

A. Description

This website is an optional service of Claim Referral, LLC that enables you to use web-based communication in the assignment, management and data access of vehicle appraisals. Claim Referral, LLC has contracted with Code Evolution (“Virtual Claims Adjuster”) and Kayako, Inc (“Kayako”) to provide you with various levels of web-based claim access (“Claim Systems”) as described on the [Web Site](#). Any access to our Web Site or to the designated Claim Systems is referred to in this Agreement as the "Service." The terms of use include the description of the Service on the Web Site and also include the introductory and sign-up pages, pricing information and the electronic services authorization, all of which are incorporated herein by this reference. Claim Referral, LLC may decline to initiate the Service for you or any of your employees in our sole discretion.

B. Permitted Uses and Restrictions on Use

The Service may only be used for its intended purpose of assigning independent adjustments and/or appraisals. You may not use the Service for any other purpose or for any other business or entity. You can only use the Service if you create and maintain a valid business email account and access through our Web Site. If you have existing claims/assignments pending, you will be required to re-initiate them with another business email account. If you do not have a valid business email account, you can request limited access consideration for access through the ‘Contact Us’ Tab on our Web Site.

If you close your email account you may no longer have access to your assigned claims and history reports. It is your responsibility to print and maintain all claim-related data and history reports prior to closing the Service.

You agree that your Online ID (email address) and Passcode(password) have the same effect as your written signature authorization on the Web Site and within Claim Systems. Your use of this Service is a representation and warranty to Claim Referral, LLC that you are authorized to use the Service on behalf of the business identified on the sign-up pages on the Web Site for the Service (including authorization to pay ClaimCam.NETwork’s fees and to make payments or filings on behalf of the business, if applicable) and to make on behalf of the business the representations and commitments required of the business by this Agreement and the Web Site.

The Service does not include obtaining your access to the Internet for connecting to the Service. You acknowledge that the operation and availability of the communications systems used for accessing and interacting with the Service (e.g., the public telephone computer networks and the Internet) can be unpredictable from time to time further in this Agreement you acknowledge that accessing, interacting or transmitting information to server-based systems can also be unpredictable and may, from time to time, interfere with or prevent access to the Service or its operation. Claim Referral, LLC is not in any way responsible for any such interference with or prevention of your use or access to the Service. When the Internet is not available, you must contact Claim Referral, LLC customer support by telephone at 1-877-256-2485 or by other means for instructions on how to assign, access or retrieve claim assignments and data.

C. Customer Support

Claim Referral, LLC provides free customer support specifically for this Service by telephone and through the Web Site to help you set up your account, assign claims and access existing claims successfully. The telephone number for Customer Support is 1-877-256-2485 and the hours are 8:00am EST - 4:00pm EST. You can also ask a question from within the Web Site clicking "Contact Us" at the top of any page, then clicking "Requesting Information" and entering your information on the "Feedback" form.

D. Disclaimer of Warranties Related to the Service

EXCEPT AS EXPRESSLY PROVIDED ABOVE, THE SERVICE IS PROVIDED "AS-IS" AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, Claim Referral, LLC AND ITS AGENTS, LICENSORS, DISTRIBUTORS, ADVERTISERS, DEALERS AND SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICE AND ITS RELATED MATERIALS, INCLUDING THEIR FITNESS FOR A PARTICULAR PURPOSE, THEIR QUALITY, THEIR MERCHANTABILITY, OR THEIR NON-INFRINGEMENT. Claim Referral, LLC DOES NOT WARRANT THAT THE SERVICE IS COMPLETELY SECURE OR IS FREE FROM BUGS, INTERRUPTIONS, ERRORS, OR OTHER PROGRAM LIMITATIONS. Claim Referral, LLC DOES NOT WARRANT THAT THE WEB SITE, OR THE SERVER THAT MAKES IT AVAILABLE, IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU (AND NOT Claim Referral, LLC) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION OF PROBLEMS CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. IN THAT EVENT, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO 60 DAYS FROM THE DATE OF PURCHASE OF THE FIRST SERVICE. HOWEVER, SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

E. Limitation of Liability

EXCEPT TO THE EXTENT OF THE LIMITED WARRANTY DESCRIBED ABOVE, THE ENTIRE LIABILITY OF Claim Referral, LLC AND ITS AGENTS, LICENSORS, DISTRIBUTORS, ADVERTISERS, DEALERS AND SUPPLIERS FOR ANY REASON SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF SERVICE FEES PAID BY YOU TO Claim Referral, LLC DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM ACCRUED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, Claim Referral, LLC AND ITS LICENSORS, DISTRIBUTORS, ADVERTISERS, DEALERS AND SUPPLIERS ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL

DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR INVESTMENT, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF SUCH PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. Claim Referral, LLC AND ITS AGENTS, LICENSORS, DISTRIBUTORS, ADVERTISERS, DEALERS AND SUPPLIERS ARE NOT LIABLE FOR ANY LOSS, ERASURE OR CORRUPTION OF OR UNAUTHORIZED ACCESS TO ANY DATA OR OTHER INFORMATION TRANSMITTED, PROCESSED OR STORED VIA THE SERVICE. SOME STATES DO NOT ALLOW THE LIMITATION AND/OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

F. Changes to the terms of the agreement

We may change this Agreement at any time. We may add new terms and conditions and we may delete or amend existing terms and conditions. We will notify you of a change to this Agreement via a link on our Web Site. If you do not agree with the change, you may cancel the Service. However, unless you cancel the Service, you accept and agree to the change. The current version of this Agreement supersedes all prior versions and contains the terms governing the Service.