

# Lienholder Portal

Lienholder User Access Agreement (Rev. 05/2022)

**IMPORTANT NOTE: National General, an Allstate Company and its affiliated companies operate under separate brand names with policies underwritten by specific carriers in the National General Group, Winston-Salem, NC (referred to in this Agreement as “Insurer”). Although Lienholder Services may be administered via an “enterprise-wide” source, each Insurer is responsible for its own products and policyholder data.**

This Lienholder User Access Agreement (the "Agreement") contains the terms and conditions applicable to access and use by your company ("Lienholder" or "You") of certain policyholder insurance coverage information obtained through the branded website(s) of National General, an Allstate Company or one of its affiliated companies. The information available relates to the Insurer’s policyholders who have a vehicle lien or lease agreement in effect with a financial institution or who have recently purchased a vehicle from a dealership. This website allows Lienholder, or an authorized third party that provides services to Lienholder, to verify insurance coverage information and to permit certain information to be updated online. NOTE: We may periodically revise this Agreement. NOTE: The effective date at the top of the document shows when this Agreement was last revised. We will let you know when we revise the Agreement by changing the date or other appropriate means. You will continue to be bound by the most recently revised Agreement.

Please read these terms and conditions carefully. You will need to indicate your consent to this Agreement by checking “I agree” on the Lienholder Portal’s registration page. If you do not agree to be bound by this Agreement, please exit the Lienholder User Access website.

- 1. Purpose of Access.** As a condition of your use of the website, Lienholder warrants that it will not use the website or any information contained on or accessed from the website for any purpose that is unlawful or prohibited by applicable laws. Lienholder agrees that it will only access information on individuals with whom it has a vehicle lien or lease agreement in effect, or if a dealer, it will only access information on policyholders of Insurer with whom it has recently sold a vehicle, and only for the purpose of verifying insurance coverage or updating lienholder or lessor information on the vehicle. Lienholder further agrees that it shall not disclose or use any of the information provided to it by Insurer except as necessary to carry out the terms of this Agreement and for the stated purpose of verifying insurance coverage and to permit certain information to be updated online. If at any point a user is no longer employed with Lienholder, it is the Lienholder’s responsibility to notify Insurer and verify the user’s access is terminated.
- 2. Data Security/Compliance with Laws.** Lienholder agrees that it will utilize industry standard security protocols, as well as protocols required by Insurer, for the purpose of protecting the privacy of Insurers’ policyholders and/or the integrity of Insurer’s information and systems and that it will maintain the confidentiality of its user account access information and passwords. Lienholder represents and warrants that Lienholder has implemented, and it will maintain in effect, appropriate measures designed to meet the objectives of all information security guidelines promulgated under applicable privacy and security laws (“Privacy Laws”, (defined below), and all other applicable laws, regulations or directives, and any modification or updates thereto. For the purpose of this Agreement, the phrase “Privacy Laws” refers collectively to the various federal and state laws and regulations governing the privacy and safeguarding of consumer information or customer information as the same may be amended from time to time including, but not limited to, (i) Title V of the Gramm-Leach-Bliley Act of 1999 and its implementing regulations, (ii) state laws based on the National Association of Insurance Commissioners (NAIC) Insurance Data Security Model Law, (iii) the Interagency Guidelines Establishing Standards for Safeguarding Customer Information, (iv) state insurance information privacy acts, (v) the California Consumer Privacy Act and similar state laws, and (vi) Federal Trade Commission Standards for Safeguarding Customer Information.
- 3. Confidentiality.** Lienholder acknowledges that any information conveyed to or obtained by Lienholder or its

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affiliates in connection with this Agreement (including without limitation customer or consumer information and records) is confidential ("Confidential Information"). Lienholder agrees that in no event shall Lienholder disclose, transfer, copy, duplicate, or publish any Confidential Information to any third party without prior written consent of Insurer. Lienholder further agrees that it shall not utilize any Confidential Information for any purpose whatsoever other than for the purpose as set forth in this Agreement. Lienholder shall be responsible for the unauthorized disclosure of any Confidential Information by its employees.

4. Intellectual Property Rights. The website contains proprietary and confidential information of Insurer. Lienholder understands that it may not use Insurer's service marks, logos, or any of Insurer's copyrighted material without Insurer's written consent.

5. Termination/Modification. Insurer reserves the right to terminate Lienholder's access to this website for any reason and without prior notice. Insurer may also modify this Agreement at any time in its sole discretion.

6. DISCLAIMER. INSURER SHALL NOT BE LIABLE FOR ANY FAILURE TO PROVIDE THE ELECTRONIC ACCESS CONTEMPLATED BY THIS AGREEMENT, WHETHER SUCH FAILURE RESULTS FROM THE INTENTIONAL OR UNINTENTIONAL MALFUNCTION OF ITS WEBSITE OR INSURER'S DECISION TO DISCONTINUE PROVIDING THE INFORMATION THROUGH THE INTERNET OR ANY OTHER CAUSE WHATSOEVER. LIENHOLDER AGREES AND UNDERSTANDS THAT INSURER ATTEMPTS TO MAINTAIN, BUT DOES NOT WARRANT, THE TIMELINESS OR ACCURACY OF INSURANCE COVERAGE INFORMATION PROVIDED TO LIENHOLDER. THE AVAILABILITY OF COVERAGE INFORMATION ON EXISTING VEHICLES DOES NOT IMPLY THAT COVERAGE WILL APPLY TO A NEW VEHICLE OR THAT CANCELLATION OF COVERAGE IS NOT PENDING. THIS INFORMATION CANNOT BE USED FOR CLAIMS PURPOSES.

7. Limitation of Liability. In no event will Insurer, its subsidiaries, affiliated companies, and each of its and their directors, officers, agents, or employees be liable to Lienholder or any third party for any direct or incidental or consequential damages (including, without limitation, indirect, special, punitive, or exemplary damages for loss of business, lost profits, business interruption, misuse of password(s) by any third party, employee, or former employee, or loss of business information) arising out of the use or inability to use the website, or any claim by any other party, even if Insurer has been advised of the possibility of such damages.

8. Indemnification. Lienholder agrees to indemnify, defend and hold harmless Insurer, its subsidiaries, affiliated companies, and each of its and their officers, directors, employees and agents, from and against all claims, demands, liabilities, damages, losses or expenses, including attorney's fees and costs, arising out of related to Lienholder's access to, use, or misuse of the website, use of policyholder information, or any violation by Lienholder of the terms set forth in this Agreement.

9. Miscellaneous. It is expressly understood and agreed that nothing herein shall constitute either Insurer or Lienholder as the partner, agent, or legal representative of the other, for any purpose whatsoever. If any provision of this Agreement is found to be invalid or unenforceable, the balance of this Agreement will remain in effect, and, if any provision is inapplicable in any circumstance, it will nevertheless remain applicable in all other circumstances. This Agreement is to be governed by and interpreted in accordance with the laws of the state of North Carolina without regard to the conflicts of law principles thereof. Any action brought in connection with this Agreement must be brought in state or federal court in Forsyth County, North Carolina.

**CONSENT TO AGREEMENT. The individual choosing "Agree" on the registration page of the Lienholder Portal, hereby affirms that he or she has the authority to accept this Agreement on behalf of the individual and the Lienholder and that the Lienholder consents and agrees to all of the foregoing terms and conditions.**