



**Application for Affiliate Membership to the PLRB - Franchisor**

Thank you for your interest in the PLRB Affiliate Membership Program. The PLRB is dedicated to promoting education, professional development, networking, and efficiency within the property and casualty industry. To be eligible for affiliate membership, your company, firm, or organization *must provide services to the property and casualty industry* as independent adjusters, defense attorneys, experts, restoration specialists, replacement services, or technology providers. **Applications from Public Adjusters, Agents, or Brokers will not be accepted.** For eligibility requirements, please see section I.C. on page 6 of this application. If you have any questions, please call Paul Dispensa, Vice President - Liability Services & Membership, 630-724-2252.

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**Please fill in the following information:**

Contact Person: \_\_\_\_\_

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zipcode: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

World Wide Web URL: \_\_\_\_\_

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**List all e-mail domains registered to your company only. (not yahoo.com, etc.)**

\_\_\_\_\_  
\_\_\_\_\_

**Category 1.** Please check the categories that BEST describe your company.

<input type="checkbox"/> Accident Scene Investigation	<input type="checkbox"/> Accounting Services	<input type="checkbox"/> Actuarial/Analytical Services	<input type="checkbox"/> Adjuster Licensing Compliance
<input type="checkbox"/> Adjusting Firm	<input type="checkbox"/> Aerial Imagery	<input type="checkbox"/> ALE/Housing	<input type="checkbox"/> Appraisal
<input type="checkbox"/> Art Restoration	<input type="checkbox"/> Associations	<input type="checkbox"/> Audit	<input type="checkbox"/> Auto Restoration
<input type="checkbox"/> Auto Services	<input type="checkbox"/> Billing Solutions	<input type="checkbox"/> Biohazard Cleanup	<input type="checkbox"/> Claims Management Software
<input type="checkbox"/> Commercial Restoration	<input type="checkbox"/> Communications	<input type="checkbox"/> Compliance	<input type="checkbox"/> Construction/Restoration
<input type="checkbox"/> Consulting	<input type="checkbox"/> Content Valuation/Inventory	<input type="checkbox"/> Contractor(s)	<input type="checkbox"/> Document Restoration
<input type="checkbox"/> Education	<input type="checkbox"/> Electronic/Equipment Restoration	<input type="checkbox"/> Engineering	<input type="checkbox"/> Environmental/Remediation
<input type="checkbox"/> Equipment	<input type="checkbox"/> E-Solutions	<input type="checkbox"/> Estimating	<input type="checkbox"/> Expert Witness Testimony
<input type="checkbox"/> Financial Services	<input type="checkbox"/> Fire Investigation/Cause & Origin	<input type="checkbox"/> Flooring Solutions	<input type="checkbox"/> Forensic
<input type="checkbox"/> Furniture Repair/Restoration	<input type="checkbox"/> GIS & Technology	<input type="checkbox"/> Home Improvement	<input type="checkbox"/> Horticultural Services/Landscaping
<input type="checkbox"/> HVAC	<input type="checkbox"/> Information Services	<input type="checkbox"/> Investigating	<input type="checkbox"/> Jewelry Replacement
<input type="checkbox"/> Ladder Assist	<input type="checkbox"/> Large Loss/Catastrophe Services	<input type="checkbox"/> Legal Billing Review	<input type="checkbox"/> Legal Services
<input type="checkbox"/> Liability/Casualty Adjusting	<input type="checkbox"/> Licensing Services	<input type="checkbox"/> Loss Valuation - Building	<input type="checkbox"/> Loss Valuation - Contents
<input type="checkbox"/> Marine Adjusting	<input type="checkbox"/> Medical Billing Review/Record Retrieval	<input type="checkbox"/> Medical Evaluation	<input type="checkbox"/> Mitigation/Emergency Services
<input type="checkbox"/> Plastics Engineering	<input type="checkbox"/> Property Adjusting	<input type="checkbox"/> Property Replacements	<input type="checkbox"/> Publisher
<input type="checkbox"/> Quality Assurance	<input type="checkbox"/> Residential Restoration	<input type="checkbox"/> Restoration	<input type="checkbox"/> Risk Management
<input type="checkbox"/> Roofing Solutions	<input type="checkbox"/> Salvage	<input type="checkbox"/> Software	<input type="checkbox"/> Staffing Services
<input type="checkbox"/> Storage	<input type="checkbox"/> Subrogation	<input type="checkbox"/> Technologies	<input type="checkbox"/> Temporary Business Services
<input type="checkbox"/> Textile Restoration	<input type="checkbox"/> Third Party Administration	<input type="checkbox"/> Transcription Services	<input type="checkbox"/> Underwriting
<input type="checkbox"/> Water Damage/ Flood Recovery	<input type="checkbox"/> Weather Reporting Services		

## The Affiliate Membership Dues Formula - Franchisor:

The formula for a qualifying **franchise organization** is:

$$\text{\$850} + (\text{\$180}/\text{franchise office} \times \text{no. of offices})$$

All franchise offices must be included. By joining, all of your franchisees qualify for member benefits.

**Maximum franchise dues will be \$45,000.** If you have any questions regarding this matter, please see the attached information sheet. If you have additional questions, please call Paul Dispensa, Vice President and Director of Membership at 630-724-2252.

### Questions

1. Our company has \_\_\_\_\_ franchise office locations in the U.S.
2. Approximately \_\_\_\_\_ percent of our operations are devoted to providing services to property or casualty insurers or helping others cope with or recover from insurable losses or claims.

Note that the franchise program provides:

Franchisors and franchisees may become affiliate members only under limited circumstances.

1. For purposes of determining eligibility of franchisors and franchisees in Affiliate Membership in the PLRB, "Franchise" shall mean:

An agreement in which franchisees undertake to conduct a business or sell a product or service in accordance with the methods and procedures prescribed by the franchisor, and the franchisor undertakes to assist the franchisee through advertising, promotion, and other advisory services. Where the franchise arrangement consists merely of a license to use trademark or trade name with no significant advisory services or establishment of methods and procedures by the franchisor, the arrangement shall not be considered a franchise. Furthermore, a franchisee must use the franchisor's trademark or trade name as its primary name. A franchise arrangement wherein the franchise trade name is used as a secondary name or shown as an affiliation or network shall not constitute a franchise.

2. Franchisees may only be Affiliate Members as part of their Franchisor's membership.
3. Franchisors are solely responsible for paying member dues.
4. Franchisors must pay annual dues based on a dues formula factoring in all of its Franchisees.
5. Other requirements and limitations in the affiliate program apply to franchisors and franchisees.

**Total PLRB Affiliate Membership Dues:** \_\_\_\_\_

**Dues will be prorated based on the date your application is processed through the current calendar year-end. If you join in the months of November or December, your dues will be prorated through the end of the year and the following year's dues will also be included in your amount due.**

**Payment Information:**

**By Credit Card:**     American Express     Visa     MasterCard     Discover

\_\_\_\_\_  
ACCOUNT NUMBER

\_\_\_\_\_  
EXP. DATE

\_\_\_\_\_  
SECURITY CODE

\_\_\_\_\_  
NAME (AS IT APPEARS ON THE CARD)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
ADDRESS ON CARD

This application was completed by \_\_\_\_\_ . My title is \_\_\_\_\_ . My phone number is \_\_\_\_\_ .

I swear that I am knowledgeable regarding the information contained herein and that I answered the application truthfully as of the date indicated below. Furthermore, I understand that failure to report the above information accurately is a breach of my obligations to the PLRB and as a result of that breach my company's membership may be revoked, my company may lose privileges, and my company may be responsible for back dues, interest, and other penalties.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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**Referral** (if applicable)

Who referred you and assisted you in applying to the PLRB Affiliate Member program?

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

Referring Account Executive: \_\_\_\_\_

**Since Affiliate Membership is based on your entire organization, please include the following information for each of your office locations. This information will allow us to list each of the identified offices in PLRB's Service Provider Directory which is used by insurers and others to locate appropriate service providers in a particular geographic area. You can also attach a separate page or e-mail a spreadsheet to pbecker@plrb.org.**

**Additional Office I:**

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Contact Person: \_\_\_\_\_

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Additional Office II:**

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Contact Person: \_\_\_\_\_

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Additional Office III: (Please copy form if you have additional office locations)**

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Contact Person: \_\_\_\_\_

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

## PLRB AFFILIATE MEMBER PROGRAM

### I. ELIGIBILITY

- A. Only the following are eligible for the PLRB Affiliate Member Program.
1. independent adjusters or adjusting companies, i.e., those providing property or casualty claims adjustment services directly to insurers on an independent contractor basis; and
  2. service providers who directly assist insurers in the property/casualty claims adjustment process, including but not limited to, salvors, engineers, accountants, restoration contractors, replacement services, professional appraisers, and attorneys.
- B. Affiliate Membership is open to entities such as solo practitioners, partnerships, corporations, or limited liability entities. PLRB is a trade association as apposed to a professional association. Consequently, membership is not offered to individuals, departments or divisions within eligible entities. Partial memberships in the PLRB will not be offered.
- C. No other persons or entities are eligible for the PLRB Affiliate Member Program including, but not limited to:
1. independent insurance agents or agencies; insurance brokers or brokerage firms;
  2. self-insureds or insured persons or entities, unless they are also within categories I.A.1. or I.A.2. above;
  3. state insurance departments or any other governmental entity or department;
  4. associations, societies, networks, and marketing organizations;
  5. franchisors and franchisees except as provide in I. D. below.
  6. insurance companies or underwriting organizations; and
  7. public adjusters or public adjusting firms.
- D. Franchisors and franchisees may become affiliate members only under limited circumstances.
2. For purposes of determining eligibility of franchisors and franchisees in Affiliate Membership in the PLRB, "Franchise" shall mean:

An agreement in which franchisees undertake to conduct a business or sell a product or service in accordance with the methods and procedures proscribed by the franchisor, and the franchisor undertakes to assist the franchisee through advertising, promotion, and other advisory services. Where the franchise

arrangement consists merely of a license to use trademark or trade name with no significant advisory services or establishment of methods and procedures by the franchisor, the arrangement shall not be considered a franchise. Furthermore, franchisees must use the franchisor's trademark or trade name as its primary name. A franchise arrangement wherein the franchise trade name is used as a secondary name or shown as an affiliation or network shall not constitute a franchise.

6. Franchisees may only be Affiliate Members as part of their Franchisor's membership.
7. Franchisors are solely responsible for paying member dues.
8. Franchisors must pay annual dues based on a dues formula factoring in all of its Franchisees.
9. Other requirements and limitations in the affiliate program apply to franchisors and franchisees.

## II. CONDITIONS

- A. Each applicant must promise and agree that during the membership period the Affiliate Member will not:
  1. directly bill any member insurer for time or cost involved in using the materials provided by PLRB; or
  2. reproduce or distribute any PLRB material except for the exclusive use of its employees; but Affiliate Members are free to incorporate short excerpts of PLRB material in any documents prepared by the Affiliate Member on behalf of its clients as long as no attribution indicating that PLRB is the source of such material is included in such documents. In other words, PLRB grants Affiliate Members license to use short clips of PLRB materials within their works provided PLRB is not listed. The Affiliate Member accepts all responsibility for the use of such content and agrees to indemnify PLRB and its officers, directors, and employees for any liability arising from such use.
- B. Any breach or non-compliance with the Eligibility requirements of I. above or Conditions II. A. above will result in penalties including suspension of access to members services, immediate termination of the Affiliate Membership with complete forfeiture of all dues previously paid, or other penalties as proscribed by PLRB.
- C. PLRB will make every effort to furnish Affiliate Members with accurate information, but assumes no responsibility for the accuracy of the information furnished. Any opinions expressed in the information are for internal use only. These opinions do not constitute a substitute for legal advice as to the law of a particular jurisdiction as applied in the full factual context of a particular claim. No Affiliate Member shall have any right of action against PLRB, any of its affiliated organizations, any staff member, or any member insurer on account of information received from or through PLRB or on account of any activity undertaken in the course of or as a result of the Affiliate Member Program.

- D. Affiliate Members have no right to receive any services, products, information, or other benefits from PLRB or any of its affiliated organizations other than those specified below in the Affiliate Member Benefits section of this Program
- E. The final determination of benefits to be provided under the Affiliate Member Program shall be made solely and exclusively by PLRB. PLRB may modify, revise, or add content or benefit to the Affiliate Member Program from time to time without prior notice to the Affiliate Member.
- F. The Affiliate Member agrees to pay annually and in advance the current annual Affiliate Member dues as established by the PLRB Board of Directors. Dues will generally be assessed annually for a period of January 1 through December 31. Where an affiliate member joins for the first time mid-year, dues may be prorated. Where a member fails to renew membership and later elects to renew, such member shall not be entitled to prorated dues. Payment of back dues shall be required as a condition of membership unless otherwise expressly agreed to in writing by PLRB.
- G. Affiliate Membership is continuing, but may be terminated by either PLRB or the Affiliate Member by giving the other at least one year's written notice.

### **III. AFFILIATE MEMBER BENEFITS**

In consideration of payment of the annual dues specified below, Affiliate Members are entitled to complete and unlimited Internet access to the following PLRB products and services:

- A. Catastrophe Services: All Catastrophe Services current daily or continuous reports and summaries, plus all historical archived catastrophe information resulting from these reports and summaries.
- B. PLRB Search Database: only the following portions:
  1. Adjuster Licensing Statutes
  2. Condominium Statutes
  3. Storage Tank Statutes
  4. Post-Catastrophe Communications Manual
  5. Adjusting Commercial Inventory and Income Losses
  6. Adjusters' Encyclopedia
  7. Catastrophe Duty Sensitivity Training
  8. Adjuster Safety – Hazardous Materials
  9. An Adjuster's Guide to Builders Risk Losses
  10. Adjusting Commercial & Industrial Equipment Losses
  11. Adjusting Hail Damage to Residential Roofing
  12. A Guidebook for Electronic Losses
  13. Lightning and Electrical Losses – An Adjuster's Guide
  14. Property Loss Mitigation Procedures
  15. The Adjuster's Search for Cause and Origin
  16. On the Road to Basic Adjusting
  17. Resolution Adjusting – Systematic Claim Response Processes



18. Solving Matching Problems and Estimating Unique and Quality Construction
  19. Understanding Contractors and Their Estimates
  20. Claims Conference and Other Educational Meeting Handouts
- C. Any other portions of the PLRB/LIRB Search databases which may from time to time be specifically approved for distribution to Affiliate Members by the Property Loss Advisory Board or Liability Insurance Advisory Board.
- D. The ClaimStar and ClaimsGuru programs.
- E. Such other benefits as may be stated from time to time on PLRB's Web site as applicable to PLRB Affiliate Members. See, for example, <http://www.plrb.org/locateproviders/comparison.cfm>.

#### **IV. ANNUAL DUES**

Annual dues for Affiliate Membership in the PLRB shall be as proscribed from time to time by the PLRB Board of Directors.

## **PLRB AFFILIATE MEMBER AGREEMENT**

**This document states the terms and conditions of the PLRB Affiliate Member Agreement and PLRB Affiliate Member Program. Please read this document carefully.**

**By accessing the PLRB Internet resources provided to Affiliate Members or by otherwise taking advantage or using any of the other benefits afforded to PLRB Affiliate Members, you expressly accept and agree to be bound, without limitation or qualification, by the terms and conditions of the PLRB Affiliate Member Agreement and PLRB Affiliate Member Program. If you do not accept any of the terms stated here, do not become or remain a PLRB Affiliate Member and do not use any of the PLRB Internet resources reserved for PLRB Affiliate Members.**

Affiliate Member and the Property Loss Research Bureau (hereafter PLRB) agree as follows:

### **Consideration**

PLRB will provide the Affiliate Member with all the Affiliate Member Benefits described below in the PLRB Affiliate Member Program (hereafter Program) which Program is fully incorporated by reference into this PLRB Affiliate Member Agreement. The Program is subject to the PLRB bylaws, articles of incorporation, as well as, any applicable state and federal laws.

In return for these Affiliate Member Benefits, the Affiliate Member agrees to pay in advance the full annual Affiliate Member dues as established by the Annual Dues section of the Program.

The Affiliate Member further agrees to all the terms and conditions of the PLRB Affiliate Member Agreement and Program and affirmatively represents that it complies with all such conditions and terms:

### **Terms and Conditions**

The PLRB Affiliate Member Web site (the "Web Site") is a service provided by the Property Loss Research Bureau ("PLRB") to PLRB Affiliate Members. This document states the terms and conditions (the "Terms" or the "Agreement") under which you may be a PLRB Affiliate Member and use the Web Site. **YOU AGREE TO READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THE WEB SITE.** If you do not agree to these terms and conditions of use, you should indicate your rejection at the end of this Agreement, and you may not become a PLRB Affiliate Member or access or otherwise use this Web Site. If you agree to the terms and conditions of this Agreement, you may indicate your acceptance at the end of this Agreement. This Agreement governs your PLRB Affiliate Membership and your use of the Web Site, including but not limited to any viewing or use of any technical papers and discussions, training and educational materials, and any other content of the Web site. This Agreement also

governs your use of the ClaimsGuru and ClaimStar services provided to PLRB Affiliate Members by PLRB. If you do not accept any of the Terms stated here, do not become a PLRB Affiliate Member and do not use the Web Site.

### **Section 1. Use of Material.**

(a) PLRB reserves the right, at its sole discretion, to add to, change, suspend, or discontinue any aspect of the PLRB Affiliate Member Program and Web Site at any time, including the availability of any Web Site feature, database, or content. If you do not agree with any such changes or amendments, you should terminate your PLRB Affiliate Membership, stop using the Web Site, and direct PLRB to cancel your right to use it. All fees and charges are nonrefundable except as may be provided in this Agreement.

(b) The contents of this Web Site, including but not limited to text, software, photographs, graphics, illustrations, artwork, video, music, 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 PLRB and content owned or controlled by third parties and licensed to PLRB.

(c) PLRB authorizes you to view and download copies of the Material on the Web Site solely for your use. You may not sell, transfer, distribute or modify the single copy in any way. Special rules may apply to the use of certain software and other items provided on the Web Site. Any such special rules are listed as "Legal Notices" on this Web Site and are incorporated into this Agreement by reference.

(d) Except as permitted under this Agreement, copying, storing, displaying, reproducing, distributing, selling, licensing, publishing or creating derivative works of any content on this site is expressly prohibited without the prior written permission from PLRB or the copyright holder identified in the individual contents copyright notice. Without limiting the generality of the foregoing, you also agree not to use any robot, spider or other automated device to monitor or copy the contents of the Web Site. Also without limiting the generality of the foregoing, nothing on the Web Site may be reverse-engineered, disassembled, decompiled, or retransmitted in any way through any medium or otherwise translated into any language or computer language. You are expressly prohibited from framing or linking or otherwise using or displaying the Web Site in such a manner so that it appears to be part of your own or someone else's web site. You shall not deep link to any page on the Web Site or otherwise link in a manner that bypasses the Web Site home page.

(e) If you violate any of these Terms, your PLRB Affiliate Membership automatically terminates without refund of any fees paid, your permission to use the Material automatically terminates, and you must immediately destroy any copies you have made of the Material.

### **Section 2. No Warranties.**

(a) PLRB DOES NOT REPRESENT OR ENDORSE THE ACCURACY OR RELIABILITY OF ANY ADVICE, OPINION, STATEMENT, OR OTHER INFORMATION DISPLAYED OR DISTRIBUTED THROUGH THE WEB SITE. YOU ACKNOWLEDGE THAT ANY RELIANCE UPON ANY SUCH OPINION, ADVICE, STATEMENT, MEMORANDUM, OR INFORMATION SHALL BE AT YOUR SOLE RISK. THE WEB SITE AND MATERIAL ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. PLRB AND ITS SUPPLIERS, TO THE FULLEST

EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT OF PROPRIETARY OR THIRD PARTY RIGHTS. PLRB AND ITS SUPPLIERS MAKE NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE MATERIAL, SERVICES, SOFTWARE, TEXT, GRAPHICS, AND LINKS OR ABOUT OR FOR THE INFORMATION SYSTEMS, SOFTWARE AND FUNCTIONS MADE ACCESSIBLE BY OR THROUGH THE WEB SITE, FOR ANY PRODUCTS OR SERVICES OR ANY SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION.

(b) PLRB DOES NOT WARRANT THAT THE WEB SITE WILL OPERATE ERROR-FREE , THAT LOSS OF DATA WILL NOT OCCUR, OR THAT THIS WEB SITE OR ITS SERVER ARE FREE OF COMPUTER VIRUSES, CONTAMINANTS OR OTHER HARMFUL ITEMS. IF YOUR USE OF THE WEB SITE OR THE MATERIAL RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, PLRB IS NOT RESPONSIBLE FOR THOSE COSTS.

(c) SOME OF THE MATERIAL ON THE WEB SITE IS PROVIDED BY THIRD PARTIES AND PLRB SHALL NOT BE HELD RESPONSIBLE FOR ANY SUCH THIRD PARTY MATERIAL.

### **Section 3. Limitation of Liability / Disclaimer of Damages.**

(a) Your use of the Web Site is at your own risk. If you are dissatisfied with any of the Materials or other contents of the Web Site, with these Terms and Conditions, or with PLRB's other policies, your sole remedy is to discontinue PLRB Affiliate Membership and use of the Web Site.

(b) IN NO EVENT SHALL PLRB OR ITS SUPPLIERS BE LIABLE TO ANY PLRB AFFILIATE MEMBER, OR WEB SITE USER, OR ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR LOST PROFITS) RESULTING FROM THE USE OR INABILITY TO USE THE WEB SITE OR THE MATERIAL, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT PLRB IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **Section 4. Links to Other Sites.**

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

### **Section 5. Indemnity.**

You agree to defend, indemnify, and hold harmless PLRB, its parents, subsidiaries, officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your use of the Web site material or your breach of the terms of this Agreement. PLRB shall provide notice to you promptly of any such claim, suit, or proceeding and shall reasonably assist you, at your request and expense, in defending any such claim, suit or proceeding. PLRB and all indemnified parties reserve the right, at its own expense, to participate in the defense or settlement or to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any such matter without the written consent of PLRB .

## **Section 6. Export Control.**

The United States controls the export of products and information. You agree to comply with such restrictions and not to export or re-export the Web site Materials (including Software) to countries or persons prohibited under the export control laws. By downloading the Materials (including Software), you are agreeing that you are not in a country where such export is prohibited and that you are not on the U.S. Commerce Department's Table of Denial Orders or the U.S Treasury Department's list of Specially Designated Nationals. You are responsible for compliance with the laws of your local jurisdiction regarding the import, export, or re-export of the Product.

## **Section 7. Audience and Visitors.**

PLRB makes no claims that the Web site Materials are appropriate for any particular purpose or audience, or that they may be downloaded outside of the United States. Access to the Web site Materials (including Software) may not be legal by certain persons or in certain countries. If you access the Web Site from outside of the United States, you are responsible for compliance with the laws of your jurisdiction.

## **Section 8. Jurisdiction**

PLRB is headquartered in Downers Grove, Illinois. All legal issues arising from or related to the PLRB Affiliate Member Program or the use of the Web Site shall be construed in accordance with and determined by the laws of the State of Illinois. By becoming a PLRB Affiliate Member or by using this Web Site, you agree that the exclusive forum for the bringing of any claims or causes of action arising out of your PLRB Affiliate Membership or relating to your use of this Web Site is the United States District Court for the Northern District of Illinois, or if such court lacks subject matter jurisdiction, the Circuit Court of DuPage County, State of Illinois. You hereby accept and submit to the jurisdiction of such court in any such proceeding or action, and irrevocably waive, to the fullest extent permitted by law, any objection which you may now or hereafter have to the laying of the venue of any such action or proceeding

brought in such a court and any claim that any such action or proceeding brought in such a court has been brought in an inconvenient forum.

## **Section 9. Miscellaneous**

(a) If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

(b) No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term.

(c) Except as expressly provided in a particular "Legal Notice" for Software or material on particular Web pages, this Agreement constitutes the entire Agreement between you and PLRB with respect to the PLRB Affiliate Member Program and the use of the Web Site. Any changes to this Agreement must be made in writing, signed by an authorized representative of PLRB.

(d) PLRB may assign its rights and duties under this Agreement to any party at any time without notice to you.

(e) PLRB may terminate your PLRB Affiliate Membership and your rights to access and use any or all portions of the Web site if you breach any portion of this Agreement.

(f) Sections 1(b), 1(d), 1(e), Section 2, Section 3, Section 5, Section 6, Section 7, Section 8, and any other section which by its terms or nature are meant to survive termination of this agreement, shall survive termination of this Agreement.