



CompInfoCenter User Agreement

Terms and Conditions

Alabama Self-Insured Workers Compensation Fund (“ASIWCF”) is pleased to provide its CompInfoCenter service. The following terms and conditions apply to your use of CompInfoCenter. Your signature at the end of these terms and conditions indicates your binding agreement to comply with the terms and conditions set forth herein, as the same may be modified from time to time.

Claims Data Access

Upon execution of these terms and conditions, ASIWCF shall provide you a User ID and Password for each of the authorized user(s) identified herein to access the claims data. You represent on a continuing basis that you are authorized to have access to the accounts and claims data accessed with the User ID(s) and Password(s) provided to you. You agree to secure the User ID(s) and Password(s) provided to you and not to allow any person other than the authorized user(s) to use the User ID(s) and Password(s) to access CompInfoCenter. You agree that ASIWCF shall not be responsible for any damages or loss resulting from your failure to maintain the confidentiality of your User ID(s) or Password(s). Further, you agree to defend, indemnify and hold harmless ASIWCF, its officers, directors, employees and agents harmless against any liability, losses, damages, or costs and expenses (including attorney fees) arising out of, or resulting from, a third party’s access or use of CompInfoCenter arising out of your provision of or failure to secure the User ID(s) or Password(s) provided to you. You expressly agree that your use of CompInfoCenter is at your own risk. Neither ASIWCF nor any of its officers, directors, employees, agents, contractors, affiliates, information providers, licensors or other suppliers providing data, information or services, warrants that the service will be uninterrupted or error-free; nor does ASIWCF make any representation or warranty as to the results that may be obtained from the use of CompInfoCenter. All claims data is for your information and convenience, and may not be and shall not be deemed the official record of account activity. CompInfoCenter will not be responsible for transmission errors, corruption of data or security of data during transmission via public telecommunications facilities, including the internet.

ASIWCF reserves the right to block access to CompInfoCenter for any reason, including without limitation: (i) backing up of CompInfoCenter; (ii) maintenance of CompInfoCenter; (iii) updating CompInfoCenter; (iv) maintaining or restoring security to CompInfoCenter if ASIWCF believes your User ID(s) and Password(s) have been or may be obtained or are being or may be used by an unauthorized person(s); or (v) maintaining the general security and/or integrity of CompInfoCenter, its data and/or services.

Disclaimer

COMPINFOCENTER AND THE SERVICES, DATA AND INFORMATION CONTAINED THEREIN ARE PROVIDED ON AN “AS IS,” “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. UNDER NO CIRCUMSTANCE SHALL ASIWCF BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RESULTING FROM COMPINFOCENTER, AND THE SERVICES, DATA, AND INFORMATION CONTAINED THEREIN, OR ANY BREACH OF ANY WARRANTY, EVEN IF ASIWCF IS ADVISED OF OR IF ASIWCF REASONABLY COULD HAVE FORESEEN SUCH DAMAGES.

Restrictions

You agree not to modify, alter or attempt to modify CompInfoCenter or any portion thereof or data contained therein except as expressly permitted hereunder. If you are authorized under your User ID(s) and Password(s) to input data into CompInfoCenter or any portion thereof, you represent and warrant that the data input under your User ID(s) and Password(s) are accurate and complete in all respects and may be relied upon by ASIWCF. Upon ASIWCF's request, you agree to verify the data input or provide any additional information ASIWCF requests.

You agree not to use CompInfoCenter (i) to transmit materials containing viruses or other harmful or deleterious computer code, files, scripts, agents or programs; (ii) to interfere with or disrupt the security, integrity or performance of CompInfoCenter or the data contained therein; or (iii) to attempt to gain unauthorized access to CompInfoCenter or networks related to CompInfoCenter.

Changes to CompInfoCenter

From time to time ASIWCF may modify CompInfoCenter. If such changes affect your use and access to CompInfoCenter or ASIWCF otherwise requests, you agree to implement such changes in order to obtain continued access to CompInfoCenter.

Rights in CompInfoCenter

ASIWCF and its licensors shall retain all rights in CompInfoCenter. No rights in CompInfoCenter are granted by these terms and conditions by implication or otherwise, other than the limited right of access expressly granted herein.

Your Responsibilities

You are responsible for all activities that occur under the User ID(s) and Password(s) provided to you. You agree to notify us immediately at (205) 868-6900 if you become aware of the loss, theft or unauthorized use of any User ID or Password provided to you or inaccurate information on CompInfoCenter.

You are responsible for obtaining, installing, maintaining and using systems, equipment workstations and communication lines and encryption software required to access and maintain compatibility with CompInfoCenter.

You agree to comply with all applicable local, state and federal laws in using CompInfoCenter.

Authorized CompInfoCenter Users

You represent that the following users shall be provided a User ID and Password to access CompInfoCenter and shall be the authorized users on your behalf:

Name	Title	*E-mail Address	User Name

You shall notify ASIWCF immediately in writing of any change in, addition to, or deletion from the authorized users listed above.

Privacy Policy

No information collected by ASIWCF on this site will be sold, rented or loaned by us, and ASIWCF agrees to use such information solely for its internal use. CompInfoCenter logs IP addresses and tracks your use of CompInfoCenter. ASIWCF may share non-personal aggregate statistics data about you and traffic patterns with connected group companies or other parties. ASIWCF may from time to time establish relationships with companies that will enable you to access the websites of such companies directly from CompInfoCenter. Each company has its own privacy policy. You are advised to read the privacy policy of any site accessed from CompInfoCenter. ASIWCF accepts no responsibility for the use of your identifying personal information by such sites.

Nothing herein shall prevent ASIWCF from releasing any information in connection with requests or obligations under applicable law, including, without limitation, requests from regulatory agencies.

Copyright and Confidentiality

All content on CompInfoCenter, including, without limitation, text, graphics, layout, images, icons, logos, button, and software is protected by copyright and is the property of ASIWCF or licensed to CompInfoCenter by content providers. CompInfoCenter, or any portion

thereof, may not be reproduced, copied, duplicated, sold, resold, or otherwise exploited for any purpose unless expressly permitted in writing by CompInfoCenter.

You acknowledge that the data contained herein may be confidential. Accordingly, you agree that you will not access any claims data other than that related to your accounts. You further agree to limit any disclosure of such data to your employees who have a need to know and to protect the data obtained from CompInfoCenter from unauthorized disclosure, use or reproduction.

Third-Party Content Providers and Links

Third-Party Content and Links to outside sites are provided for your convenience only. ASIWCF cannot exercise any control over any third-party content nor does it warrant the accuracy, timeliness or appropriateness for any particular purpose of any third-party content or content on an outside site. CompInfoCenter and ASIWCF are independent of any and all third parties referenced or linked to CompInfoCenter, and you should be aware that CompInfoCenter and ASIWCF are not affiliated with or sponsored by any third-party content providers or outside sites. Moreover, inclusion on this site of any third party or link to an outside site does not constitute any endorsement by CompInfoCenter or ASIWCF of the third party, its site, or any of the content provided by a third party to this site or on any linked site.

Amendment

ASIWCF may modify these terms and conditions from time to time, and your continued use of the service is your agreement to the terms of any and all such amendment(s). Any amendment(s) shall be effective upon ASIWCF posting such amendment(s) on CompInfoCenter.

Assignment

You shall not assign or transfer your rights and obligations hereunder.

Termination

ASIWCF may terminate this service at any time. You may terminate this service by notifying ASIWCF by U.S. mail or facsimile to the attention of: Freda Bacon, Administrator.

Force Majeure

Under no circumstances shall ASIWCF be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light or air conditioning.

Entire Agreement

These terms and conditions and any amendments hereto set forth the complete and exclusive statement of the agreement relating to the subject matter hereof and supersede all proposals or other prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof.

By executing these terms and conditions, you agree to be bound by them and you represent that you are duly authorized to sign on behalf of the company named below.

Company Name: _____

Signature: _____

Name: _____

Title: _____

Date: _____