



Terms of Use

Terms and Conditions of Use of the Our Website

IMPORTANT! READ THIS ENTIRE AGREEMENT CAREFULLY.
THESE ARE THE GENERAL TERMS AND CONDITIONS GOVERNING YOUR USE OF OUR WEB SITE AND OUR SERVICES.

First Insurance Company of Hawaii, Ltd. ("FICOH", "we", "our", "us") provides this Website and the materials located at and under the domain name ficoh.com (collectively, this "Site") and any FICOH services available on this Site (which, collectively with this Site, are referred to as the "Services") to you, the user, subject to compliance with these terms and conditions below relating to this Site and the Services (collectively, this "Agreement"). BY USING OR ACCESSING THIS SITE OR THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT.

1. USE OF WEBSITE; DISCLAIMERS.

(a) FICOH provides the Services for users of this Site to provide information relating to FICOH and its affiliates, as well as insurance products they may offer. As a condition to your use of this Site and the Services, you agree that you will not: (i) use this Site or the Services to infringe the intellectual property rights of FICOH or others in any way; (ii) use this Site or the Services or make any attempt to penetrate, modify or manipulate this Site or the Services or any of FICOH's hardware or software in order to invade the privacy of, obtain the identity of, or obtain any personal information about (including, but not limited to, IP addresses of) any FICOH account holder or user, or modify, erase or damage any information contained on the computer of any user connected to this Site or the Services; or (iii) reverse engineer any portion of this Site or the Services.

(b) The material contained on this Site is provided solely for general informational purposes and is not intended to be a solicitation or an offer to sell any products or services, nor is the material a complete description of all terms, conditions and exclusions applicable to the products and services described. Further, FICOH is not engaged in rendering legal or any other advice through this Site or the Services and you are not a client of FICOH merely by visiting this Site or using the Services. Your insurance needs are no doubt particular to your individual circumstances and FICOH does not purport, by means of this Site, to offer information appropriate or suitable to your individual circumstances. For complete descriptions of the terms, conditions and exclusions of insurance coverages or other products or services, please contact your independent agent or refer to the particular policy or contract. Please remember that only an insurance policy or contract can provide actual terms, coverages, amounts, conditions, limitations and exclusions. You should also remember that the availability of described coverages and other products and services may be limited by state or other applicable laws and by FICOH underwriting criteria. Additionally, in certain cases, references to FICOH may include one or more affiliates of First Insurance Company of Hawaii, Ltd.; however, any particular insurance policy or other product or service is the responsibility only of the specific FICOH company that issues or supplies such policy, product or service.

(c) The information contained on this Site was believed to be accurate at the time it was posted. FICOH periodically updates the information on this Site, although it disclaims any responsibility to do so to reflect events or circumstances occurring after the date of their original posting, even if FICOH's expectations or any related events or circumstances change. Accordingly, FICOH provides all information on this Site on an "as is" and "as available" basis and takes no responsibility for the timeliness, accuracy or applicability of the information at the time it may be accessed.

(d) This Site may contain links to or material from other internet sites that are not created, published, maintained or otherwise controlled by FICOH. These links and material are provided solely for the convenience of the users of this Site and do not constitute an endorsement of any products, services or information available on, from or through such non-FICOH internet sites. This Site may also contain links to or material from entities affiliated with FICOH. This Agreement applies only to the Services offered at this Site and your use of any Web site not under the domain name ficoh.com will be subject to the terms and conditions posted on that particular Website. FICOH takes no responsibility and assumes no liability or obligation for any content posted by any third party or on any third party Website, nor does FICOH approve, endorse or certify information available at any external site or linked addresses.

2. COPYRIGHTS AND TRADEMARKS

(a) All content included on this Site, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, the compilation of all content on this Site, and all software used on this Site are the property of FICOH, its affiliates or its content suppliers, and are protected by United States and international copyright laws. Trademarks owned by FICOH or its affiliates, the FICOH logo, and all other

trademarks, service marks, logos, and trade names (collectively, "Marks") of FICOH or its affiliates appearing on this Site are owned by FICOH, its affiliates or its licensors. Nothing in this Agreement or on this Site grants you any right or license to make any use of any materials or Marks on this Site except as described in the remainder of this Section 2.

(b) You are authorized only to visit, view and retain a single copy of pages of this Site solely for your own individual, noncommercial use, and you agree that you will not duplicate, download, publish, modify or otherwise distribute any material on this Site for any purpose other than your own individual, noncommercial use unless you obtain FICOH's prior written consent. None of the legal notices and various credits posted on the pages of this Site, however, may be removed under any circumstances.

(c) You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the FICOH home page provided: (i) the link does not portray FICOH, its affiliates, or their products or services in a false, misleading, derogatory, or otherwise offensive matter; and (ii) the link does not use any of the Marks without FICOH's prior written consent.

(d) Notwithstanding any of the foregoing provisions of this Section 2, you (i) may not frame or utilize framing techniques to enclose any Marks or (ii) use any meta tags or any other hidden text utilizing the Marks, unless you have FICOH's prior written consent.

3. PROHIBITED ACTIVITIES ON THIS SITE

It is a condition of your use of the Services and this Site that you do not restrict or inhibit any other user from using and enjoying this Site or the Services or any other FICOH property or system, or use this Site or any of the Services to: (a) engage in or encourage fraudulent conduct or conduct that would constitute any other criminal offense or give rise to civil liability; (b) distribute in any manner any harmful, obscene or otherwise illegal or objectionable material of any kind;

(c) spoof or otherwise impersonate any individual or entity, or forge, delete or alter any part of the TCP/IP packet header information in any e-mail or other posting; (d) harvest, collect or store user information on this Site including, but not limited to, e-mail addresses; (e) violate or attempt to violate, the security of the Services; (f) infringe upon or misappropriate any person's copyright, patent, or other intellectual property, trade secret, or other proprietary rights (in which event you may be ordered by a court to pay money damages to the rightful owner of any such rights you violate); or (g) assist or permit any persons in engaging in any of the activities described above.

4. CONSEQUENCES OF UNACCEPTABLE USE

We reserve all rights including, without limitation, the following: (a) the right to investigate and to involve and cooperate with law enforcement authorities; (b) the right to pursue a civil lawsuit or criminal prosecution for any alleged or actual illegal activities involving this Site or any of the Services; and (c) the right to terminate your access to this Site or the Services.

5. INFORMATION YOU SUBMIT

(a) We use the information you submit to us by e-mail and through our "Contact FICOH" pages and other pages we may add from time to time, to respond to your inquiries for information or requests for Services. Our use of any information you submit to us in order to use the Services is subject to the terms and conditions of our Privacy Statement, the provisions of which are incorporated by reference into this Agreement and shall apply to your use of this Site and the Services. Notwithstanding the foregoing, however, FICOH reserves the right at all times to disclose any information as FICOH determines, in its sole discretion, to be necessary to satisfy any law, regulation or governmental request or to avoid liability for FICOH or any third party.

(b) When you complete forms online or otherwise provide us information in connection with this Site and the Services, you agree to provide current, complete, true and accurate information. You agree not to use a false or misleading name or a name that you are not authorized to use. If FICOH in its sole discretion believes that any such information is untrue, inaccurate, not current or incomplete, FICOH may refuse your access to the Services and pursue any and all appropriate legal and equitable remedies.

(c) This Site may use "cookies" (i.e., small files that are stored by your Web browser to help a particular system recognize you and the pages you visit in a Web site) to store certain personal preferences for your future visits to this Site. Cookies tell FICOH, among other things, whether you have visited this Site before. In some cases FICOH may store the information needed to grant you access in a cookie. Cookies allow this Site to recognize you more quickly so your time spent on this Site is more productive. You can learn more about cookies at <http://www.cookiecentral.com>. We may monitor data as may be necessary to meet legal, federal, state and other regulatory requirements.

6. WARRANTY DISCLAIMER

YOU ACCESS AND USE THIS SITE AND ANY OF THE SERVICES OFFERED ON THIS SITE AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR NON-MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, ACCURACY OF INFORMATIONAL CONTENT, OR SYSTEM INTEGRATION. FICOH DOES NOT WARRANT THAT THIS SITE AND ANY SERVICES WILL BE AVAILABLE OR OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER OR THAT ERRORS OR DEFECTS WILL BE CORRECTED. FICOH DOES NOT WARRANT THAT INFORMATION AVAILABLE ON OR THROUGH THIS SITE IS APPROPRIATE, ACCURATE OR AVAILABLE FOR USE IN ANY PARTICULAR JURISDICTION, AND ACCESSING IT FROM JURISDICTIONS WHERE THEIR CONTENTS ARE ILLEGAL IS EXPRESSLY PROHIBITED.

Please note that some jurisdictions do not allow exclusion of certain implied warranties, so the above exclusions may not apply to you. In addition, you should open and review the separate [Disclaimer](#) governing this Site and the Services, for the provisions thereof are incorporated by reference into this Agreement and shall apply to your use of this Site and the Services.

7. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT FICOH SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL EXEMPLARY OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE USE OF THIS SITE AND ANY OR ALL OF THE SERVICES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF FICOH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). TO THE EXTENT THE FOREGOING LIMITATION OF LIABILITY IS, IN WHOLE OR IN PART, HELD TO BE INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF FICOH FOR ANY REASON AND UPON ANY CAUSE OF ACTION (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, STRICT LIABILITY AND OTHER ACTIONS IN CONTRACT OR TORT) ARISING OUT OF OR IN ANY WAY RELATED TO THIS SITE, THE SERVICES OR THIS AGREEMENT SHALL BE LIMITED TO YOUR DIRECT DAMAGES ACTUALLY INCURRED UP TO A MAXIMUM OF TWO HUNDRED FIFTY DOLLARS (\$250.00). THE LIMITATION OF LIABILITY HEREIN APPLIES TO ALL LIABILITIES IN THE AGGREGATE INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM YOUR USE OR YOUR INABILITY TO USE THIS SITE OR ANY OTHER PART OF THE SERVICES, OR ANY OTHER MATTER ARISING FROM OR RELATING TO THIS SITE.

BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

8. INDEMNITY

You agree to indemnify and hold FICOH and its affiliates harmless, and, at FICOH's request, to defend FICOH and its affiliates from and against any claim, demand, cause of action, debt, loss or liability including, without limitation, reasonable attorneys' fees, to the extent that any of the foregoing is based upon, arises out of, or relates to: (a) your use of (or inability to use) the Services; (b) your violation of the terms and conditions of this Agreement; (c) the infringement by you, or any other person using your password and account, of any right of any person or entity; or (d) any other activities of yours accomplished using the Services. This indemnity shall be in addition to and not limited by any other indemnity.

9. ORDER OF PRECEDENCE

This Agreement governs your use of this Site and access to the Services. To the extent that any provision of this Agreement, or any supplemental agreement offered as any part of any registration for additional Services on this Site, conflicts with any provision of other agreements between you and FICOH or any of its related or affiliated entities, the terms of this Agreement, shall, as to the specific subject matter of this Agreement, take precedence over any conflicting terms of such other agreement.

10. APPLICABLE LAWS

This Site is controlled by FICOH from its offices within the state of Hawaii and is intended for viewing only in the United States. Subject to the provisions of Sections 6, 7 and 9 above, the internal substantive laws of the state of Hawaii will govern this Agreement and any dispute arising hereunder without regard to any conflict of laws principles.

11. DISPUTE RESOLUTION

If a dispute arises out of or relates to this Agreement or its breach (with the exception of rights to injunctive relief with respect to intellectual property rights and obligations with respect to confidentiality), and the parties have not been successful in resolving the dispute through direct negotiation, then (a) the dispute shall be resolved by

arbitration administered by the American Arbitration Association (or any successor entity) under its Commercial Arbitration Rules, as amended from time to time, solely to the extent such Rules are not in conflict with the provisions of this Agreement, (b) any judgment on the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction, (c) the location of the arbitration shall be Honolulu, Hawaii, USA, and (d) the parties shall have the right to take discovery of the other party by any method allowed by the Federal Rules of Civil Procedure, although in an effort to expedite the arbitration proceeding, as well as to minimize the parties' attorneys' fees and other costs, the arbitrator(s) presiding over any such arbitration shall, to the extent equitable, restrict the type and amount of discovery in which the parties may engage. The arbitrator(s) shall each be a natural person who has never been employed (either as an employee or as an independent consultant) by either of the parties, or any parent, subsidiary or affiliate thereof. The arbitrator(s) may upon request exclude from the arbitration proceeding any evidence not made available to the other party pursuant to a proper discovery request. The cost of the arbitration shall be borne equally by the parties pending the award. Upon the decision of the arbitrator(s), the prevailing party shall be entitled to receive from the other party its reasonable attorneys' fees and costs. The parties, their representatives, other participants, the arbitrator(s) and the administrator(s) of the arbitration shall hold in confidence the existence, content and outcome of the arbitration.

12. GENERAL

(a) FICOH may amend this Agreement or any other notices, policies, terms and conditions on this Site at any time by updating this posting or otherwise posting the changes to this Site. Accordingly, you should visit this Site from time to time to review the then-current and effective terms and conditions because they are binding upon you. Certain provisions of these terms and conditions may be superseded by expressly designated legal notices or terms located on particular pages at this Site or in conjunction with the Services.

(b) No delay or failure by FICOH to take action or exercise any rights under this Agreement or applicable law shall constitute a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right hereunder. (c) Subject to the provisions of Sections 9 and 12(a) of this Agreement, this Agreement constitutes the entire agreement between you and FICOH with respect to the specific subject matter addressed herein, and governs your use of this Site and the Services, superseding any prior agreements between you and FICOH relating to such subject matter. Notwithstanding the foregoing, this Agreement may be supplemented by any other agreement you enter into with FICOH pursuant to a registration to access certain features of this Site.

(d) If any provisions of this Agreement are found by a court or arbitration panel of competent jurisdiction to be invalid or unenforceable, they shall be to that extent severed from this Agreement such that the remainder thereof shall remain in full force and effect and shall continue to bind the parties.

(e) The section headings used in this Agreement are for convenience only and have no legal or contractual effect. As appropriate to the text and the context of this Agreement, references to the plural shall include the singular, references to the masculine shall include the feminine and neuter gender, and statements in the disjunctive shall include the conjunctive, and vice versa.

(f) Without limiting the foregoing, this Site and the Services are not intended for use by or availability to minors. IF YOU ARE NOT LEGALLY AN ADULT UNDER THE LAWS GOVERNING WHERE YOU LIVE OR NOT MORE THAN 18 YEARS OF AGE, YOU MAY NOT ACCESS THIS SITE OR USE THE SERVICES AND SHOULD IMMEDIATELY DISCONTINUE YOUR ACCESS AND USE THEREOF.

(g) BY USING OR ACCESSING THIS SITE OR THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT.

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