



# FSLSO Tax Estimator Terms and Conditions

The Florida Surplus Lines Service Office (FSLSO) has developed the FSLSO Tax Estimator<sup>®</sup> and the FSLSO Tax Estimator Web Service<sup>®</sup> as a free service provided for member agents of the FSLSO and their representatives (each, an “Authorized User” or “You”) for the purposes of estimating surplus lines taxes, service fees and assessments for Florida surplus lines policies.

These Terms and Conditions govern your use of the FSLSO Tax Estimator<sup>®</sup> and the FSLSO Tax Estimator Web Service<sup>®</sup>. When you use the FSLSO Tax Estimator<sup>®</sup> and the FSLSO Tax Estimator Web Service<sup>®</sup>, you agree to these Terms and Conditions. PLEASE READ THESE TERMS CAREFULLY BEFORE YOU ACCESS OR USE THE FSLSO TAX ESTIMATOR<sup>®</sup> OR FSLSO TAX ESTIMATOR WEB SERVICE<sup>®</sup>. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE FSLSO TAX ESTIMATOR<sup>®</sup> OR FSLSO TAX ESTIMATOR WEB SERVICE<sup>®</sup>.

FSLSO reserves the right to change these Terms and Conditions, and any continued use of the FSLSO Tax Estimator and the FSLSO Tax Estimator Web Service after any such change has been posted constitutes your agreement to any such changes. Unauthorized access to or use of the FSLSO Tax Estimator and the FSLSO Tax Estimator Web Service is strictly prohibited.

***The FSLSO Tax Estimator and the FSLSO Tax Estimator Web Service are provided for information only and calculated amounts provided through the FSLSO Tax Estimator and Tax Estimator Web Service are estimates only. This information expressly does not constitute legal, financial or tax advice, and is expressly not intended to constitute legal, financial or tax advice.*** Surplus lines taxes, fees and assessments due are reported through and calculated by the Surplus Lines Information Portal (SLIP). If Authorized Users, agents, brokers, companies, or policyholders have specific questions pertaining to business practices, tax implications or statutory interpretation, you must seek the counsel of a competent attorney, financial advisor or tax professional licensed in the appropriate jurisdiction and area of expertise. You shall not, under any circumstances, consider the FSLSO Tax Estimator or the FSLSO Tax Estimator Web Service or any information obtained from it as a substitute for such professional advice. FSLSO makes no representations or warranties regarding estimates obtained via the FSLSO Tax Estimator or the FSLSO Tax Estimator Web Service, and FSLSO shall have no liability with regard to such estimates or your reliance on such estimates.

The FSLSO Tax Estimator and FSLSO Tax Estimator Web Service and all information, software, artwork, text, video, audio, pictures, content, trademarks, trade dress and other intellectual property on the FSLSO website is the intellectual property of the Florida Surplus Lines Service Office (the “FSLSO Content”) and is protected by U.S. and international copyright and other intellectual property laws. Reproduction of the FSLSO Content in whole or in part in any form or medium without the express written consent of FSLSO is strictly prohibited. FSLSO and our licensors retain all rights with respect to the FSLSO Content except those expressly granted to you in these Terms and Conditions.

## TRADEMARK AND COPYRIGHT INFORMATION

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## **RESTRICTIONS**

Users of the FLSO Tax Estimator and the FLSO Tax Estimator Web Service API will under no circumstances: (i) sell, rent, lease, sublicense, transfer, modify, create derivative works of or redistribute the SLIP Software or SLIP Website applications; (ii) alter or remove any copyright, patent, trademark or other protective notices included on the SLIP Website; (iii) reverse engineer, decompile or disassemble the SLIP Software or SLIP Website applications or otherwise attempt to derive any related Source Code; (iv) use the SLIP Software or SLIP Website for purposes of building a competitive product or service, including but not limited to the Tax Estimator; or (v) allow any third party to access or otherwise use the FLSO Tax Estimator and the FLSO Tax Estimator Web Service API (either with or without Your Member Agent Credentials), unless such third party has agreed to these Terms and Conditions, and has created its own user account for purposes of accessing the FLSO Tax Estimator Web Service API.

Users shall not sell, produce for sale, or reproduce in any manner or allow third parties to sell or produce for sale, any material containing all or any part of the FLSO Tax Estimator, FLSO Tax Estimator Web Service API, or any other proprietary materials.

## **INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless the Florida Surplus Lines Service Office and its affiliated companies, officers, directors, employees, agents, licensors, and suppliers from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation by you of these Terms and Conditions. The Florida Surplus Lines Service Office reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you.

## **SITE SECURITY**

When providing information to the Florida Surplus Lines Service Office through the FLSO Tax Estimator and the FLSO Tax Estimator Web Service API, you agree to: (i) provide true, accurate, current and complete information and (ii) maintain and promptly update such information to keep it true, accurate, current and complete. If you provide any information that is, or we have reasonable grounds to suspect that the information is untrue, inaccurate, not current or incomplete, the Florida Surplus Lines Service Office may without notice suspend or terminate your access to our Site(s) and refuse any and all current or future use of our Site(s) (or any portion thereof). You agree to immediately notify the Florida Surplus Lines Service Office of any unauthorized use of the FLSO Tax Estimator and the FLSO Tax Estimator Web Service API or any other breach of security. Without limiting any rights which it may otherwise have, the Florida Surplus Lines Service Office reserves the right to take any and all action, as it deems necessary or reasonable, to ensure the security of the Sites and your account, including without limitation, terminating your account, changing your password, or requesting additional information to authorize transactions on your account. Notwithstanding the above, the Florida Surplus Lines Service Office may rely on the authority of anyone accessing your account or using your password and in no event and under no circumstances shall the Florida Surplus Lines Service Office be held liable to you for any liabilities or damages resulting from or arising out of (i) any action or inaction of the Florida Surplus Lines Service Office under this provision, (ii) any compromise of the confidentiality of your account or password, and (iii) any unauthorized access to the FLSO Tax Estimator and the FLSO Tax Estimator Web Service API.

Unauthorized access to or use of the FLSO Tax Estimator and the FLSO Tax Estimator Web Service API, or any Florida Surplus Lines Service Office site or service, is strictly prohibited. Violating the security of any aforementioned site is prohibited and may result in criminal and civil liability. The Florida Surplus Lines Service Office may investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of security violations include, without limitation, unauthorized access to or use of data or systems including any attempt to probe, scan, or test the vulnerability of the Site(s) or to breach security or authentication measures, unauthorized monitoring of data or traffic, interference with service to any user, host, or network including, without limitation, mail bombing, news bombing, other flooding techniques, deliberate attempts to overload a system, forging any e-mail header, or any part of a message header, and using manual or electronic means to avoid any use limitations.

## **FLSO TAX ESTIMATOR WEB SERVICE**

Subject to your compliance with these Terms, Authorized Users may: (a) access and use the Web Service solely for surplus lines tax, fee and assessment estimation purposes; and (b) install, copy, and use any related FLSO Tax Estimator Web Service materials that may be provided to you by FLSO in connection with the FLSO Tax Estimator Web Service, solely as necessary to access and use the Web Service in the manner permitted by this Section.

Usage of the FLSO Tax Estimator Web Service is expressly conditioned on you identifying FLSO as the owner of the FLSO Tax Estimator Web Service and any associated materials. In the event an Authorized User desires to embed a link to the FLSO Tax Estimator on its internal website, the Authorized User agrees to use the FLSO Tax Estimator Web Service button provided by FLSO and no other graphic. By using the FLSO Tax Estimator Web Service, you agree to not remove any FLSO logos, names, trademarks or copyright notices appearing on any FLSO Content.

You agree not to allow access to or use of the FLSO Tax Estimator Web Service or any associated materials by any third party other than your employees and contractors who (i) have a need to use or access the Web Service in connection with your internal policy management activities, and (ii) have executed written non-disclosure agreements obligating them to protect the confidentiality of non-public, proprietary information regarding the FLSO Tax Estimator Web Service.

You must comply with all policies and guidelines related to the FLSO Tax Estimator as posted on the FLSO website ([www.flsso.com](http://www.flsso.com)) or otherwise made available to you, including the Privacy Policy, Acceptable Use Policy, the Service Terms, and any additional terms and conditions for use of an FLSO product or service. FLSO may add or modify usage restrictions at any time.

FLSO may suspend or terminate your access to or use of the FLSO Tax Estimator Web Service at any time and for any reason. FLSO may at any time cease providing tax, service fee and assessment estimates through the FLSO Tax Estimator Web Service in its sole discretion and without notice. The FLSO Tax Estimator Web Service may also be unavailable due to scheduled and unscheduled maintenance. FLSO will use reasonable efforts to notify you in advance of scheduled maintenance, but FLSO is unable to provide advance notice of unscheduled or emergency maintenance.

In consideration of being allowed to access and use the FLSO Tax Estimator Web Service free of charge, you agree to provide FLSO with feedback relating to your access, usage or evaluation of the FLSO Tax Estimator or any related materials, including observations or information regarding the performance, features and functionality of the FLSO Tax Estimator Web Service. By providing such feedback, you agree that FLSO shall own such feedback and shall be free to use such feedback for the purposes of improving the Tax Estimator Web Service without further obligation or compensation to you.

Although we have no – and assume no – obligation to monitor your activities with regard to the FLSO Tax Estimator Web Service, FLSO reserves the right at any time to (i) monitor your use of the Tax Estimator Web Service, and (ii) terminate or suspend your use of some or all of the Web Service if you engage in activities that we conclude, in our discretion, violate these Terms or our Privacy Policy.

FLSO DOES NOT PROMISE THAT THE WEB SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT YOU WILL OBTAIN SPECIFIC RESULTS FROM YOUR USE OF THE WEB SERVICE OR YOUR USE OF ANY ESTIMATE OR CONTENT OBTAINED FROM IT. THE WEB SERVICE AND CONTENT ARE DELIVERED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WHEN YOU ACCESS THE WEB SERVICE, YOU DO SO AT YOUR OWN RISK. FLSO DOES NOT REPRESENT OR WARRANT THAT WEB SERVICE WILL BE FREE OF VIRUSES OR OTHER HARMFUL FEATURES.

FLSO EXPRESSLY DISCLAIMS: (i) ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (ii) ANY RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, COMPLETENESS OR LEGALITY OF INFORMATION AVAILABLE THROUGH THE WEB SERVICE; AND (iii) ANY RESPONSIBILITY OR LIABILITY FOR HARM RESULTING FROM DOWNLOADING OR ACCESSING INFORMATION

THROUGH THE WEB SERVICE, INCLUDING HARM CAUSED BY VIRUSES OR SIMILAR DESTRUCTIVE FEATURES. YOU EXPRESSLY AGREE THAT USE OF THE WEB SERVICE AND CONTENT IS AT YOUR SOLE RISK.

UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT OR NEGLIGENCE, WILL FLSO BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) THAT ARISE OUT OF OR ARE RELATED TO YOUR USE OF THE WEB SERVICE OR FLSO CONTENT.

You agree to defend, indemnify and hold FLSO and its subsidiaries, affiliates, officers, directors, agents and employees harmless from any liability to third parties, including reasonable attorneys' fees, arising from or related to your breach of these Terms. These Terms shall not be assignable by you, either in whole or in part. FLSO reserves the right to assign its rights and obligations under these Terms.

These Terms shall be governed in all respects by the laws of the State of Florida without giving effect to its conflicts of law provisions. Both parties submit to the personal jurisdiction of and venue in the state and federal courts in the State of Florida, in the judicial district where FLSO resides. The parties further agree that any cause of action arising under this Agreement shall exclusively be brought in such courts. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. FLSO's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. These Terms set forth the entire understanding and agreement between FLSO and you with respect to the subject matter hereof and supersede any prior or contemporaneous understanding, whether written or oral.