

## **State Fund Online Terms of Use Agreement**

### **Agreement to Terms and Conditions of Use for State Fund Online**

These Terms and Conditions of Use apply to your use of State Fund Online ("SFO Terms of Use") to access your workers' compensation insurance policy account. ("You" and "Your" refer to authorized users: the Employer (prospective, current, and former policyholders of State Compensation Insurance Fund ("State Fund")); and, the Employer's authorized employees and agents.) If You do not agree in full with the SFO Terms of Use, do not use this State Fund Online website. State Fund Online provides information and services for Employer's workers' compensation insurance policy account. The SFO Terms of Use apply to Your access to, and use of, State Fund Online. The SFO Terms of Use supplement the Website Terms of Use, Website Privacy Policy, and Information Sharing Disclosure, which apply to the use of State Fund's public website located at [www.statefundca.com](http://www.statefundca.com).

Nothing contained in the SFO Terms of Use is intended to modify or amend any other policy contract or agreement.

### **Granting Access to Employer's Account**

All content contained on State Fund Online, including but not limited to all works of authorship, design, text, images, and data compilations; any improvements or modifications to such content; any derivative works based thereon; and the collection, arrangement and assembly of all such content, are owned by State Fund or its licensors. Your access to, and use of, State Fund Online is allowed by State Fund solely in connection with Employer's lawful business purposes. Employer shall restrict access to, and use of, State Fund Online to Employer's authorized employees and agents. Employer understands and agrees that each authorized employee and agent must have his or her own user ID and password for accessing the Employer's State Fund Online account. State Fund expressly reserves the right to monitor all use of State Fund Online. Employer agrees to accept responsibility for all activities that occur under Employer's and its authorized employees and agents' user IDs or passwords, whether or not such activity is authorized by Employer, including without limitation, maintaining the confidentiality of all data accessed thereby. Employer is solely responsible for terminating the user ID and password of any employee or agent, who is no longer authorized by Employer to have access to Employer's State Fund Online account. Employer is required to immediately notify State Fund in the event Employer suspects any unauthorized use of a user ID or password.

### **Operation of the Web Site**

By using SFO, You accept at Your own risk that the Internet and online communications medium may not perform as intended despite the efforts of State Fund, Your Internet service provider, and You. There are no assurances that access will be available at all times and uninterrupted. State Fund does not warrant that the operation of State Fund Online will be error-free, that defects will be corrected, or that State Fund Online or the equipment that makes it available are free from viruses or other harmful components. You (and not State Fund) assume the entire cost of all necessary servicing and repair, or correction of Your computer, device, or other property that You use to access State Fund Online.

### **Right to Discontinue Service**

State Fund reserves the right to modify or discontinue State Fund Online, or any information, services, and/or content of State Fund Online at any time without prior notice. State Fund shall in no way be held liable for any consequence that results from its decision to modify or discontinue State Fund Online, or any information, services, and/or content of State Fund Online.

### **Confidentiality**

State Fund Online may contain personal and confidential information of Employer's workers ("Worker Data"). You represent and warrant that You are authorized to access Employer's Worker Data under applicable laws, and agree that You will not unlawfully use, distribute, or publish any Worker Data. Employer should consult its own attorney about privacy and liability issues involving Worker Data.

### **LIMITATION OF LIABILITY**

STATE FUND ONLINE IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS

OR IMPLIED. YOU AGREE THAT STATE FUND SHALL BEAR NO LIABILITY FOR ANY LOSS, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL OR INCONSEQUENTIAL, RESULTING FROM OR RELATING TO YOUR USE OF, OR ACTIONS TAKEN BY, YOU AS A RESULT OF ACCESS TO, OR INFORMATION OBTAINED FROM, STATE FUND ONLINE, INCLUDING ANY LOSS ARISING FROM ANY MALFUNCTIONS OR INTERRUPTIONS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, THIRD PARTY ACTIONS, OR OTHER ELECTRONIC COMMUNICATION SYSTEMS PROBLEMS, DIFFICULTIES, OR FAILURES. THIS LIMITATION APPLIES TO ALL LIABILITY INCLUDING, WITHOUT LIMITATION, ACTIONS IN CONTRACT, EQUITY, AND TORT (INCLUDING NEGLIGENCE, BREACH OF STATUTORY DUTY, AND STRICT LIABILITY).

### **Indemnification**

Employer agrees to indemnify, defend and hold State Fund harmless from any and all liability and damages arising out of any administrative, civil, or criminal proceeding involving Your breach of the SFO Terms of Use or alleged violation of any federal, state, or municipal law, regulation, or ordinance, including without limitation Your unlawful use of Worker Data or involvement in any of the prohibited activities set forth in the SFO Terms of Use , or any other acts or omissions by You in connection with Your use of State Fund Online.

### **Electronic Notification and E-commerce**

For purposes of the exchange of documents, information, and other electronic communications (collectively "e-commerce") between State Fund and Employer, the Employer will provide State Fund with one or more designated and valid e-mail address(es). Employer understands and agrees that by providing the designated and valid e-mail address(es) that the e-mail address(es) will be relied upon by State Fund to provide You with information relating to State Fund Online. Employer is solely responsible for maintaining active and valid e-mail address(es) for e-commerce purposes. Failure to provide active and valid e-mail address(es) may result in the termination of e-commerce activities at the sole discretion of the State Compensation Insurance Fund.

### **Prohibited Activities**

You agree not to:

- Share or allow the sharing of any user ID or password to State Fund Online.
- Transmit any information via State Fund Online that is not related to the Employer for which the information is transmitted.
- Transmit any information via State Fund Online that is unlawful, abusive, defamatory, scandalous, or otherwise objectionable.
- Post any content that infringes upon any copyright or other proprietary right.
- Develop, transmit, or use any automated electronic means to obtain, by way of downloading or displaying, any of the data available on State Fund Online (technology commonly referred to as a "bot").

### **Modification of Agreements**

The SFO Terms of Use may change in the future and without prior notice; you may review the most current version by clicking on the "SFO Terms of Use" link. By using State Fund Online after changes are made to the Website Terms of Use, Website Privacy Policy, or Information Sharing Disclosure, You accept the changed terms. State Fund will notify You upon login to State Fund Online if the SFO Terms of Use are updated. You will be required to accept the changed terms before proceeding to access State Fund Online.

### **Termination**

State Fund reserves the right to terminate Your access to, and use of, State Fund Online at any time, with or without cause. Your access to, and use of, State Fund Online granted herein shall terminate automatically upon any breach by You of the SFO Terms of Use. Upon the cancellation or non-renewal of Employer's State Fund workers' compensation insurance policy, State Fund may in its sole discretion permit You to retain access to State Fund Online. State Fund's limitation of liability and Employer's obligation to indemnify State Fund will survive the termination of Your use of, or access to, State Fund Online.

### **Miscellaneous**

If any provision of the SFO Terms of Use is held unenforceable, the remaining provisions of the SFO

Terms of Use will still be enforceable. The SFO Terms of Use and any disputes arising from Your use of State Fund Online shall be governed by the laws of the State of California without reference to choice of law rules. Any dispute that arises under the SFO Terms of Use shall be resolved exclusively in a court of competent jurisdiction in San Francisco, California. There are no third party beneficiaries of the SFO Terms of Use.