

After completing these forms  
***DO NOT SEND THEM TO***  
THE ILLINOIS DEPARTMENT OF INSURANCE!!

These forms should be emailed or mailed to:

[membership@slai.org](mailto:membership@slai.org)

Membership Coordinator  
Surplus Line Association of Illinois  
100 S. Wacker Drive, Suite 350  
Chicago, IL 60606



# Surplus Line Association of Illinois Membership Registration Packet Instructions for Completing Forms

## **New Members: Why choose a *Firm* or *Individual* membership?**

**Individual Member.** Any surplus line licensee may join the Association as an Individual member. Filings for an Individual member are reported and billed under this individual licensee's membership. Premiums and taxes will be shown on the individual licensee's tax statements.

**Firm Member.** This is a convenience for firms that employ more than one surplus line licensee. The licensees are consolidated into a single membership and all policies filed are reported and billed to you on a consolidated basis. This can be very helpful when you are reconciling your books. One of the licensees is designated as the "*tax licensee*," and all premiums will be consolidated on their tax statements. The remaining licensees' tax statements show zero, but must still be signed and filed with the state at the appropriate times.

**New Individual Members.** Please complete the following:

- Licensee/Membership Form on Pages I & II.
- Individual Registration Form on Page III.
- If you are planning to electronically file with the Association you must complete a Terms of Use Agreement<sup>1</sup> beginning after Page V.

**New Firm Members.** Please complete the following:

- For the designated *tax licensee*, complete all of the Licensee/Membership Form on Pages I & II. For all other licensees, complete the top of Page I and skip Page II.
- Firm Registration Form on Page IV for **each** surplus line licensee (make copies as necessary). The designated *tax licensee* should be the one to sign the bottom of the form in the "Acceptance by Firm" section.
- If you are planning to electronically file with the Association you must complete a Terms of Use Agreement<sup>1</sup> beginning after Page V. The licensee chosen as the *tax licensee* for the firm should sign the Terms of Use Agreement.

**Current Firm Members adding a new licensee.** Please complete the following:

- Licensee/Membership Form on Page I (just the top portion unless the company or contact information has changed).
- Firm Registration Form on Page IV.

**Current Members registering for Electronic Filing.** Please complete the following:

- Licensee/Membership Form on Pages I & II for the *tax licensee* (of a Firm Membership) or the *only licensee* (for an Individual Membership).
- For Firm Members, complete just the **top** of Page I for all other licensees (*non-tax-licensees*).
- Individual Members must complete an Individual Registration Form on Page III.
- Firm Members must complete a Firm Registration Form on Page IV for **each** surplus line licensee (make copies as necessary)
- All members must complete one Terms of Use Agreement<sup>1</sup> beginning after Page V for their company. For Firm Members, the *tax licensee* should be the one to sign the agreement.

<sup>1</sup> If completing the Terms of Use Agreement, be certain to fill in the required information in Sections 1, 17 & 18.



# LICENSEE / MEMBERSHIP INFORMATION FORM

## Licensee Information

Licensee name: \_\_\_\_\_

Soc. Sec. No.: \_\_\_\_\_ Licensee work email: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Work Address: \_\_\_\_\_

Work Direct Line: \_\_\_\_\_ Ext: \_\_\_\_\_ Work Direct Fax: \_\_\_\_\_

Check here if adding a licensee to an **existing** Firm Membership, and  
• Enter existing SLAI Membership Number  
• Skip the rest of this page and skip Pages II & III (unless information has changed).  
• Complete Page IV.

- OR -

Check here if this is a **new** Membership, and  
• Complete remainder of this page and complete Page II.  
• Complete either Page III **or** Page IV (see instruction sheet).

- OR -

Check here if you are an existing Member **signing up for EFS**, and  
• Follow the instructions sheet regarding other forms to complete.

## Company Information

Company Name: \_\_\_\_\_

Company Website: \_\_\_\_\_

Main Office Address: \_\_\_\_\_

Main Office Phone: \_\_\_\_\_ Main Office Fax: \_\_\_\_\_

## Contact Instructions

Please complete the following page listing the various contact(s) for your company, as applicable. Remember, if you are adding a licensee to an existing firm membership you do not have to complete the following contact information sheet unless there is a change in the current information.

Please check all of the "Contact Type" boxes that apply to each contact you enter.

### Types of Contacts

**Filing Contact.** A person responsible for filing policies with our office. Enter one or more.

**Licensing Contact.** A person responsible for updating and maintaining all licensing information. Enter one or more.

**Billing Contact.** The person designated to receive monthly invoice and activity reports. Enter **only one**.

**Accounting Contact.** A person responsible for handling all accounting matters including check issuance, reconciliations and other accounting matters.

**Tax Stmt Contact.** The person responsible for handling all surplus line tax and fire marshal tax statements. Enter **only one**.

## Contact Information\*

Contact Type:	<input type="checkbox"/> Filing	<input type="checkbox"/> Licensing	<input type="checkbox"/> Billing	<input type="checkbox"/> Accounting	<input type="checkbox"/> Tax Statement
Contact Name:	_____				
Company Name:	_____				
	<small>(if different than Company Name on previous page)</small>				
Work Address:	_____				
	<small>(if different than Main Office Address on previous page)</small>				
	_____				
Work Direct Line:	_____	Ext:	_____	Work Direct Fax:	_____
Contact email:	_____				

Contact Type:	<input type="checkbox"/> Filing	<input type="checkbox"/> Licensing	<input type="checkbox"/> Billing	<input type="checkbox"/> Accounting	<input type="checkbox"/> Tax Statement
Contact Name:	_____				
Company Name:	_____				
	<small>(if different than Company Name on previous page)</small>				
Work Address:	_____				
	<small>(if different than Main Office Address on previous page)</small>				
	_____				
Work Direct Line:	_____	Ext:	_____	Work Direct Fax:	_____
Contact email:	_____				

Contact Type:	<input type="checkbox"/> Filing	<input type="checkbox"/> Licensing	<input type="checkbox"/> Billing	<input type="checkbox"/> Accounting	<input type="checkbox"/> Tax Statement
Contact Name:	_____				
Company Name:	_____				
	<small>(if different than Company Name on previous page)</small>				
Work Address:	_____				
	<small>(if different than Main Office Address on previous page)</small>				
	_____				
Work Direct Line:	_____	Ext:	_____	Work Direct Fax:	_____
Contact email:	_____				

Contact Type:	<input type="checkbox"/> Filing	<input type="checkbox"/> Licensing	<input type="checkbox"/> Billing	<input type="checkbox"/> Accounting	<input type="checkbox"/> Tax Statement
Contact Name:	_____				
Company Name:	_____				
	<small>(if different than Company Name on previous page)</small>				
Work Address:	_____				
	<small>(if different than Main Office Address on previous page)</small>				
	_____				
Work Direct Line:	_____	Ext:	_____	Work Direct Fax:	_____
Contact email:	_____				

Please return this form to:  
**Membership Coordinator**  
**Surplus Line Association of Illinois**  
**100 S. Wacker Drive, Suite 350**  
**Chicago, IL 60606**  
**membership@slai.org**

If you have any questions regarding this form,  
please call the Association at 312.263.1993.

\*Please make additional copies of contact  
sheet as needed.



(To be completed by licensed surplus line producers with an *Individual* Association Membership)

## INDIVIDUAL REGISTRATION FORM

### Licensee Acknowledgment and Authorization

I hereby authorize the appropriate administrative staff, and other persons as I may designate from time to time, to act on my behalf as Administrator for the purposes of SLAI's electronic and paper-based filing systems, and I hereby authorize the Administrator to make submissions to the SLAI, pursuant to the SLAI's electronic and paper-based filing systems, on all Illinois surplus line business conducted under my Illinois surplus line license.

**I understand and acknowledge that authorization of the Administrator does not relieve me of my obligations to comply with all requirements of the Illinois surplus line law, and that I, and not the Administrator, am personally responsible for making submissions to the SLAI as required by Illinois Insurance Code section 445, and for the accuracy and completeness of those submissions.**

\_\_\_\_\_  
Print or Type Name of Licensee

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Soc. Sec. No.

\_\_\_\_\_  
Date

Please return this form to:  
**Membership Coordinator**  
**Surplus Line Association of Illinois**  
**100 S. Wacker Drive, Suite 350**  
**Chicago, IL 60606**  
**membership@slai.org**

If you have any questions regarding this form, please call the Association at 312.263.1993.



(Complete only if two or more licensed surplus line producers wish to consolidate under one membership)

### FIRM REGISTRATION FORM

This form is to be completed by each Surplus Line Producer who wishes to consolidate premium writings with other Surplus Line Producers under one Firm Membership.

#### Licensee Designation and Delegation of Powers

The undersigned hereby designates \_\_\_\_\_ (Name of Firm)

as the firm under which I wish to consolidate my Illinois surplus line insurance premiums for reporting, voting and all other purposes of the Surplus Line Association of Illinois ("SLAI") and to which I hereby delegate all powers I am entitled to exercise as a member of the SLAI, including determination of a quorum and the right to vote. This designation and delegation of powers shall remain in full force and effect until I advise the SLAI in writing of a change in or withdrawal of such designation.

I also hereby authorize the appropriate officers, producers or administrative staff of the above named firm, and other persons as I may designate from time to time, to act on my behalf as Administrator(s) for the purposes of SLAI's electronic and paper-based filing systems, and I hereby authorize the Administrator(s) to make submissions to the SLAI, pursuant to the SLAI's electronic and paper-based filing systems, on all Illinois surplus line business conducted under my Illinois surplus line license.

**I understand and acknowledge that designation of the above named firm and the appointment of the Administrator does not relieve me of my obligations to comply with all requirements of the Illinois surplus line law, and that I, and not the Administrator, am personally responsible for making submissions to the SLAI as required by Illinois Insurance Code section 445, and for the accuracy and completeness of those submissions.**

\_\_\_\_\_  
Print or Type Name of Licensee

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Soc. Sec. No.

\_\_\_\_\_  
Date

#### Acceptance by Firm

On behalf of the above named firm, I hereby accept this designation and delegation of powers and agree to be responsible to the Association for the processing of surplus line documents and payment of the stamping fees of the above individual.

\_\_\_\_\_  
Print or Type Name of Firm

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name of Licensee Accepting Responsibility

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Title of Licensee Accepting Responsibility

Please return this form to:  
**Membership Coordinator**  
**Surplus Line Association of Illinois**  
**100 S. Wacker Drive, Suite 350**  
**Chicago, IL 60606**  
**membership@slai.org**

If you have any questions regarding this form, please call the Association at 312.263.1993.



# **SURPLUS LINE ASSOCIATION OF ILLINOIS ELECTRONIC FILING SYSTEM TERMS OF USE AGREEMENT**

# SURPLUS LINE ASSOCIATION OF ILLINOIS ELECTRONIC FILING SYSTEM TERMS OF USE AGREEMENT

## 1. Agreement

This Terms of Use Agreement (this "**Agreement**") is made and entered into as of \_\_\_\_\_ (the "**Effective Date**") by and between Surplus Line Association of Illinois ("**SLAI**") and either (*fill in ONLY ONE of the following*):

- (i) \_\_\_\_\_ (if a firm member of the SLAI), on behalf of itself and all  
(firm name)  
individual surplus line producers who designate it pursuant to the SLAI Firm Registration Form (the "**User**"); or
- (ii) \_\_\_\_\_ (if an individual member of the SLAI), on behalf of himself or  
(licensee name)  
herself (the "**User**")

and governs User's use of the SLAI electronic filing system (the "**EFS**").

### **Legal Authority**

User represents and warrants that User has legal authority and power to enter into this Agreement; and User also confirms that this Agreement constitutes a valid and binding obligation of User and is binding on all individual surplus line producers who designate it pursuant to the SLAI Firm Designation Form.

### **Updates**

This Agreement may be updated or changed from time to time. User can review the most current version of this Agreement at any time at [www.slai.org/efile](http://www.slai.org/efile). If SLAI makes a change to this Agreement and SLAI believes that change has a material impact on the EFS, User will be provided notice of that change. User's continued use of the EFS following such changes constitutes User's acceptance of those changes.

### **Membership and Registration Obligations**

When User enters into this Agreement and completes the registration process for the EFS, User becomes authorized for electronic access its SLAI membership account. User and persons authorized to act on its behalf will be asked to choose a password or passwords and log-in ("**Account Info**"). All information that User or a person authorized to act on its behalf provides to SLAI must be accurate, including User's name, address, e-mail address, the individual authorized by User to serve as its primary administrator ("**EFS Administrator**") with respect to the EFS, and any other requested data ("**Registration Data**"). User is responsible for keeping such information up-to-date and must provide changes promptly to SLAI by modifying the account information at [www.slai.org/efile](http://www.slai.org/efile). User will be solely responsible for managing access to its account and Account Info., for managing multiple User log-ins and passwords, and for managing and maintaining security of User's passwords and log-in information, and User agrees that SLAI has no liability or responsibility with respect of or arising out of User's management of, or failure to manage, such information and uses.

## 2. Use of EFS

User's computer must be connected to an Internet connection, which User must obtain separately. The EFS may be modified from time to time by SLAI. User understands and agrees that SLAI assumes no responsibility for the timeliness, deletion, mis-delivery, or failure to store any user or personalization settings.

### **Use of EFS.**

Subject to the terms and conditions contained in this Agreement, User may use the EFS to report data regarding surplus line policies written through User and to obtain data on the User's account from the SLAI.

User receives no title or right of ownership in or to any software or other materials provided to User or for User's use in connection with the EFS. All title, including but not limited to copyrights and patent rights, in and to the EFS and any software or other materials related to the EFS are owned by SLAI or its affiliates, licensors, or suppliers. All rights not expressly granted are reserved by SLAI and its affiliates, licensors, and suppliers.

User understands that at SLAI's sole discretion, all or part of the EFS may be provided by a third party subcontracted by SLAI.

### **3. Connection to the EFS**

#### ***Equipment & Software***

Other than software provided to User or for User's use by SLAI for utilizing the EFS, and any revised version thereof that User chooses to use, User must provide all equipment, devices, and software necessary to utilize the EFS. Due to the infinite number of possible combinations of hardware and software, User is responsible for the compatibility of User's system with the EFS. Any equipment, devices or software that were not provided to User by SLAI under this Agreement are not the responsibility of SLAI, and SLAI will not provide support and will not be responsible for their ongoing maintenance or management.

#### ***Operational Limits; Force Majeure***

Provisioning of the EFS is subject to the availability and the operational limitations of the requisite equipment and associated facilities. User understands and agrees that temporary interruptions of the EFS service may occur as normal events in the provision of the EFS and that SLAI is not liable for such interruptions. User further understands and agrees that SLAI has no control over non-SLAI provided equipment and third party networks User may use to access the EFS and, therefore, delays and disruptions from such equipment and networks are beyond the control of SLAI. In addition, none of SLAI or its subsidiaries, affiliates, co-branders, suppliers, licensors, partners, or other related parties, or their respective officers, agents, representatives, or employees will be responsible or liable for any failure of performance, if such failure is due to any cause beyond their reasonable control or otherwise commonly known as force majeure, including acts of God, fire, explosion, vandalism, nuclear disaster, sun spots, solar flares, terrorism, epidemic, cable cut, storm, or other similar occurrence, any law, order, regulation, direction, action, or request by any government, civil, or military authority, national emergencies, insurrections, riots, wars, labor difficulties, supplier failures, shortages, breaches, or delays, or suspension of existing EFS in compliance with the state and/or federal law, rules and regulations, or delays caused by User or User's equipment.

### **4. Fees**

The User acknowledges that while the SLAI will not at this time charge any separate fee for the EFS, the SLAI stamping fees will apply to each filing made under the SLAI electronic filing system.

### **5. Prohibitions and Limitations.**

#### Prohibited Uses of EFS

User agrees that User will NOT use the EFS to:

- (a) upload, post, transmit, or otherwise back-up or store any information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials ("**Content**") that
  - i. are unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
  - ii. harm minors in any way;
  - iii. impersonate any person or entity, or falsely state or otherwise misrepresent User's affiliation with a person or entity;
- (b) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the EFS;
- (c) upload, post, transmit, or otherwise back-up or store any Content for which User does not have a right to do such under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned as part of employment relationships or under nondisclosure agreements);

- (d) upload, post, transmit, or otherwise back-up or store any Content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights ("**Rights**") of any party;
- (e) upload, post, transmit, or otherwise back-up or store any Content that constitutes unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- (f) upload, post, email, transmit, or otherwise back-up or store any Content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- (g) interfere with or disrupt the EFS or servers or networks connected to the EFS, or disobey any requirements, procedures, policies or regulations of networks connected to the EFS;
- (h) intentionally or unintentionally violate any applicable local, state, national or international law, including but not limited to regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
- (i) provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act; or
- (j) collect or store personal data about other users.

User is also prohibited from doing any of the following:

- (a) copying or modifying any software or other materials provided with the EFS;
- (b) removing or altering any copyright notices associated with the EFS;
- (c) transferring, sharing, reselling, outsourcing, or distributing all or any portion of the EFS to third parties; and
- (d) reverse engineering, decompiling, or disassembling the EFS.

### ***Attempts to Break Security***

User understands and agrees that any attempt to break security or to access any account other than the User's SLAI account will be considered a material breach of this Agreement, and such breach may result in suspension or termination of the EFS and possibly referral to law enforcement authorities. Unauthorized access to the EFS, restricted portions of the EFS or the telecommunications or computer facilities used to deliver the EFS is a breach of this Agreement whether or not such activities are a violation of law. Further, User is required to take adequate security measures to prohibit others from unauthorized access or use of the EFS, and User must take prompt remedial measures upon notice of breaches or potential breaches of security.

### **6. Interstate Nature of EFS**

By registering to use the EFS, User acknowledges that in using the EFS, User will be causing communications to be sent through computer networks of SLAI and other companies, portions of which are located in various states throughout the United States. As a result, even communications that seem to be intrastate in nature can result in the transmission of interstate communications regardless of where User is physically located at the time of transmission. Accordingly, by agreeing to this Agreement, User acknowledges that use of the EFS may result in interstate data transmissions.

## **7. Ownership of Content; License**

User understands that all Content is User's sole responsibility, as the originator of the Content. This means that User, and not SLAI, its affiliates, partners or suppliers, is entirely responsible for all Content that User uploads, downloads, posts, transmits, or back-ups or stores via the EFS. User expressly agrees SLAI does not control the Content posted via the EFS and SLAI, its affiliates, partners or suppliers do not guarantee the accuracy, integrity, quality, or completeness of such Content.

There is a risk that others may attempt to access User's computer through the Internet or connected networks. User acknowledges this risk as inherent to the nature of the EFS and User agrees to take full responsibility for taking adequate security precautions and safeguarding User's data from loss.

Under no circumstances will SLAI nor its affiliates, partners or suppliers be liable in any way for any Content, including but not limited to any errors or omissions in any Content or any loss or damage of any kind incurred as a result of the use of any Content uploaded, downloaded, posted, transmitted or otherwise backed-up or stored via the EFS.

### ***Grant of License***

User grants SLAI a perpetual, irrevocable, and fully sub-licensable license to reproduce, modify, and/or adapt such Content as necessary for SLAI to perform the duties set forth in this Agreement and under applicable laws and regulations.

### ***Disclosure of Content***

SLAI may be required to disclose information to individuals asserting rights under applicable laws and regulations, and User expressly authorizes SLAI to comply with any and all lawful notices, subpoenas, court orders, or warrants without prior notice to User.

### ***Proprietary Rights***

Nothing contained in this Agreement may be construed to convey to User any interest, title, or license in any SLAI-provided information or software used by User in connection with the EFS. User also acknowledges and agrees that the EFS and any software provided to use the EFS contains proprietary and confidential information that is protected by applicable intellectual property and other laws.

## **8. Indemnity**

User agrees to indemnify and hold SLAI and its subsidiaries, affiliates, co-branders, suppliers, licensors, partners, and other related parties, and their respective officers, agents, representatives, and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content User submits, posts, transmits, backs-up or stores through the EFS, User's use of the EFS, User's connection to the EFS, User's violation of this Agreement, User's violation of statutes, laws, ordinances, orders, regulations, codes or common law, or User's violation of any rights of another.

## **9. Term and Termination**

Upon any termination or expiration of the EFS set forth herein, User must cease using the EFS and destroy or return all copies of software and materials provided to User for the EFS. Upon termination of the EFS, SLAI shall have no responsibility or obligation to provide User with access to Content or to retain Content under any circumstances.

### ***Termination for Cause***

SLAI may immediately terminate all or a portion of User's use of the EFS without notice, for conduct that SLAI reasonably believes is: (a) illegal (including, without limitation, violating copyright and intellectual property laws), fraudulent, harassing, or abusive; (b) a violation of this Agreement or any policies or guidelines posted by SLAI on the EFS; or (c) harmful to other users, third parties, the EFS, or the business interests of SLAI. If SLAI has terminated or suspended a portion but not all of User's use of the EFS for the foregoing reasons, User will nevertheless be responsible for all charges, if any, for the EFS through the date of termination. Use of the EFS for illegal, fraudulent, or abusive purposes may be referred to law enforcement authorities without notice to User.

### ***Termination - Legal Event***

In the event a ruling, regulation, order, or official guidance issued by a judicial, legislative, or regulatory body causes SLAI to believe that this Agreement and/or the EFS provided hereunder may be in conflict with such rules, regulations, orders, or guidance, SLAI may suspend or terminate the EFS, or terminate this Agreement without liability. In the event SLAI cannot arrange for reasonably comparable EFS within a reasonable period of time (not less than 45 days) following such ruling, regulation, order, or guidance; SLAI may permanently terminate the EFS without liability.

### ***Termination - Sub-contractor or Vendor Event***

In the event an SLAI subcontractor or vendor for the material features of the EFS stops providing a material input for the EFS (or changes any material features thereof) to SLAI for any reason, SLAI will have a reasonable opportunity to arrange for alternative subcontractors or vendors to continue the provision of the EFS. In the event SLAI cannot arrange for reasonably comparable EFS within a reasonable period of time (not less than 45 days) following such sub-contractor or vendor event, SLAI may thereafter permanently terminate the EFS without liability.

### **Term and Termination for Convenience.**

The EFS is provided under this Agreement on a month-to-month basis. SLAI may discontinue EFS at any time upon thirty (30) days prior notice to User.

## **10. Software**

### ***License***

User's use of any software provided by SLAI in connection with the EFS (the "**Software**"), subject to all terms and conditions of this Agreement, SLAI hereby grants User a personal, non-transferable and non-exclusive license to use the object code of the Software in connection with use of the EFS; provided that User does not (and does not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse compile, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer or attempt to transfer any right in the Software. User agrees not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the EFS. User agrees not to access the EFS by any means other than through the interface that is provided by SLAI for use in accessing the EFS.

### ***Software, Equipment Data and Settings***

SLAI is not responsible in any way for any computer programs or devices intended for use in connection with the Software. SLAI reserves the right to manage equipment used for the EFS. Attempts by User or a third party to change, interfere with, or block access to equipment data or settings constitutes a breach of this Agreement.

## **Export Limits**

None of the Software or underlying information or technology may be downloaded or otherwise exported or re-exported (a) into (or to a national or resident of) any country to which the United States has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders.

## **11. Representations and Warranties.**

User represents and warrants that User has all necessary right, title and interest to bind User to these terms and conditions, and perform User's obligations under these terms and conditions. User represents and warrants that User's use of the EFS will comply with this Agreement.

## **12. Disclaimer.**

User expressly understands and agrees that:

- (a) USER'S USE OF THE EFS AND/OR SOFTWARE IS AT USER'S SOLE RISK. THE EFS AND/OR SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SLAI AND ITS SUBSIDIARIES, AFFILIATES, SUPPLIERS, LICENSORS, PARTNERS, AND OTHER RELATED PARTIES, AND THEIR RESPECTIVE OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES EXPRESSLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- (b) SLAI AND ITS SUBSIDIARIES, AFFILIATES, SUPPLIERS, LICENSORS, PARTNERS, AND OTHER RELATED PARTIES, AND THEIR RESPECTIVE OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES MAKE NO WARRANTY THAT (i) THE EFS AND/OR SOFTWARE WILL MEET USER'S REQUIREMENTS, (ii) THE EFS AND/OR SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE EFS AND/OR SOFTWARE WILL BE 100% ACCURATE OR RELIABLE, OR (iv) ANY ERRORS IN THE EFS AND/OR SOFTWARE WILL BE CORRECTED.
- (c) ANY CONTENT BACK UP OR STORAGE THROUGH THE USE OF THE EFS AND/OR SOFTWARE IS DONE AT USER'S OWN DISCRETION AND RISK AND USER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO USER'S COMPUTER SYSTEM.
- (d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY USER FROM SLAI OR THROUGH OR FROM THE EFS AND/OR SOFTWARE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.
- (e) NO BAILMENT OR SIMILAR OBLIGATION IS CREATED BY THESE TERMS AND CONDITIONS OR THE PROVISION OF THE EFS. SLAI AND ITS SUBSIDIARIES, AFFILIATES, CO-BRANDERS, SUPPLIERS, LICENSORS, PARTNERS, AND OTHER RELATED PARTIES, AND THEIR RESPECTIVE OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES SHALL HAVE NO RESPONSIBILITY OR OBLIGATION TO MONITOR, SUPERVISE OR OVERSEE THE CONTENT OF DATA BACKED UP USING THE EFS.

### **13. Limitation of Liability.**

USER EXPRESSLY UNDERSTANDS AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SLAI AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR LICENSORS WILL NOT BE LIABLE TO USER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF REVENUE, PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SLAI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE EFS AND/OR SOFTWARE; (b) THE COST OF PROCUREMENT OF SUBSTITUTE EFS; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF USER'S TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE EFS AND/ OR SOFTWARE; (e) FAILURE TO INSURE THE COMPATIBILITY OF USER'S SYSTEM (I.E., THE EQUIPMENT, DEVICES, AND SOFTWARE THAT USER PROVIDES TO USE THE EFS) WITH THE EFS AND/OR SOFTWARE, OR (f) ANY OTHER MATTER RELATING TO THE EFS, SOFTWARE AND/OR THIS AGREEMENT.

IN ANY CASE, SLAI'S AND ITS SUBSIDIARIES', AFFILIATES', CO-BRANDERS', SUPPLIERS', LICENSORS', PARTNERS', AND OTHER RELATED PARTIES', AND THEIR RESPECTIVE OFFICERS', AGENTS', REPRESENTATIVES', AND EMPLOYEES' ENTIRE LIABILITY, IN THE AGGREGATE, UNDER ANY PROVISION(S) OF THESE TERMS AND CONDITIONS, INCLUDING FOR ANY AND ALL LOSSES, DAMAGES, EXPENSES, COSTS, PENALTIES, FINES, AND FEES OR FOR ANY AND ALL CLAIMS RELATING TO THE EFS, SHALL BE LIMITED TO \$100.00.

### **14. Exclusions and Limitations.**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 12 AND 13 MAY NOT APPLY TO USER.

### **15. Notices**

Unless otherwise specified in this agreement, notices to user may be made via either email or regular mail. SLAI may also provide notices of changes to this agreement or other matters by sending email, displaying notices or links to notices to user generally on the EFS, or by posting material at [www.slai.org/efile](http://www.slai.org/efile). It is user's responsibility to check the website and user's email for such notices.

### **16. Miscellaneous.**

This agreement and any other policies or guidelines referenced herein contain the entire agreement between SLAI and user relating to the subject matter contained herein and supersede any and all other agreements, representations or warranties in connection with such subject matter. No waiver of these terms and conditions shall be valid unless in a signed writing, and no waiver of any default under these terms and conditions shall serve to waive any future default. These terms and conditions shall be governed by, and interpreted and construed in accordance with, the laws of the state of Illinois, without giving effect to the conflict of law rules of such state. The failure to exercise or enforce any right or provision of this agreement will not constitute a waiver of such right or provision. If any provision of these terms and conditions is held invalid, unenforceable, or illegal for any reason, such provision shall be deemed to apply only to the maximum extent permitted by law, and the remainder of these terms and conditions shall remain valid and enforceable. User agrees that there shall be no third party beneficiaries to this agreement. User agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the EFS or this agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles and paragraph headings in this agreement are for convenience only and have no legal or contractual effect. SLAI may assign this agreement and its rights and obligations pertaining to the provision of the EFS, or parts thereof, to a parent or affiliated company without notice.

**17. EFS Administrator**

The following person is designated as the initial EFS Administrator. User understands and agrees to the following:

- **Only the surplus line licensee signing below has the authority to change the EFS Administrator.**
- **The EFS Administrator can be changed at any time by notifying the SLAI.**
- **The SLAI will initially set up the EFS Administrator's log-in and password.**
- **The EFS Administrator is responsible for setting up additional log-ins, passwords and other Account Info and overall maintenance of the account.**
- **The surplus line licensee must notify the SLAI immediately if they wish to revoke the EFS Administrator's access (for instance, if the EFS Administrator's employment is terminated).**

Name of EFS Administrator \_\_\_\_\_

E-mail Address \_\_\_\_\_

Phone Number \_\_\_\_\_

**18. Acceptance / Signature**

The undersigned, on behalf of the above named User, agrees to the above terms of use, and certifies that he or she is authorized to make this agreement on behalf of the above named User.

\_\_\_\_\_  
Surplus Line Licensee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title