## **<u>Pie Insurance Terms and Conditions and</u> <u>Electronic Delivery of Documents Program</u>**

The offer of insurance coverage made to you by PIE INSURANCE SERVICES, INC. is subject to these Terms and Conditions. Please read these Terms and Conditions carefully.

1. Your policy provides certain coverages that are standard in our offer, unless you have requested customized coverage.

2. We, or the insurance company we represent that issues your policy, impose certain fees under various conditions as described more fully in your policy document.

3. It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime. Penalties include imprisonment, fines and denial of insurance benefits.

4. By applying for insurance coverage, you agree that you are the applicant or authorized representative of the applicant. By submitting an application, you attest that the information provided in your application is true and complete to the best of your knowledge and that you understand we and the insurance company we represent will rely on the accuracy of the information you provide in deciding whether to provide insurance coverage to you.

5. If your payments are managed through a third party or payroll processing company, the third party will collect premium according to your agreement with them and they will advise you of the payment schedule. The following sections (6,7,8) will not apply.

6. Annual payments include applicable taxes and fees. For other plans, your first payment includes applicable taxes and fees, and you will be charged a \$5 fee for each remaining payment.

7. Pie Insurance is authorized to withdraw the premium amounts due from the bank or credit card information you have provided.

8. A \$10 late fee will be assessed to your account when payment is not received on or before the due date, in applicable states.

9. If your policy is canceled before it expires, a fee based on your policy premium and time remaining may be charged depending on the cancellation reason. Please see your policy documents for more details.

## **Electronic Delivery**

You have indicated your desire to conduct business electronically with us. This includes electronically receiving and signing Documents relating to your insurance, including but not limited to your insurance policy documents, endorsements, declaration pages, renewal notices, notices of cancellation or nonrenewal, privacy policies, important notices, and any other documents related to your insurance, and all billing documents.

This Disclosure, Agreement and Consent to Conduct Business Electronically applies to all Documents that may be given to you, and in some cases signed and returned to us, as part of an insurance transaction. By agreeing to these Terms and Conditions you are agreeing that you have the authority to receive these documents electronically on behalf of all insureds under your policy. Regardless of your enrollment selection, you are required to timely pay all paper or electronic bills you are sent.

The words "we," "us," and "our" means Pie Insurance Services, Inc. ("Pie"), its affiliates, subsidiaries, parent companies, or any unaffiliated company for which Pie provides policyholder administrative services. The words "you" and "your" mean you, the business(es) or individual(s) who desires to transact business, as well as any named or additional insured under your policy.

1. **Method of Providing Documents to You in Electronic Form.** All Documents that we provide to you in electronic form will be provided via e-mail at the email address you provided.

2. **How to Withdraw Consent.** You may withdraw your consent to transact business electronically and have all your policies un-enrolled from our E-Commerce Program by contacting comm@pieinsurance.com. At our option, we may treat an invalid email address or the subsequent malfunction of a previously valid address as a withdrawal of your consent to receive electronic Documents. We will not impose any fee to process the withdrawal of your consent to transact business electronically. If, however a discount is given now or in the future for conducting business electronically, a withdrawal of consent could result in the removal of any such discount. A withdrawal of your consent to transact business electronically will be effective only after we have had reasonable time to process your request.

3. **How to Update Your Records.** It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to these E-Commerce Terms and Conditions and your insurance policies, and to promptly update or notify us of any changes in this information. You can update your information by emailing comm@pieinsurance.com. If we are unable to consistently deliver email notifications successfully, you will be automatically unenrolled from our E-Commerce Program.

4. **Hardware and Software Requirements.** In order to receive, access, view, sign and retain electronic Documents that we make available to you, you must have a personal computer or electronic device with internet connectivity and each of the following:

• Browser support of Internet Explorer 11 or higher, Firefox 67 or higher, Safari

12 or higher, Chrome 75 or higher, Edge 18;

- Ability to view the disclosures on your monitor, which can be done with your internet browser;
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit;
- A valid e-mail account with an Internet service provider.
- If you wish to print a Document, a printer capable of printing a pdf.
- We will update you if there are any changes to the hardware or software requirements that could impact your receiving or signing electronically delivered Documents.

2. **Requesting Paper Copies.** You can obtain a paper copy of any Document we provide to you electronically by printing it yourself or by requesting that we mail you a paper copy. Requests for paper copies must be made within a reasonable time after we first provided the electronic Document to you. To request a paper copy, contact comm@pieinsurance.com. There is no charge associated with requesting a paper copy of a Document we sent you electronically. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Document that you have authorized us to provide electronically.

3. **Mandatory Paper Copies of Electronic Documents.** We will not send you a paper copy of electronic Documents unless you request it, we otherwise deem it appropriate to do so, or in some instances where we are required by law to send paper copies of documents. While you may elect to receive electronic Documents from us, depending on state law, there may be documents and Documents that we need to provide to you in paper form.

4. **Documents in Writing.** All Documents in either electronic or paper format from us to you will be considered "in writing." It is within your discretion to print or download any electronic Documents, including these Terms and Conditions, for your records.

5. **Law.** You acknowledge and agree that your consent to transact electronic business is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and your state's law affecting electronic transactions.

6. **Termination Changes.** We reserve the right, in our sole discretion, to discontinue the provision of your electronic Documents, or to terminate or change the terms and conditions on which we provide electronic Documents or transact business electronically. We will provide notice of any such termination or changes.

7. **Relationship.** The Electronic Delivery of Documents Program Terms and Conditions is between you and Pie Insurance Services, Inc. (Pie) its affiliates, subsidiaries, parent companies, or any unaffiliated company for which Pie provides policyholder administrative services. It will not affect your relationship with your Payroll Processing Company.

BY SIGNING BELOW OR CLICKING ACCEPT VIA EMAIL, I AGREE TO PIE INSURANCE'S TERMS AND CONDITIONS AND I FURTHER AGREE TO RECEIVE ALL MAILINGS AND COMMUNICATIONS ELECTRONICALLY. SUCH ELECTRONIC MAILING OR COMMUNICATIONS MAY INCLUDE CANCELLATION OR NONRENEWAL NOTICES.

## **Owner/Officer Signature:**

Company Name

Signer's Printed Name

Signature

E-mail Address

Date