

WEBSITE TERMS OF USE

This Website Terms of Use (“Agreement”) is made by and between Minnesota Worker’s Compensation Insurer’s Association, Inc. (also referred to as “MWCIA,” “us,” “we” and “our”) and you (“you,” “your,” or “user”). This Agreement contains the terms and conditions that govern your use of any website that displays, links, or refers to this Agreement (such websites referred to herein collectively and individually as “website,” or “this website”) and any other services offered through or in conjunction with the website.

MWCIA is a licensed data service organization operating under the laws and regulations of the State of Minnesota. The State of Minnesota has entered into an agreement with the MWCIA pursuant to Minn. Stat. 176.185 whereby the MWCIA will provide verification data, this webpage and the search function available to the public for accessing this data. Your use of the data, webpage and search function are subject to the requirements of this Agreement and applicable law. Nothing herein is intended to conflict with any applicable laws or regulations governing MWCIA.

BY ACCESSING, VISITING, BROWSING, USING, OR ATTEMPTING TO INTERACT WITH ANY PART OF THIS WEBSITE, INCLUDING WITHOUT LIMITATION THE WEBSITE’S FORMS OR SUBMITTING A SEARCH REQUEST, YOU AGREE, ON YOUR OWN BEHALF PERSONALLY, AND ON BEHALF OF ANY ENTITY FOR WHICH YOU ARE AN AGENT OR YOU APPEAR TO REPRESENT, THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT ACCESS OR USE ANY PART OF THIS WEBSITE.

MWCIA RESERVES THE RIGHT, FROM TIME TO TIME, WITH OR WITHOUT NOTICE TO YOU, TO MAKE CHANGES TO THIS AGREEMENT. CONTINUED ACCESSING, VISITING, BROWSING, USING, OR ATTEMPTING TO INTERACT WITH ANY PART OF THIS WEBSITE CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES. THE MOST CURRENT VERSION OF THIS AGREEMENT, WHICH SUPERSEDES ALL PREVIOUS VERSIONS, CAN BE REVIEWED BY CLICKING ON THE “TERMS OF USE” OR SIMILAR HYPER-LINK LOCATED ON THE WEBSITE.

OUR SERVICES ARE NOT DIRECTED TO PERSONS UNDER 13 AND MAY NOT BE USED BY PERSONS UNDER 13. IF YOU ARE UNDER 13, MWCIA DOES NOT AUTHORIZE YOUR USE OF ITS SERVICES. INSTEAD, PARENTS OR GUARDIANS SHOULD ACCESS THIS SITE ON BEHALF OF THEIR CHILDREN UNDER 13.

TERMS OF USE

1. RESTRICTIONS ON USE

You may use this website solely for purposes expressly permitted by this website and Minnesota law.

Under an agreement with the Minnesota Department of Labor and Industry ("DLI"), the MWCIA, among other duties, extracts from the database that it compiles pursuant to its statistical plan (the "MWCIA Database") certain workers' compensation insurance verification data, including data regarding the insurance coverage for each Minnesota employer in the detail set forth in Minnesota Rules, Part 5222.2001, subpt. 2 and Minnesota Statutes, Section 176.185, subd. 11(a) and 79.255 (the "Verification Data") and hosts this website and search function to access the Verification Data (the "Verification System"). You have access to certain Verification Data through the Workers' Compensation Insurance Verification search portal linked to the DLI webpage. These portals allow you to search for Verification Data regarding employers prior to the year 1985, the results of the search being sent to you by e-mail, and post-1985, being returned on the Verification System if available. Pursuant to Minnesota Statutes, Section 176.185, subd. 11, you may only access the Verification System for one individual inquiry at a time, searching for one individual employer at a time, and for your non-commercial use. You may only use the Verification System to view Verification Data returned to you, through whatever means. You may not copy, modify, decompile, disassemble, electronically transfer, reverse engineer, license, or assign, or share, any or all of the Verification Data or the Verification System. You may not print or download the Verification Data except when printing or downloading the results of an individual inquiry about an employer, for non-commercial use.

As a condition of your access and use of the Verification System, you warrant to MWCIA that you will not use Verification System for any purpose that is unlawful or prohibited by any part of this Agreement. For example, you may not (and may not authorize any party to) (i) co-brand the Verification System, or (ii) frame the Verification System, without the express prior written permission of an authorized representative of MWCIA. For purposes of this Agreement, "co-branding" means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute the Verification System or content accessible within the Verification System. You agree to cooperate with MWCIA in causing any unauthorized co-branding or framing immediately to cease.

In addition, you may not use the Verification System in any manner which could disable, overburden, damage, or impair the system or interfere with any other party's use and enjoyment of it. You may not obtain or attempt to obtain any materials, content, or information through any means not intentionally made available or provided for through the Verification System. You may not use scrapers, bots, spiders, or other automated tools to collect or index the content of the Verification System without MWCIA' express prior written permission. You may not attempt to probe, scan or test the vulnerability of the Verification System or any system to which it is connected or attempt to breach any security measures.

2. PROPRIETARY INFORMATION

The Verification System and the MWCIA Database, including without limitation any text, photos, videos, audio, scripts, software, markup language, downloads, or other content,

other than the Verification Data when on the Verification System, whether perceptible or not to a human (the “Content”), is proprietary to MWCIA or the party that provided or licensed the Content to MWCIA and MWCIA’s assigns, whereby MWCIA, or respectively such providing party, retains all right, title, and interest in the Content and the Verification System. Accordingly, neither the Verification System nor the Content may not be copied, distributed, republished, uploaded, posted, displayed, performed, licensed, modified, or transmitted in any way except as set forth in this Agreement or without the prior written consent of MWCIA or its assigns, including without limitation pursuant to the membership rights specifically granted to you by MWCIA. Modification or use of the Content or the Verification System except as expressly provided in this Agreement or your other written agreements with MWCIA violates MWCIA’s or its assigns’ or licensors’ intellectual property rights. Neither title nor intellectual property rights are transferred to you by your access to or use of the Verification System or the Content.

3. ADDITIONAL USE LIMITATION

You may not modify, translate, decompile, disassemble, reverse engineer, alter, copy, distribute, display, send, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, Content, software, or services obtained from or otherwise connected to the Verification System, except as expressly stated in this Agreement or on the documents provided for download, or according to your written agreements with MWCIA.

4. HYPER-LINKS

The Verification System may be hyper-linked to other websites which are not maintained by, or related to, MWCIA and may contain information about products or services that are not related to or endorsed by MWCIA. Hyper-links to such websites and information are provided as a service to you and are not necessarily sponsored by or affiliated with the Verification System or MWCIA. MWCIA may not have reviewed any or all of such websites and information and is not responsible for the content of those websites or the descriptions of their products and services. MWCIA is not responsible for webcasting or any other form of transmission received from any hyper-linked website. Hyper-links are to be accessed at your own risk and information contained therein is relied upon at your own risk, and MWCIA makes no representations or warranties about the content, completeness, or accuracy of these hyper-links or the websites hyper-linked to this website or the information regarding or relating to their fundraisers, philanthropic services, products, and services.

5. SUGGESTIONS

You hereby grant to MWCIA a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, display, make, use, sell, offer to sell and import all suggestions, ideas,, or other information communicated by you to MWCIA suggesting improvements or other modifications to the website and the services it offers (together, the

“Suggestions”), and to incorporate any Suggestion in other works in any form, media, or technology now known or later developed in relation to MWCIA.. MWCIA will not be required to treat any Suggestion as confidential, and may use any Submission in relation to MWCIA’s business without incurring any liability for royalties or any other consideration of any kind, and will not incur any liability as a result of any similarities that may appear in future MWCIA operations. MWCIA is not obligated to post or use any Suggestion you may provide and if posted, may remove any Suggestion at any time in MWCIA' sole discretion.

You warrant and represent that you own or otherwise control all of the rights to any Suggestion including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Suggestion and grant the license you provide in accordance with this Agreement, and that the Suggestions will not violate any law or the rights, including without limitation the intellectual property rights, of any person or entity.

6. DISCLAIMERS

You understand that MWCIA cannot and does not guarantee or warrant that the Verification System or Content, or any other files available for downloading from hyperlinks on the Verification System, will be free of viruses, worms, Trojan horses, or other code that may manifest contaminating or destructive properties. MWCIA does not assume any responsibility or risk for your use of the Verification System, its Content, or the Internet.

The Content is not necessarily complete and up-to-date and should not be used to replace any written reports, statements, or notices provided by MWCIA. Except as set forth in this Agreement itself, nothing on this website constitutes a guarantee, warranty, or promise of any type. The Content should not be relied upon by you or any other party for personal, medical, financial, or legal decisions and you should consult an appropriate professional for specific advice tailored to your situation.

YOUR USE OF THE VERIFICATION SYSTEM IS AT YOUR OWN RISK. THE VERIFICATION SYSTEM AND THE CONTENT ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. MWCIA DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT RELATED TO THE VERIFICATION SYSTEM AND THE CONTENT. MWCIA DOES NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED IN THE VERIFICATION SYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE VERIFICATION SYSTEM OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. MWCIA DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, OR THE RESULT OF USE, OF THE CONTENT IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. THE CONTENT MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND MWCIA MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME. YOU, AND NOT MWCIA,

ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION IN THE EVENT OF ANY LOSS OR DAMAGE ARISING FROM THE USE OF THE VERIFICATION SYSTEM OR ITS CONTENT. MWCIA MAKES NO WARRANTIES THAT YOUR USE OF THE VERIFICATION SYSTEM OR ITS CONTENT WILL NOT INFRINGE THE RIGHTS OF OTHERS AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH CONTENT.

DISCLAIMERS AND LIMITATIONS ASSOCIATED WITH CONTENT DOWNLOADED FROM THE VERIFICATION SYSTEM MAY BE SUBJECT TO ADDITIONAL TERMS AND POLICIES.

All of the information in the Verification System whether historical in nature or forward-looking, speaks only as of the date the information is posted on the Verification System, and MWCIA does not undertake any obligation to update such information after it is posted or to remove such information from this the Verification System if it is not, or is no longer accurate or complete.

Like most websites, the Verification System is accessible worldwide. MWCIA reserves the right to limit the provision of the Verification System or other information or services on the Verification System to any person, geographic area, or jurisdiction. You agree to comply with all applicable laws and local rules regarding the transmission of technical data, acceptable content, and online conduct.

7. LIMITATION ON LIABILITY

MWCIA AND ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS, VENDORS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, LOSS OF DATA, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF MWCIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN RELATION TO OR REGARDING THE VERIFICATION SYSTEM OR ITS CONTENT. IF NO LIABILITY IS NOT ALLOWED UNDER THE APPLICABLE LAW, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF MWCIA, MWCIA ASSIGNEES, LICENSORS, SERVICE PROVIDERS, VENDORS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE MINIMUM AMOUNT ALLOWED BY LAW.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LIABILITY FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, SO THE FULL SCOPE OF THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Any cause of action against MWCIA, MWCIA's Assignees, licensors, service providers, vendors, content providers, employees, agents, officers, and directors with respect to the website or its Content must be instituted within one (1) year from the date on which the claim arose.

8. ADDITIONAL GOVERNING TERMS AND CONDITIONS.

The Verification System may contain additional disclosures, terms, and conditions. Wherever the Verification System or other forums present additional terms and conditions (including without limitation terms related to use of any MWCIA portal), disclosures, or other agreements, you are also bound by those additional terms and, where in specific conflict with the terms and conditions of this Agreement, those additional terms shall control over the terms in this Agreement.

9. TERMINATION OR RESTRICTION OF ACCESS

MWCIA reserves the right, in their sole discretion, to terminate your access to the Verification System or any portion thereof at any time, without notice, for purposes of maintaining the security and integrity of the system and also in the event of your breach of this Agreement. Nothing herein alters any obligation to provide access to the Verification Data in accordance with applicable law. Access to Verification Data may be limited to the extent allowed by Minn. Stat. § 176.185, subd. 11 and other applicable law.

10. INDEMNITY

You will indemnify and hold MWCIA, its Affiliates, licensors, content providers, service providers, vendors, employees, agents, officers, directors, and contractors (the "Indemnified Parties") harmless from any use of the Verification System or its Content by you or your breach of this Agreement, including without limitation any use of Content other than as expressly authorized in this Agreement. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, settlements, expenses, and attorney's fees of the Indemnified Parties in relation to your breach or your use of the Verification System or its Content.

11. TRADEMARKS AND COPYRIGHTS

Trademarks, service marks, logos, and copyrighted works appearing in the Verification System are the property of MWCIA or the party that provided the trademarks, services marks, logos, and copyrighted works to MWCIA. MWCIA and any party that provided trademarks, service marks, logos, and copyrighted works to MWCIA retain all rights with respect to any of their respective trademarks, service marks, logos, and copyrighted works appearing in the Verification System.

12. SECURITY

Any passwords or other login credentials used for the Verification System including, without limitation, any login portals are for individual use only. You will be responsible for the security of your password or other login credentials (if any) and any actions taken by you or anyone using your password or other login credentials. To the extent you are given any administrative rights to set up login credentials for other users, you are responsible for the security of those login credentials and the activities of those users. MWCIA will be entitled to monitor passwords and, at its discretion, require it to be changed. If MWCIA considers a password unsecure, MWCIA will be entitled, but not required, to require the password to be changed and/or terminate the related account.

You are prohibited from using any services or facilities provided in connection with the Verification System to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools, or network probing tools) is strictly prohibited. If you become involved in any violation of system security, MWCIA reserves the right to release your details to system administrators at other websites and law enforcement authorities in order to assist them in investigating, resolving, and prosecuting laws relating to security incidents. MWCIA reserves the right to investigate suspected violations of this Agreement.

MWCIA may use and disclose your information in special instances when we have reason to believe disclosing this information is necessary to investigate, identify, contact, or bring legal action against someone who may be causing injury to or interfering with our rights or property, other website visitors, or anyone else. We may disclose your information when subpoenaed, if ordered or otherwise required by a court of law, arbitrator, or other similar proceeding or the rules governing such a proceeding, for government investigations, with government agencies if required by law, to exercise, establish, or defend the MWCIA's legal rights, to protect your vital interests or those of any other third party, and when the MWCIA otherwise believes in good faith that any applicable law requires it.

BY ACCEPTING THIS AGREEMENT, YOU WAIVE AND HOLD HARMLESS MWCIA FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY MWCIA DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER MWCIA OR LAW ENFORCEMENT AUTHORITIES.

13. MISCELLANEOUS

The laws of the State of Minnesota shall apply to this Agreement, without regard to any conflict of laws provisions. The 1980 United Nations Convention on Contracts for the International Sale of Goods, the United Nations Convention on the Limitation Period in the International Sale of Goods, and the Uniform Computer Information Transactions Act, and any implementations thereof in various jurisdictions and any subsequent revisions thereto, shall not apply to this Agreement. Any controversy or claim arising out of or relating to this Agreement or your use of the website or the Content (a "Dispute") shall be

brought solely in the state or federal courts located in Minnesota and you hereby irrevocably consent to exclusive jurisdiction of those courts. You further acknowledge that MWCIA may seek equitable remedies against you such as a preliminary or permanent injunction without the need to post any bond or hold any funds in escrow, and MWCIA's rights in its reputation and intellectual property are of a special, unique, extraordinary character, giving those rights peculiar value, the unauthorized use, damage, disclosure, or loss of which cannot be readily estimated and may not be adequately compensated for in monetary damages.

If any part of this Agreement is unlawful, void, or unenforceable, that part will be deemed severable, shall be modified by the court of competent jurisdiction to reflect to the maximum extent possible the original intention of the parties as reflected by the original wording and if not possible shall be severed from this Agreement, and will not affect the validity and enforceability of any remaining provisions.

No waiver by MWCIA of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

No rights, duties, agreements or obligations hereunder, may be assigned or transferred by operation of law, merger or otherwise, without the prior written consent of MWCIA.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and MWCIA as a result of this agreement or use of the website.

Except as set forth in this Agreement and Minnesota law, this Agreement constitutes the entire agreement among the parties relating to this subject matter and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written between the user and MWCIA with respect to the website or the Content.

In the event of any conflict between the terms of this Agreement and the 2021 Insurance Verification Data Limited Use Agreement between the MWCIA and the State of Minnesota (the "Verification Data Agreement"), the Verification Data Agreement shall supersede this Agreement.

MWCIA may revise this Agreement at any time by updating this posting.

Last Modified: January 04, 2021

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