

## **Terms and Conditions Policy**

These are the Terms and Conditions for the American Safety Net Association (“ASNA”, “we”, “us”, “our”), a non for profit association organized under the laws of the State of Arizona, USA.

These Terms and Conditions ("Terms") govern your use of our websites, mobile applications, services, products, membership, and any content provided by ASNA (collectively, the "Services"). Please read these Terms carefully. Features, Services, and content available to through this website are subject to change, including discontinuation, at any time and without notice. You agree that ASNA shall not be liable to you and you hold ASNA harmless for any such modifications to the Services.

By purchasing a membership, accessing, or using the Services in any way, you agree to be bound by these Terms and by our Privacy Policy, you can read the privacy policy here: <https://asna.org/assets/asna/website/docs/asna-privacy-policy.pdf> . If you do not agree, you may not access or use the Services.

### **Eligibility**

To join ASNA and use its Services, you must:

- Be at least 18 years old and a U.S. resident;
- Answer all questions present in the online enrolment form;
- Have legal capacity to enter into a binding agreement; and
- Maintain an active membership in good standing.

### **Membership, Billing, and Renewal**

**Membership Model:** ASNA offers two membership model for individuals to enrol into and purchase. Both memberships have a recurring monthly membership fee charged to your nominated account. The monthly fee varies depending on the membership model.

**Automatic Renewal:** Memberships renews automatically each month unless cancelled in accordance with our cancellation policy. Monthly automatic billing is processed through Stripe, using the payment method saved and used at checkout.

**Pricing Changes:** ASNA may modify the monthly membership price during the lifetime of your membership. You will be notified in advance of this change by email. Continued membership after the effective date of a price change constitutes acceptance of the new rate. If you do not agree to the pricing change you can cancel the membership.

### **Refunds and Cancellations**

Refund Policy: Members are eligible for a full refund within 48 hours of purchase if no ASNA benefits or services have been used. Once any benefit or service has been accessed and used within a 48 hour period, the member becomes ineligible for a refund. After 48 hours, cancellation requests take effect at the end of the current billing period. You can read the policy here: <https://asna.org/assets/asna/website/docs/asna-cancellation-and-refund-policy.pdf>

How to Cancel: Members may cancel at any time through the ASNA Member Portal. Upon cancellation, access remains active until the end of the billing cycle, after which membership and benefits end automatically.

### **Benefits and Third-Party Offers**

ASNA membership provides access to a range of services, discounts, partner offers, and benefits from third-party providers. ASNA does not own, control, or operate these third-party services. ASNA makes no warranties or guarantees regarding their availability, quality, or suitability. Partners may modify or discontinue their benefits at any time. ASNA may, at its discretion, add, replace, or remove benefits without prior notice and shall not be liable for such changes.

Use of any third-party benefit is subject to the terms and policies of that provider.

### **Insurance and Financial Disclaimer**

If you have purchased the ASNA Plus Membership, you are automatically opted into the income protection benefit included with that membership tier.

The income protection benefit is managed and administered by STP Insurance Services LLC [AZ Lic No. 3001433047]. The income protection benefit is governed by the applicable policy terms, conditions, exclusions, and eligibility requirements established by STP Insurance Services LLC. A sample of the policy terms and conditions can be found here: <https://asna.org/assets/asna/website/docs/asna-policy-wording.pdf>

By activating or redeeming the income protection benefit, you acknowledge and agree to be bound by the terms and conditions of the income protection policy. Any questions, claims, or disputes relating to this benefit must be directed to STP Insurance Services LLC.

ASNA is not an insurance company. Insurance benefits are provided by a third-party licensed insurer and are subject to policy terms and eligibility.

### **Surplus Lines Notice**

This insurance is issued by Everspan Indemnity Insurance Company, a non-admitted insurer, and is placed through the surplus lines market. STP Insurance Services LLC acts as the licensed surplus lines broker and insurance administrator for this coverage.

This insurance policy is administered by STP Insurance Services LLC. All claims are reviewed and adjudicated by STP Insurance Services LLC.

Coverage is subject to the full terms, conditions, limitations, and exclusions set forth in the policy. Non-admitted insurers are not protected by state guaranty fund.

Participation in ASNA does not guarantee acceptance for or coverage.

### **Electronic Agreement and Notices**

You agree that:

- Your electronic consent (for example, checking a box or continuing to use the site) constitutes your binding agreement to these Terms.
- ASNA communicates with you electronically (via email or website portal notifications).
- You may withdraw consent by cancelling your membership, after which you will no longer access ASNA benefits or Services.

All notices will be deemed delivered when sent to your registered email address.

Continued use of ASNA or Services will constitute acceptance of any notice.

### **Use of Services**

You agree to use the Services for lawful purposes only and in a manner consistent with these Terms and all applicable laws and regulations. You shall not:

- Impersonate any person or misrepresent your affiliation with any entity;
- Attempt to gain unauthorized access to any part of the Services;
- Interfere with the proper functioning of the Services;
- Infringe Intellectual Property Rights;
- Misuse membership benefit services;
- Knowingly provide fake or false information.

### **Intellectual Property Rights**

**Limited License to You:** All content, design, text, graphics, trademarks, and other material available through the Services ("Content") are the property of ASNA, its licensors, or partners, and are protected by copyright and other laws. We grant you a nonexclusive, nontransferable, limited license to access and use the Content for personal, non-commercial use only, in accordance with these Terms.

You may not reproduce, republish, upload, transmit, modify, reverse-engineer, distribute, display, or otherwise exploit the Services or Content for any purpose.

We reserve the right to suspend or terminate access to the Services and ASNA membership immediately for any misuse of content or intellectual property infringement.

### **Disclaimers**

**THE SERVICES ARE PROVIDED “AS IS” WITHOUT WARRANTIES OF ANY KIND. ASNA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

We do not warrant uninterrupted or error-free operation, nor do we guarantee the accuracy or reliability of content. Your use of the Services is at your own risk.

### **Limitation of Liability**

**IN NO EVENT SHALL ASNA BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE USE OR INABILITY TO USE ANY ACTIVE SERVICE(S) OR HISTORICAL SERVICE(S).**

If you are dissatisfied with these Terms, your sole and exclusive remedy is to stop using the Services or terminate your ASNA membership.

Some jurisdictions do not allow certain liability exclusions. If applicable, ASNA’s liability will be limited to the maximum extent permitted by law.

### **Indemnification**

You agree to indemnify and hold harmless ASNA and its affiliates, employees, and partners from any claims, liabilities, costs, or legal fees arising from your use of the Services, these Terms, or violation of these Terms.

### **Fraud, Misrepresentation, Verification, and Law Enforcement Cooperation**

ASNA membership is issued in reliance on the accuracy, completeness, and truthfulness of the information provided by a you the “Member” at the time of enrolment and throughout the duration of membership.

If a Member provides false, misleading, incomplete, or inaccurate information including but not limited to identity, age, eligibility status, or personal details or otherwise misrepresents themselves in connection with ASNA membership, ASNA reserves the right, at its sole discretion and to the fullest extent permitted by applicable U.S. law, to:

- Investigate the accuracy of information provided by the Member;

- Request additional information, documentation, or verification to confirm eligibility, identity, or compliance with membership requirements;
- Suspend or restrict access to membership benefits and services while such verification or investigation is ongoing; and
- Immediately suspend or terminate the Member's membership without notice where fraud, misrepresentation, or material non-compliance is identified.

Where membership is suspended or terminated due to fraud or misrepresentation, all access to ASNA benefits and services shall immediately cease, and any associated entitlements shall be void. ASNA shall have no obligation to provide refunds, benefits, or services, and shall not be liable for any loss, damage, or claim arising from such suspension or termination, except where prohibited by applicable law.

Where required by law, valid legal process, or a lawful request from a duly authorized law enforcement or regulatory authority, ASNA may disclose relevant Member information to such authorities in accordance with applicable U.S. federal and state laws.

### **Termination**

ASNA may suspend or terminate your access to Services for conduct that violates these Terms or applicable law. Upon termination, any license or right granted to you will automatically terminate. If you wish to terminate your membership, you may do so according to the terms and conditions of the policy in place at the time.

If you terminate your membership, it will end as described in this policy.

### **Binding Arbitration and Class-Action Waiver**

**Agreement to Arbitrate:** You and ASNA agree that any dispute, claim, or controversy arising out of or relating to your membership or these Terms will be resolved exclusively through binding arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules.

**Waiver of Jury Trial and Class Actions:** You and ASNA each waive the right to a trial by jury and to participate in any class-action or representative proceeding. All claims must be brought in an individual capacity.

**Location and Governing Law:** Arbitration shall occur in Arizona, or virtually, at the parties' choice. These Terms are governed by the laws of the State of Arizona, without regard to conflict-of-law principles.

Opt-Out Right: You may opt out of this arbitration clause by notifying ASNA in writing within 30 days of the start of your membership. Your written notice must include your name, address, email, and a statement that you wish to opt out of arbitration.

### **Changes to Terms**

ASNA reserves the right to modify these Terms at any time. Updates will be posted on this page with a revised effective date. Members will be notified through email of any significant changes to these terms of service. Continued use after changes take effect constitutes acceptance.

### **Contact Information**

#### **American Safety Net Association (ASNA)**

Email: [membership@asna.org](mailto:membership@asna.org)

Website: [www.asna.org](http://www.asna.org)