

AGREEMENT TO ELECTRONIC DELIVERY

This agreement to electronic delivery (the “**Agreement**”) is between you and **D. Francis Murphy Insurance Agency, Inc.**, a Massachusetts corporation (the “**Agency**”), regarding the electronic delivery of documents.

By clicking the “Accept” button below, you are agreeing and consenting to the Agency providing you with any and all documents electronically, except as may be otherwise required by applicable law. Such agreement and consent will apply to all documents to be delivered to you except as may be otherwise required by applicable law, whether from the Agency, an insurance company represented by the Agency, or another third party, and including, without limitation, any and all disclosures; declarations; contracts; policy forms, certificates, and/or documents; information; requests; applications; communications; and/or notices (including, without limitation, those required by federal law, except when applicable law requires notice by another means).

By agreeing to accept documents electronically, you are agreeing (i) to accept delivery of such documents through electronic means, and that such electronic delivery will be sufficient to meet the reporting and/or notice requirements related thereto; unless otherwise provided or required by applicable law; and (ii) that the terms of any document delivered to you electronically will be effective upon such delivery (and, if such document requires your signature, upon your electronic acceptance of such document, if applicable).

By agreeing to accept documents electronically, you are also agreeing to print or otherwise retain a copy of this Agreement for your records, which can be found at www.dfmurphy.com/murphyinsurance24

You are not required to agree to receive documents electronically. If you would like to decline electronic delivery of documents, then please click the “Cancel” button below, and the Agency will provide documents to you non-electronically in accordance with applicable law.

1. Electronic Delivery of Documents. When the Agency delivers a document electronically, it will do so by either making the document available to you through the Agency’s online customer portal, or by sending the document to you by e-mail. Accordingly, you should check your e-mail regularly to ensure timely receipt of any document delivered electronically.

A document will be considered delivered to you when (1) the e-mailed document leaves the Agency’s system (if e-mailed); or (2) the document is posted on the Agency’s online customer portal. Consequently, whether or not a document is considered to be delivered to you will not depend on when you review such document, and, by agreeing to receive documents electronically, you are acknowledging and agreeing that it is your sole responsibility to review each document sent to you by the Agency in a timely fashion.

2. Hardware and Software Requirements. In order to receive documents electronically from the Agency, you must meet the following minimum hardware and software requirements:

- To access documents, you will need (1) access to a personal computer or other device that is capable of accessing the Internet; (2) a web browser ; (3) an e-mail address with sufficient storage capacity to receive new e-mails; and (4) software that enables you to view files in the Portable Document Format (PDF), Microsoft Word, and Microsoft Excel.

- To retain documents, you will need sufficient electronic storage capacity on your hard drive or other data-storage unit to download documents, and a printer if you wish to print documents.

By agreeing to receive documents electronically, you are certifying that you have determined that you have the necessary requirements to access and retain documents electronically, as set forth above.

If you are unable to access a document electronically delivered to you at any time, then you must notify the Agency immediately of such issue by e-mail to assistance@dfmurphy.com, or by telephone at **(800) 222-8711**.

The minimum hardware and software requirements to receive documents electronically from the Agency may change from time to time. If, after you have agreed to accept delivery of documents electronically in accordance with this Agreement, a change in the hardware or software requirements needed to access or retain documents electronically creates a material risk that you will not be able to access or retain subsequent documents delivered electronically, then the Agency will provide you with a statement of the revised hardware and software requirements for access to, and retention of, documents electronically, and you will be asked to either agree to and affirm your ability to meet such new requirements, or withdraw your consent to receive electronic delivery of documents. In the event you decide to withdraw your consent to receive documents electronically upon such a change in hardware or software requirements, the conditions, and/or consequences that would ordinarily apply in the event of such a withdrawal of consent, if any, will not apply to such withdrawal.

3. Authority to Access Documents Delivered Electronically. The receipt of documents electronically involves certain security and privacy risks. E-mail and online security and privacy cannot be guaranteed, and e-mails can be intercepted without your permission. The Agency makes no representations, warranties, or guarantees, regarding such e-mail and online security and privacy risks. By agreeing to receive documents electronically, you are acknowledging and agreeing to accept these and all other risks related to receiving documents electronically.

You are the only individual authorized to access your documents from the Agency electronically. By agreeing to receive documents electronically, you agree (i) to protect the confidentiality of, not to share or disclose, and to be solely responsible for your username, password, and other authentication or security measures related to accessing documents delivered electronically; and (ii) to take all reasonable measures to protect your access devices from any unauthorized access to documents delivered electronically. If you suspect that your information may have been compromised, then you agree to immediately contact the Agency.

Furthermore, by using the Agency's online customer portal, you are agreeing to the Agency's terms and conditions for use of such portal. The Agency reserves the right to revoke access to such portal at any time in the event of your violation of such terms and conditions.

4. Delivery and Receipt of Documents in Paper Form. You may request that the Agency provide you with a paper copy of any document that the Agency has provided to you electronically. If you wish to obtain a paper copy of a document, then please send an e-mail request to assistance@dfmurphy.com, or a written request to 50 Main Street, Hudson, MA 01749. There is no charge to obtain a paper copy of any document.

In addition, even if you have consented to receive documents electronically, the Agency may, in its sole discretion, (1) send paper copies of certain documents to you in addition to making such documents available electronically; or (2) send paper copies of certain documents to you in lieu of making such documents available electronically, regardless of whether or not such documents could have been made available to you electronically. Any such delivery of paper copies of documents will be made to you at your most current mailing address on file with the Agency.

5. Right to Withdraw Consent and Procedures for Withdrawal. You may withdraw your consent to receive documents electronically, at any time and without charge, by sending an e-mail request to assistance@dfmurphy.com, or a written request by mail to 50 Main Street, Hudson, MA 01749. Any such withdrawal of your consent to receive documents electronically will not affect the legal effectiveness, validity, and/or enforceability of documents provided or made available to you electronically prior to the Agency's receipt of your withdrawal of consent. Any withdrawal of consent by you will be effective only after the Agency has had a reasonable period of time to process your withdrawal request. After any such withdrawal of consent has been processed, access to the client portal will be cancelled and delivery of documents to you from the Agency will be in paper form to your most current mailing address on file with the Agency.

6. Prompt Notification of Changes. You are solely responsible for maintaining updated contact information with the Agency, and agree to notify the Agency promptly of any changes to your mailing address, e-mail address, or other contact information. Notification of any change in your contact information may be made by e-mail to assistance@dfmurphy.com, in writing by mail to 50 Main Street, Hudson, MA 01749, or by telephone at (800) 222-8711. You agree to indemnify, defend, and hold harmless the Agency in connection with any failure by you to provide current and valid contact information.

7. Limitation of Liability. All electronic delivery services provided by the Agency are provided on a strict "as is" basis. The Agency does not make any representation or warranty whatsoever in regard to such services, whether express or implied, including, without limitation, that such services will be uninterrupted, error-free, or without defect or flaw. The Agency disclaims any responsibility for any loss or damage associated with usage of such services, including, without limitation, as a result of malfunction of or other problems with your computer or other equipment, browser, or software; computer viruses or related problems; problems with your telecommunications provider; your failure to meet any of your responsibilities to the Agency; or any other occurrences beyond the Agency's reasonable control.

In no event will the Agency or its directors, officers, employees, service providers, or agents, be liable for any punitive, indirect, direct, special, incidental, or consequential damages, in connection with the electronic delivery services, including, without limitation, for any lost profits, costs of obtaining substitute service, or lost opportunity, even if the Agency was notified of the possibility of such damages.

8. Amendment of Agreement. The Agency reserves the right to amend this Agreement or discontinue the provision of documents electronically, at any time in its sole discretion. The Agency will notify you of any material changes to this Agreement.

BY CLICKING THE "ACCEPT" BUTTON BELOW, YOU ARE CONFIRMING THAT (1) YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT IN ITS ENTIRETY; (2) YOU CONSENT TO THE ELECTRONIC DELIVERY OF

DOCUMENTS BY THE AGENCY, BOTH ON ITS BEHALF AND ON BEHALF OF INSURERS AND OTHER THIRD PARTIES; (3) YOUR HARDWARE AND SOFTWARE SYSTEMS MEET THE REQUIREMENTS SET FORTH HEREIN; (4) YOU ARE ABLE TO ACCESS AND RETAIN DOCUMENTS DELIVERED TO YOU THROUGH THE AGENCY'S ONLINE PORTAL OR VIA E-MAIL; AND (5) YOU HAVE PRINTED OR OTHERWISE STORED A COPY OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE ELECTRONIC DELIVERY OF DOCUMENTS BY THE AGENCY, THEN PLEASE CLICK THE "CANCEL" BUTTON BELOW.