

Terms & Conditions | Legal Disclosures

Revised April 30, 2026

These Terms of Use, together with our Privacy Policy and any additional terms, conditions, or rules posted in specific areas of the website (collectively, the “Terms”), govern your access to and use of all websites owned, operated, or maintained by American Share Mutual Insurance Corporation and its affiliates, including American Share Insurance and Excess Share Insurance, (collectively, “The Company,” “we,” “us,” or “our”) on which these Terms are linked, our controlled social media pages, and any related online services (collectively, the “Sites”), as well as any products or services we offer through the Sites (collectively, the “Services”). **This agreement contains an arbitration clause – see below.**

Notwithstanding the foregoing, if you are our client and enter into a separate agreement with us for specific Services, such agreement will govern your relationship with us as to the subject matter thereof.

Please read this page carefully. By accessing this Sites or Services, you indicate your acknowledgement and acceptance of these Terms. You are not permitted to use the Sites or Services if you do not agree to be legally bound by these Terms.

Excess Share Insurance is a member owned, non-federal insurer. Members' accounts are not insured or guaranteed by any government or government-sponsored agency.

Modifications to the Terms

At its discretion, The Company may modify or revise these Terms or the Sites or Services, at any time. You are bound by any such modification or revision, and should therefore visit this page periodically to review these Terms.

Intended Audience

The Sites, Services, and Material (defined below) is intended for lawful use only by users who are 18 years of age or older and reside in the United States. If you are not a member of the intended audience, you are prohibited from accessing the Sites, Services, or Materials. By accessing or using the Sites, Services, or Materials, you represent and warrant that you are 18 years of age or older, a resident of the United States, and that you are the person you claim to be in your interactions with us and the Sites and Services.

Use of Material

The contents of this Site, including text, photographs, graphics, illustrations, artwork, software, video, sound, names, logos, trademarks, service marks and other material (“Material”) are protected by copyright and other laws in both the United States and elsewhere.

The Material includes both content owned or controlled by The Company and content owned or controlled by third parties and licensed to The Company.

Copyright in the pages, screens, text and images appearing at the site is owned by The Company or others as indicated. The information and materials contained in the Site or Services may not be copied, displayed, distributed, downloaded, licensed, modified, published, reposted, reproduced, reused, sold, transmitted, used to create a derivative work or otherwise used for public or commercial purposes without the express written permission of ASI or ESI.



If you would like information about obtaining The Company's permission to use any of the Material on your website, or, if you would like to link your website to our Sites or Services, please contact us using the information below.

If you violate any of these Terms, your permission to use the Material automatically terminates and you must immediately destroy any copies you have made of the Material.

Right To Use The Sites

The Company grants you a non-exclusive, non-transferable right to access and use the Sites and Material pursuant to these Terms for the purpose of browsing the Sites or obtaining Services. This limited and revocable authorization does not grant you any licenses, implied rights, or intellectual property rights. You agree that your use of the Sites, Services, and Material is at your sole risk and that you assume all responsibility for any reliance on the Material. While The Company strives to ensure accurate Material, we do not guarantee the accuracy or reliability of any Material on the Sites.

User Guidelines

You agree that you will use the Sites and Services in compliance with all applicable laws and regulations.

You agree that you will not use the Sites or Services to (i) defraud, harm, or impersonate another person; (ii) transmit communications that defame, abuse, harass, stalk, threaten, or otherwise violate the rights of any other person; (iii) transmit material that is unlawful, harassing, defamatory, abusive, indecent, threatening, harmful, vulgar, obscene, pornographic, or discriminatory; (iv) commit fraud, engage in criminal activity, or interfere with the use of the Sites by others; (v) transmit any information that infringes the copyrights, trademarks, trade secrets, or other proprietary rights of any third party; or (vi) reproduce, decompile, reverse engineer, or otherwise engage in any activity with the intent or effect of recreating or transferring to yourself or any third-party all or a portion of the Sites. The Company reserves the right, but is under no obligation, to review your use of the Sites and Services for compliance with these Terms.

Termination

The Company may suspend or terminate your use of the Sites or Services, in The Company's sole discretion, at any time for any reason and without notice to you.

Feedback

We always welcome and appreciate your feedback and suggestions. You understand that we cannot necessarily respond to or implement feedback or suggestions. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information provided by you to us are yours personally and not owned by a commercial entity. You grant us a worldwide, unrestricted, irrevocable, royalty-free license to distribute, publish, modify, edit, or otherwise use your submissions for any purpose, commercial or otherwise, without any acknowledgement of or compensation to you.

Consent For Communications

By providing your phone number to American Share Mutual Insurance Corporation via the Sites or Services, you provide your electronic signature and provide express written consent for American Share Mutual Insurance Corporation and its affiliates, including American Share Insurance and Excess Share Insurance, to contact you including via automated dialing equipment, prerecorded or artificial voice messages, and SMS/MMS text messages with information about our Services and marketing communications even if your number is listed on any state, federal, or entity Do Not Call list. Message frequency will vary depending on how you use the Services and our need to provide relevant information regarding your use the Services.

You may opt-out of certain communications or obtain assistance by contacting us at 1-800-521-6342 or by following the instructions in the message. Additionally, you may opt out of text communications by replying "STOP," "CANCEL," "END," "QUIT," "REVOKE,"



“OPT OUT,” or “UNSUBSCRIBE.”

You agree that you are authorized to receive calls at any number provided to us and that you are a United States resident 18 years of age or older. If your phone number changes, you must notify us immediately at 1-800-521-6342. You agree to indemnify us for all claims, expenses, and damages related to or caused in whole or in part by your failure to notify us immediately of a change in your telephone number.

Warranty Disclaimer

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Sites or Services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT. YOUR USE OF THE SITES, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITES IS AT YOUR OWN RISK. THE SITES, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SITES. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE SITES, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR YOUR USE, OR INABILITY TO USE, THE SITES, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE SITES OR SUCH OTHER WEBSITES, OR THE SERVICES INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. TO THE EXTENT APPLICABLE LAW DOES NOT ALLOW THE FOREGOING LIMITATION OF LIABILITY, YOU AGREE THAT OUR TOTAL LIABILITY TO YOU WILL NOT EXCEED FIFTY (\$50) DOLLARS.

The Company does not warrant that the Sites or Services will operate error-free or that this the Sites or Services or its server are free of computer viruses or other harmful items.



It is acknowledged that sometimes errors may occur while using this site. If your use of the Sites, Services, or Material results in the need for servicing or replacing equipment or data, The Company is not responsible for those costs.

Third parties provide some of the material on the Sites, and The Company shall not be held responsible for any such third-party material. In addition, the information provided herein is for informational purposes only and is subject to change without notice. Nothing on this site should be construed as either advice or legal opinion.

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Insurance Programs Mentioned in this Site

No insurance program is offered or will be sold in any jurisdiction in which such offer or solicitation would be unlawful under the laws of the jurisdiction. Some programs or product features may not be available in all states.

DMCA TAKEDOWN AND DMCA COUNTER-NOTICE Copyright Notice and Copyright Infringement

The Company takes claims of copyright infringement seriously. The Company will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Sites or Services infringe your copyright, you may request removal of those materials (or access to them) from the Sites or Services by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), the written notice (the "DMCA Notice") must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Sites or Services, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.



Our designated copyright agent to receive DMCA Notices is:

Helen Mac Murray
6525 West Campus Oval, Suite 210
New Albany, OH 43054
614-939-9955
DMCA@americanshare.com

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective. Please be aware that if you knowingly materially misrepresent that material or activity on the Sites or Services is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

Counter Notification Procedures

If you believe that material you posted on the Sites or Services was removed or access to it was disabled by mistake or misidentification, you may file a counter notification with us (a "Counter Notice") by submitting written notification to our copyright agent designated above. Pursuant to the DMCA, the Counter Notice must include substantially the following:

- Your physical or electronic signature.
- An identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).

A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled. The DMCA allows us to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within ten business days of receiving the copy of your Counter Notice. Please be aware that if you knowingly materially misrepresent that material or activity on the Sites was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

Repeat Infringers

It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.

Patent Infringement

If you believe that any material on the Sites constitutes infringement of any patent rights of yours, please provide The Company with a written notice (e-mail is sufficient) that includes the following information:

- An electronic or physical signature of a person authorized to act on behalf of the patent owner;
- Identification of the patent claimed to have been infringed;
- A description of the material on the Sites, which or the use of which, you contend is infringing, and where that material is located on the Sites;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good faith belief that the disputed material or use is not authorized by the patent owner, its agent, or the law;



- A statement by you, under penalty of perjury, that the information in your notice is accurate and that you are the patent owner or are authorized to act on the patent owner's behalf.

Links to Third-Party Websites

The Sites contains links to third party websites that are maintained by others. These links are provided solely as a convenience to you and not as an endorsement by The Company of the contents on such third-party websites. The Company is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third-party websites. If you decide to access linked third-party websites, you do so at your own risk.

Indemnity

You agree to defend, indemnify, and hold The Company and our affiliates, officers, directors, owners, employees, and agents harmless from and against any and all claims, governmental investigations, demands, actions, and proceedings, real or threatened, and all losses, judgments, awards, settlements, fines, injuries, penalties, and costs (including, without limitation, reasonable attorneys' fees and expenses) arising out of or related to (i) your use of the Sites, Services, or Materials; (ii) your transmission of any User Contributions; (iii) any breach or alleged breach of these Terms, including the representations contained herein, by you; (iv) your violation of any applicable law or regulation or any third party rights; or (v) your gross negligence or willful misconduct. The Company shall provide notice to you promptly of any such claim, suit, or proceeding and shall reasonably assist you, at your expense, in defending any such claim, suit or proceeding.

Information About You and Your Visits To The Sites

We will maintain certain information that you transmit as part of the Sites and Services for purposes of managing and providing the Sites and Services to you. All information we collect on the Sites and Services is subject to our Privacy Policy. By using the Sites or Services, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Execution of Financial and Other Transactions

Insured credit unions can only execute financial and other transactions (i.e., premium payments), or obtain credit union account information, by following the instructions stated within the password protected logon portions of the Sites. The Company is unable to execute transactions or provide credit union account information via e-mail. When using the Sites and associated third-party websites to execute transactions, problems can occur that are beyond the ability of The Company to correct. Access to the Sites and third-party websites may be limited or unavailable during periods of peak demand, systems upgrading, maintenance or other reasons. If you are not able to complete your transaction due to a system failure; fail to receive written confirmation of a transaction or its execution within ten (10) business days after execution; or receive confirmation of a transaction which you did not request, you should contact The Company at 1-800-521-6342 immediately. The Company will not assume responsibility for any potential system failures.

**For specific information related to use of the secured Premium Payment System, please refer to the "Security and Privacy" statement within the Premium Payment System.*

Your Account

Your policyholder account on the Sites may contain important documents and personal information. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You must provide accurate, complete, and up-to-date information. If you become aware of any loss, theft, or unauthorized use of your password and/or User ID, immediately notify The Company at 1-800-521-6342. You are responsible for the confidentiality and use of your password and User ID.

Remedies – Arbitration Required

Any controversy, dispute or claim arising out of or relating to this Agreement or breach thereof shall first be settled through good faith.



If the dispute cannot be settled through negotiation, the Parties agree to attempt in good faith to settle the dispute by mediation administered by JAMS. If the parties are unsuccessful at resolving the dispute through mediation, the parties agree to arbitration administered by JAMS or AAA. Judgment on the award may be entered in any court having jurisdiction.

Governing Law

The Terms are governed according to the laws of the State of Ohio, without regard to its conflicts of law principles. All claims, disputes, and suits arising out of or relating to these Terms, the Sites, or the Services must be brought solely in the district or federal courts located in Franklin County, Ohio, and the parties agree to the personal jurisdiction of such courts.

Careers

The Sites may contain a means for you to inquire about and/or apply for employment with us. You understand that nothing contained on the Sites constitutes an offer of employment by us.

Miscellaneous

The Terms constitute the entire agreement and understanding between you and us with regard to the subject matter hereof. Our failure to exercise or enforce any right or provision of the Terms will not operate as a waiver of such right or provision. If any provision of the Terms is determined to be unlawful, void, or unenforceable, the parties intend that the offending provision be modified to the minimum extent necessary to be lawful and enforceable. Portions of the Terms which by their nature would survive termination of your use of the Sites (e.g., disclaimer of warranties, limitation of liability, indemnification) will be deemed to survive. Headings are provided as a convenience and should not be used as interpretive aids. The Terms do not create any joint venture, partnership, employment, or agency relationship between the parties. You agree that ambiguities in the Terms will not be construed against us by attribution of drafting. We may assign any of our rights or obligations to others at any time without notice to you. You may not assign any of your rights or obligations to others without our prior written consent.

Questions

If you have any questions about these Terms, please contact us at via email: mail@americanshare.com.

Financial information contained in the CU Data Bank is derived from unaudited financial statements prepared by insured and other credit unions. American Share takes no responsibility for the accuracy of any such data. Policyholder credit unions and authorized users are cautioned that any conclusions drawn from the use of such data is their own and not to be attributed to American Share.

