

## **TERMS AND CONDITIONS FOR ELECTRONIC DELIVERY OF DOCUMENTS**

By choosing our paperless option to manage your Tower Hill account, your policy and billing documents will be posted online for you to access. When a new document has been posted to your account, you will receive an email notification that it is available to view at Customer Login. Then simply log in to access and review the document.

Due to legal requirements, you may occasionally still receive a document by mail from Tower Hill. However, most documents – including any mailed – will also be available for you to view online at Customer Login.

Please carefully review the “Terms & Conditions” section, then choose “I agree” if you would like to GO PAPERLESS for your Tower Hill policy documents.

You are now enrolled to electronically receive documents regarding your insurance policy with Tower Hill.

### **ELECTRONIC DELIVERY**

We will deliver electronic documents by posting them on our website through Customer Login, by electronic mail or by other reasonable methods of electronic delivery. We may send a notice to your email when an electronic document is posted. Documents will be delivered effective upon placing them in Customer Login on our website. If applicable law or system limitations prevent us from delivering certain documents, we will deliver them as allowed by law.

**Requesting paper copies:** You may request a paper copy of a document that we delivered to you electronically.

You may request paper copies by contacting us at: Customer Service 800.342.3407.

**Cancelling electronic delivery:** If you do not want to continue receiving electronic documents, you may contact us at: Customer Service 800.342.3407

### **SITE TERMS AND CONDITIONS**

The Terms and Conditions for our website are available on the bottom of our homepage. They protect our website from misuse. You agree to the Terms and Conditions, which are made a part of this Agreement. The Terms and Conditions may be viewed by clicking the link on the bottom of our homepage.

### **SECURITY**

You agree to protect your password. We may terminate your access to our website or Customer Login to protect either of us. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer and mobile device. You agree to notify us promptly of any unauthorized use of your password or breach of security.

## **DISCLAIMER OF LIABILITIES**

TOWER HILL INSURANCE GROUP, LLC OR ANY OF ITS AFFILIATES OR CARRIERS IT REPRESENTS ARE NOT LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM (1) YOUR FAILURE TO COMPLY WITH THIS AGREEMENT; (2) YOUR FAILURE TO ACCESS, DOWNLOAD, SAVE OR PRINT DOCUMENTS; (3) PROBLEMS OR TECHNICAL FAILURES WITH YOUR EQUIPMENT; (4) ANY ERRORS OR DELAYS IN COMMUNICATION OR TRANSMISSION LINES; AND (5) ANY OCCURRENCE BEYOND OUR REASONABLE CONTROL.

## **PROHIBITED USES**

**Personal Use Only:** You will use our website and Customer Login only for your personal, noncommercial use unless we have agreed otherwise in writing. Use in connection with policies or accounts with Tower Hill in the name of your business are considered personal use.

**Electronic mail:** You may not send electronic mail to us that is illegal, obscene, profane, threatening, defamatory, invasive of privacy, infringing of intellectual property rights; or contains harmful code, political campaigning, commercial solicitation, chain letters, or mass mailings; or violates any applicable law, such as the CANSPAM Act.

**Access:** You may not use our website or Customer Login in any manner that could damage or overburden any of our equipment or software. You may not use any means of systematic retrieval of data or other content from our website or Customer Login. You may not obtain, or attempt to obtain, access to any material or information that is protected by passwords, PIN or required login identification through any means not expressly authorized by us.

**False Information:** You may not intentionally provide any false information when you register for this website or Customer Login, or apply for products or services from us.

**Links:** You agree to obtain our permission before creating a hyperlink or similar link or connection to this Site.

**Endorsements:** You may not use our name or trademarks in any way that implies affiliation with, or an endorsement, sponsorship or approval by us without our express written permission.

## **MISCELLANEOUS**

**Governing Law:** Use of this website and Customer Login shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any principles of conflicts of laws.

**Severability:** If any provision of these Terms is unlawful, void or unenforceable, the remaining provisions shall remain valid and in effect to the fullest extent possible.

**Waivers:** Any waiver of any provision of these Terms will be effective only if in writing and signed by an authorized representative of Tower Hill. Any delay or omission by Tower Hill to exercise any rights under these Terms shall not be construed to waive any rights.