

Terms of Use and Privacy Policy

Terms of Use

Welcome to AIUA.org. You may be visiting us from a computer, mobile phone, tablet, or other mobile device. Regardless the platform, these Terms of Use constitute a binding legal agreement between you and the AIUA. Please read them carefully. By accessing any of our services (including by automated means) you accept its terms.

GENERAL PROVISIONS

The Alabama Insurance Underwriting Association respects your privacy. Please take a moment to review our Privacy Statement, so you understand what information we collect through this service, how we use it, how we secure it, and when we may share it.

The web is an evolving medium. If we need to change these Terms of Use in the future, we will post the revised Terms of Use and update the “Last Updated” date, above, to reflect the date of the changes. By continuing to use this service after we post such changes, you agree to these Terms of Use, as modified.

We reserve the right to deny access to this service, or any other service we provide, to anyone who violates this agreement or who, in our judgment, interferes with the ability of others to enjoy this service, or infringes the rights of others. We may change, restrict access to, suspend, or discontinue this service, or any portion of this service, at any time.

Please bring to our attention any material on our site that you believe to be inaccurate. Please forward a copy of the material to admi@aiua.org along with an explanation of your objection.

If you have other comments or questions about our site, please email us at admi@aiua.org .

NOTICE OF COPYRIGHT INFRINGEMENT

If you are a copyright owner who believes your copyrighted material has been reproduced, posted or distributed on this website in a manner that constitutes copyright infringement, please inform our designated agent by sending written notice by U.S. Mail to:

William Buckley, Secretary and Manager
Alabama Insurance Underwriting Association
315 East Laurel Avenue, Suite 216D
Foley, Alabama 36535

Please include the following information in your written notice: (1) a detailed description of the copyrighted work that is allegedly infringed; (2) a description of the location of the allegedly infringing material on this site; (3) your contact information, including

your address, telephone number, and, if available, email address; (4) a statement by you indicating that you have a good-faith belief that the allegedly infringing use is not authorized by the copyright owner, its agent, or the law; (5) a sworn statement by you, made under penalty of perjury, affirming that the information in your notice is accurate and that you are authorized to act on the copyright owner's behalf; and (6) an electronic or physical signature of the copyright owner or someone authorized on the owner's behalf to assert infringement of copyright and to submit the statement. Please note that the contact information provided in this paragraph is for suspected copyright infringement only. Contact information for other matters is provided elsewhere in these Terms of Use or elsewhere on the site.

HOW YOU MAY USE OUR CONTENT

AIUA.org is made available for your personal and commercial use. All content and other material on this website is the property of the AIUA and/or its licensors and is protected by U.S. copyright laws, other copyright laws, and international conventions. Except as explicitly provided in these Terms of Use, you may not distribute, display, reproduce, perform, create derivative works from, or otherwise exploit any of the content or other material on this site. You may display and occasionally print or store a single copy of an individual page of our website for your personal use provided that you keep intact all credits and copyright and other proprietary notices, but you may not otherwise reproduce, store or distribute copies of any content or other material found on this site, in any form (including electronic form), without prior written permission from the copyright owner.

To request permission to reproduce or distribute our materials, please call (251) 943-4029.

You may not, without our prior written permission, hyperlink, frame, or inline link any of the content of our site, or incorporate into another website or other service any of the content or other material you find on our site, or establish a hyperlink to AIUA.org.

YOUR CONDUCT WHEN USING OUR SITE

When utilizing AIUA.org, you agree that you will not:

- Use the site to impersonate any person or entity, or misrepresent your affiliation with a person or entity;
- Use the site to engage in or to instigate or encourage others to engage in illegal activities or to cause injury or damage to any person or entity;
- Use the site to transmit any unlawful, threatening, harassing, abusive, libelous, obscene, or pornographic content;
- Use the site to post or transmit any information or content that violates or infringes the rights of others, including information or content that invades the privacy or violates the right of publicity of any person or that is protected by copyright, trademark or other proprietary right, without permission;

- Use the site to advertise or solicit to anyone to buy or sell products or services, or to make donations of any kind;
- Gather for marketing purposes any email address or other personal information that has been posted by other users of the site;
- Engage in personal attacks, harass or threaten another user, or deliberately disrupt the conversation; or
- Use any automated mechanism to collect information from our site in any manner that fails to respect the Robots Exclusion Protocol.

YOUR RESPONSIBILITY FOR INFORMATION AND CONTENT YOU SUBMIT

You acknowledge that you are solely responsible for the information and content you submit to AIUA.org. We reserve the right, in our discretion, to screen user submissions and to edit, move, delete, and/or refuse to accept any submissions that in our judgment violate these Terms of Use or otherwise are unacceptable or inappropriate, whether for legal or other reasons.

OUR RIGHTS TO USE CONTENT YOU SUBMIT

When you submit any material to our site, you are not giving up any ownership rights you otherwise have in such content. However, you grant us, and anyone authorized by us, a royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide right and license to use, copy, modify, transmit, sell, exploit, create derivative works from, distribute, and/or publicly perform or display such material, in whole or in part, in any manner or medium (whether now known or hereafter developed), for any lawful purpose that we choose. The foregoing grant includes the right to exploit any proprietary rights in such submission, including, but not limited to, rights under copyright, trademark or patent laws that exist in any relevant jurisdiction. You understand that technical processing of the site, including content you submit, may involve transmission over various networks, and may involve changes to the content to conform and adapt it to technical requirements of connecting networks or devices.

We may preserve content you submit, and may disclose such content if required to do so by law or if, in our judgment, such preservation or disclosure is reasonably necessary: (a) to comply with legal process; (b) to enforce these Terms of Use; (c) to respond to claims that any content you submit violates the rights of third parties; or (d) to protect the rights, property, or personal safety of our site, us, our affiliates, our officers, directors, employees, agents, or representatives, our licensors, other users, and/or the public.

TRADEMARKS AND SERVICE MARKS

The name AIUA.org and the names of other products and services referred to on the site may be the trademarks or service marks of their respective owners. You may not use any trademark or service mark appearing on this site without the prior written consent of the owner of the mark.

DISCLAIMERS

Throughout our site, we have provided links and pointers to websites maintained by third parties. Our linking to such third-party sites does not imply that we endorse or sponsor such sites, or the information, products or services offered on or through the sites. Neither we nor any of our affiliates operate or control any information, products or services that third parties may provide on or through our site or on websites to which we link.

The information, products and services offered on or through this site are provided “as is” and without warranties of any kind, either express or implied. To the fullest extent permitted by applicable law, we disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. We do not warrant that the site or any of its functions will be uninterrupted or error-free, that defects will be corrected, or that any part of this site, or the servers that make the site available, are free of viruses or other harmful components.

If you are dissatisfied with the site, or any materials, products, or services on the site, or with any of the site’s terms and conditions, your sole and exclusive remedy is to discontinue using the site.

LIMITATIONS OF LIABILITY

Under no circumstances, including, but not limited to, negligence, will we be liable for any damages arising out of your use of this website or any information, content, products, or services made available on or through this site, including indirect, incidental, special, punitive, exemplary or consequential damages, even if we are advised beforehand of the possibility of such damages. Because some states do not allow the exclusion or limitation of certain categories of damages, the above limitation may not apply to you. In such states, our liability is limited to the fullest extent permitted by state law.

INDEMNIFICATION

You agree to indemnify and hold AIUA harmless, as well as AIUA’s affiliates, and each of AIUA’s and their respective directors, officers, employees, agents, representatives, licensors, successors and assigns from and against any and all losses, expenses, damages and costs, including reasonable attorneys’ fees, that arise out of your use of the site, violation of these Terms of Use by you or any other person using your account, or your violation of any rights of another. We reserve the right to control the defense of any claim for which we are entitled to indemnification under this section. In such event, you agree to provide us with such cooperation as is reasonably requested by us. We will make reasonable efforts to provide you with notice of any such claim, but our failure to provide such notice will not relieve you of these obligations.

MISCELLANEOUS

This agreement constitutes the entire agreement between us and you with respect to the subject matter of this agreement and supersedes all previous and contemporaneous agreements, proposals and communications on this subject, whether written or oral. This agreement is

personal to you, is not intended to benefit any third party, and does not create any third party beneficiaries. You may not assign this agreement to anyone.

This agreement will be governed by and construed in accordance with the laws of the state of Alabama, without giving effect to any principles of conflicts of law. By using this site, you consent to the exclusive jurisdiction and venue of the state and federal courts in the state of Alabama in all disputes arising out of or relating to this agreement or use of this website. You agree that regardless of any statute or law to the contrary, any claim or cause of action that you may have arising out of or related to use of the site or these Terms of Use must be filed by you within one year after such claim or cause of action arose or be forever barred.

PRIVACY POLICY

This Privacy Statement describes the types of information that we collect through our website and what we do with that information.

This Privacy Statement applies only to information collected online through the AIUA.org website and does not apply to any information you may provide to us, or that we may collect, offline or through other means (for example, via telephone or through the mail).

If you have any questions about this Privacy Statement, please [contact us](#).

TYPES OF INFORMATION WE COLLECT

The information we gather falls into two categories: (1) information voluntarily supplied by visitors to the site, for example, information provided when submitting an address for mapping, information for a property insurance application, or use of the “[Contact Us](#)” function on the site to communicate with us; and (2) tracking information gathered as visitors navigate through our website. This information may be collected directly by us or it may be collected by third-party service providers on our behalf.

Information You Voluntarily Supply

We may collect and store information that you voluntarily supply to us while on our site. This may include personally identifying information if you choose to provide it. In accessing and using the AIUA.org website, you may have the opportunity to voluntarily submit some or all of the following types of information:

- Contact information, such as your name, email address, postal address, and phone number;
- Payment information (such as ACH bank account policy number and bank routing number data, credit card type, number, expiration date, security code, and billing address) necessary to process a requested transaction; and

- Information included in correspondence you send to us through the “[Contact Us](#)” function available on our site.

Information That Is Automatically Collected

We also may collect and store, and our services providers may collect and store, information that doesn’t identify you personally that is generated automatically as you navigate through our site. For example, we and our service providers may collect limited information about the device you use to access our site, including the type of device you’re using (computer, mobile phone, tablet, etc.), the operating system running on that device, the type and version of browser software you’re using, the resolution of your computer monitor or other device display, the screen colors available on your device, the website that referred you, and your IP address. (Your IP address is a numerical address that is used by computers and other devices connected to the Internet to identify your device so that data – such as the web pages you want to view – can be transmitted to you.) We use this information to make our site as useful and visually appealing as we can for as many users as possible. We may also use IP address information for systems administration and troubleshooting purposes and to derive a rough estimate of your geographic location – by country, city or town, and perhaps ZIP code.

We may use “cookies,” a standard feature found in browser software, to enhance your experience on the site. Cookies are small files that your web browser places on your hard drive for record-keeping purposes. We also may collect non-personally identifying information about how our visitors use our site. For example, we may collect information about the time visitors spend on each page of our site, the number of visits made to each page or section of our site. Providers of web analytics services, such as Google Analytics, may use cookies and web beacons to gather this sort of information on our behalf. To learn more about Google Analytics, click [here](#). To install a browser add-on (available for most standard browsers) that communicates with Google Analytics to indicate that information about your website visit should not be sent to Google Analytics, [click here](#).

We also may use cookies to determine that a visitor to our site has previously visited the site, and to record the type of device that a visitor has used to access to the site.

The help function on most web browsers contains information on how to set your browser to notify you before accepting a cookie or to disable cookies entirely.

HOW WE USE COLLECTED INFORMATION

Email Addresses

If you provide us your email address we’ll use your email address to contact you as requested. We also may use your email address to contact you from time to time for customer service purposes, or to send you administrative notices or other information about our site.

We may share the information that is collected through this site with our third party service providers for purposes related to site administration and operation. In some cases, we may permit

our third-party service providers to collect such information directly on our behalf. For example, this website uses third-party web analytics services, such as Google Analytics, to help analyze how users use the site. These services use cookies and web beacons to collect non-personally identifying tracking data from our site on our behalf, and then use that data to provide us with statistical reports on website activity. If you use ACH bank account information, or a credit or debit card to complete a transaction on our site, your personal information and credit card number will be sent directly to our credit card processing service provider to complete your transaction. When we send you email communications, the content of those communications comes from the AIUA, but we may use a service provider to actually send the emails, since there are so many recipients. Our service provider uses your name and email address to send these emails, but is contractually prohibited from using this information for any purpose other than sending these emails on our behalf.

We also may occasionally release information about our visitors and registered users if required to do so by law or if, in our judgment, such disclosure is reasonably necessary to comply with legal process, to enforce our Terms of Use, or to protect the rights, property, or personal safety of visitors to our site, our employees, or others.

Storage of Information

The information that we collect through AIUA.org is stored within databases that we control (or databases hosted on our behalf) on servers maintained in protected environments. Any bank account or credit card information you provide on our site is secured for transmission over the Internet using industry-standard secure sockets layer (SSL) encryption. However, no physical or electronic security system is impenetrable. We cannot guarantee the security of our servers or databases, nor can we guarantee that information you supply will not be intercepted while being transmitted to us or our third-party service providers over the Internet. Our databases are located within the United States. If you access our site from outside the United States, by providing data to us, you consent to transfer of that data to and storage of that data in the United States.

CHANGES TO THIS PRIVACY STATEMENT

The web is an evolving medium. If we need to change this Privacy Statement in the future, we will post the revised Privacy Statement on our site and update the “Effective Date,” above, to reflect the date of the changes. By continuing to use this website after we post such changes, you agree to the terms of this Privacy Statement, as modified.