



Harford Mutual Insurance Group Agency Portal Terms of Use

Last Revised: September 29, 2023

Welcome to the website portal of Harford Mutual Insurance Group and/or its affiliates (collectively referred to as “Harford Mutual”, “Company”, “we” or “us”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively referred to as “Terms”), govern your access to and use of this website portal owned by Harford Mutual Insurance Group, including any content, functionality, and services offered on or through this website portal, located at <https://harfordmutualuat.biz/apps/portal> (collectively the “Agency Portal”), whether as a guest or as a registered user.

These Terms include an arbitration clause. Please read the Terms carefully before you start to use the Agency Portal.

By accessing, browsing, submitting information to and/or using the Agency Portal, you agree and acknowledge on your own behalf that you have read, understand and agree to be bound by these Terms and to comply with all applicable laws including, without limitation, all federal, state and local tax and tariff laws, regulations, and/or directives. Use of the Agency Portal and any information associated with the Agency Portal may also be subject to a separate agreement between the Company and its Agents (defined below), such as the Harford Mutual Agency Agreement. Accordingly, these Terms apply to your use and access as a user of the Agency Portal, such as an employee of an Agent.

If you do not agree to these Terms, please do not use the Agency Portal.

These Terms of Use do not apply to Company’s general websites, available at <https://www.harfordmutual.com/>. For more information on terms for the Company websites, please see our Internet Terms of Use.

Purpose of the Agency Portal. The Agency Portal is provided for informational purposes and enabling communication between you and the Company. The information provided is intended to be general in nature and does not necessarily address all the terms, exclusions, and conditions applicable to our products and services.

The Company also provides the Agency Portal and any related data, accounts, profiles, forms, and all content provided on the Agency Portal (the “Content”) for the purpose of providing services to the Company’s contracted agents (“Agents”).

We do not warrant the accuracy, completeness, or usefulness of this information at any particular time. Any reliance you place on such information is strictly at your own risk. The Company disclaims all liability and responsibility arising from any reliance placed

on such content by you or any other visitor to our Agency Portal, or by anyone who may be informed of any of its contents. Any information you provide or that is collected by the Company through the Agency Portal shall be handled in accordance with the Agency Portal's Privacy Policy, which is hereby incorporated by reference.

Agency Agreements. Use of the Agency Portal and any user information associated with the Agency Portal may also be subject to the terms of separate written agreements (the "Agency Agreements") between the Company and Agents. When applicable, this Policy may be superseded by specific terms in the Agency Agreements. If you use or submit any materials on the Agency Portal as an employee of an Agent, you agree to be bound by the Agency Agreements as well as any posted guidelines and policies related to the materials you wish to use or submit, as applicable. When applicable, if you do not agree to the terms of the Agency Agreements, you will not be able to use the Agency Portal.

Use of the Agency Portal. The Company grants you a non-exclusive right to access and use the Agency Portal and the Content solely for your personal use. Your right to access and use the Agency Portal shall be limited to Harford Mutual business purposes. You agree to use the Agency Portal only for lawful purposes, comply with all rules governing any transactions on and through the Agency Portal and comply with applicable laws. Furthermore, you agree that any such use of the Agency Portal shall comply with existing Harford Mutual policies and agreement governing the proper use of company documents and records, including applications, personal data, contracts, and policy data.

User Account Responsibility and Security. We reserve the right to withdraw or amend the Agency Portal, terminate your access to the Agency Portal, and terminate or alter any service or material we provide on the Agency Portal, in our sole discretion without notice. We will not be liable if for any reason, all or any part of the Agency Portal is unavailable, at any time, or for any period. From time to time, we may restrict access to some parts of the Agency Portal, or the entire Agency Portal to users, including registered users.

It is solely your responsibility to:

- Make all arrangements necessary for you to have access to the Agency Portal;
- Make certain that all persons who access our Agency Portal through your Internet browser are aware of these Terms and comply, as applicable;
- Maintain commercially reasonable safeguards for any account access credentials; and
- Maintain and keep current all security software according to manufacturer's requirements for any devices accessing the Agency Portal or its contents.

We do not warrant the accuracy, completeness, or usefulness of any information on the Agency Portal at any particular time. Any reliance you place on such information is strictly at your own risk. The Company disclaims all liability and responsibility arising from any reliance placed on such content by you or any other visitor to our Agency Portal, or by anyone who may be informed of any of their contents. To access the Agency Portal, you may be asked to provide certain registration details or other information. It is a condition of your use of any of the Agency Portal that all the information you provide is correct, current and complete. You agree that all information you provide to register with the Agency Portal or otherwise, including but not limited to through the use of any interactive features on the Agency Portal, is governed by our Agency Portal Privacy Policy, and you consent to all actions we take with respect to your information consistent with this policy.

If you chose or are provided with a username, password or other identifier, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is specific to you or your agency, and agree not to provide it to any other person or entity. You agree to notify us immediately of any unauthorized access to, or use of, your user name, password, PIN or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view your user name, password, PIN or other personal information.

Harford Mutual maintains the exclusive right to disable any account, user name, password, PIN or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

Prohibited Uses. You agree that you will not:

- Use the Agency Portal in any manner that violates the terms of the Agency Agreement;
- Use the Agency Portal in any manner that could damage, disable, overburden, or impair the Agency Portal or interfere with any other party's use and enjoyment of it;
- Attempt to gain unauthorized access to any Agency Portal account, computer systems or networks associated with the Company or the Agency Portal;
- Obtain or attempt to obtain any materials or information through the Agency Portal by any means not intentionally made available or provided by the Company;
- Use any robot, spider, or other automatic device, process or means to access the Agency Portal for any purpose, including monitoring or copying any of the material on the Agency Portal;

- Introduce any viruses, Trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful;
- Attack the Agency Portal via a denial-of-service attack or a distributed denial-of-service attack;
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Agency Portal; or
- Impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).

Notice and Consent to Receipt of Text (SMS) Messaging and Phone Calls. You may have the opportunity to receive SMS or "text" messages, pre-recorded voice messages or auto-dialed phone calls from the Company, its affiliates and related entities as well as third parties. Such messaging may be used to authenticate your identity or mobile device, as well as provide you informational updates about services or products you may have requested. In providing your mobile device number or cell phone number to the Company, you knowingly consent to such communications from the Company or for the Company to use your cell phone number or mobile device number in accordance with the Company's Privacy Policy. In providing your number and accepting these Terms, you represent that you have the authority to agree to receive text messages at the telephone number that you provide to the Company, or from which you sent the text message request to us. You further acknowledge that no purchase is required to opt into this service, and you may opt out at any time by following the instructions included in our communications with you.

Not all mobile devices or handsets may be supported by this service. The Company and any mobile carriers are not liable for delayed or undelivered messages. Message and data rates may apply to any text messages. Message frequency depends on the nature of your request. You hereby agree to be responsible for all costs, charges and fees you incur from your service or device provider as a result of choosing to receive such messages from the Company.

Third-party Websites. The Agency Portal may contain links to websites controlled or operated by persons and companies other than the Company ("Linked Sites"). Linked Sites are not under the control of the Company, and the Company is not responsible for the contents of any Linked Site, including without limitation any link contained on a Linked Site, or any changes or updates to a Linked Site. The Company is not responsible if the Linked Site is not working correctly or for any viruses, malware, or other harms resulting from your use of a Linked Site. The Company is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the Company of the website or any association with its operators. You are responsible for viewing and abiding by the privacy policies and terms of use posted on the Linked Sites. You are solely responsible for any dealings with third parties who

support the Company or are identified in the Agency Portal, including any delivery of and payment for goods and services.

Third-party Applications. You acknowledge that your access and use of any third-party applications or software on our Agency Portal and Content (the “Third-party Applications”) is at your discretion and risk, and the Company has no liability to you arising from your use of the Third-party Applications. The Company hereby disclaims any representation, warranty, or guaranty regarding the Third-party Applications, whether expressed, implied or statutory, including, without limitation, the implied warranties of merchantability or fitness for a particular purpose, and any representation, warranty, or guaranty regarding the availability, quality, reliability, features, appropriateness, accuracy, completeness, or legality of the Third-party Applications, and you agree to indemnify and hold the Company harmless for any direct, indirect, punitive, incidental, special, or consequential damages, or any damages whatsoever including, without limitation, damages for loss of use, arising out of or in any way connected with the use or performance of the Third-party Applications.

Intellectual Property Notices. The Agency Portal and Content are protected by copyrights, trademarks, or are subject to other proprietary rights. Accordingly, you are not permitted to use the Agency Portal or Content in any manner, except as expressly permitted by the Company in these Terms. The Agency Portal or Content may not be copied, reproduced, modified, published, uploaded, posted, transmitted, performed, or distributed in any way, and you agree not to modify, rent, lease, loan, sell, distribute, transmit, broadcast, or create derivatives without the express written consent of the Company or the applicable owner.

Copyright. You should assume that everything you see or read on the Agency Portal is copyrighted unless otherwise noted and may not be used without the written permission of the Company. The Company neither warrants nor represents that your use of materials displayed on the Agency Portal will not infringe the rights of third parties. Content, images, photographs, or illustrations displayed on the Agency Portal is either property of, or used with permission by, the Company. The use of these materials by you, or anyone else authorized by you, is prohibited unless specifically permitted by these Terms or specific permission provided elsewhere on the Agency Portal. Any unauthorized use of any content, images, photographs, or illustrations may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

Trademark. The Company name, the Company logo and all related names, logos, products and service names, designs and slogans are trademarks of the Company, its affiliates, or licensors. Nothing contained on the Company’s Agency Portal should be construed as granting or conveying, by implication, or otherwise, any license or right to use any trademark displayed on the Agency Portal without the written permission of the Company or such third party that may own a trademark displayed on the Agency Portal.

Your misuse of the Company's trademark(s) displayed on the Agency Portal, or any other Content on the Agency Portal, except as provided herein, is strictly prohibited.

Your Content. Any Content you create or own or to which you have a license and use on the Agency Portal is "Your Content." In sharing Your Content on the Agency Portal, you warrant and represent you have the legal right to use Your Content and grant the Company an irrevocable, royalty-free, fully paid up, worldwide, non-exclusive license to use Your Content in providing any Agency Portal services as described in these Terms and in any posted policies on the Agency Portal. The Agency Portal services may also provide you with features like photo thumbnails, previews, easy sorting, editing, sharing, creating templates, and searching. These and other features may require our Company systems to access, store, and scan Your Content. You may also be able to share Your Content with others, so please think carefully about what you share.

You acknowledge and agree that you are solely responsible for complying with the applicable restrictions on use of all Content, copyrighted materials and trademarks that you see, hear, and use on the Agency Portal. You understand that any unauthorized use of such intellectual property would result in irreparable injury for which money damages would be inadequate. You further acknowledge that, in the event of any such unauthorized use, the Company or the applicable intellectual property owner will have the right, in addition to other remedies available at law and in equity, to immediate injunctive relief to prevent any such unauthorized use.

Questions regarding the use of any intellectual property provided on the Agency Portal should be directed to privacy@hm1842.com.

United States Only. The Company is based in the state of Maryland in the United States. The Company provides this Agency Portal for use only by persons located in the United States. We make no claims that the Agency Portal or any of its contents are accessible or appropriate outside of the United States. Access to the Agency Portal may not be legal by certain persons or in certain countries. If you access the Agency Portal from outside the United States, you do so, on your own initiative and are responsible for compliance with local laws.

Disclaimer. ALL INFORMATION OR SERVICES PROVIDED BY THE COMPANY TO YOU VIA THE AGENCY PORTAL, INCLUDING, WITHOUT LIMITATION, ALL CONTENT, ARE PROVIDED "AS IS" AND "WHERE IS" AND WITHOUT ANY WARRANTIES OF ANY KIND. THE COMPANY AND ITS THIRD-PARTY LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN TO THE CONTRARY, THE COMPANY AND ITS THIRD-PARTY LICENSORS MAKE NO REPRESENTATION, WARRANTY OR COVENANT CONCERNING THE ACCURACY, QUALITY, SUITABILITY, COMPLETENESS, SEQUENCE, TIMELINESS, SECURITY

OR AVAILABILITY OF THE AGENCY PORTAL OR ANY CONTENT POSTED ON OR OTHERWISE ACCESSIBLE VIA THE AGENCY PORTAL. YOU SPECIFICALLY ACKNOWLEDGE THAT THE COMPANY AND ITS THIRD-PARTY LICENSORS ARE NOT LIABLE FOR THE DEFAMATORY, OBSCENE OR UNLAWFUL CONDUCT OF OTHER THIRD PARTIES OR USERS OF THE AGENCY PORTAL AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. NEITHER THE COMPANY NOR ANY OF ITS THIRD-PARTY LICENSORS REPRESENT, WARRANT OR COVENANT THAT THE AGENCY PORTAL WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE. THE COMPANY FURTHER MAKES NO WARRANTY THAT THE AGENCY PORTAL WILL BE FREE OF VIRUSES, WORMS OR TROJAN HORSES OR THAT IT WILL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR SOFTWARE. YOU EXPRESSLY AGREE THAT USE OF THE AGENCY PORTAL IS AT YOUR SOLE RISK AND THAT THE COMPANY, ITS AFFILIATES AND THEIR THIRD-PARTY LICENSORS SHALL NOT BE RESPONSIBLE FOR ANY TERMINATION, INTERRUPTION OF SERVICES, DELAYS, ERRORS, FAILURES OF PERFORMANCE, DEFECTS, LINE FAILURES, OR OMISSIONS ASSOCIATED WITH THE AGENCY PORTAL OR YOUR USE THEREOF. YOUR SOLE REMEDY AGAINST THE COMPANY FOR DISSATISFACTION WITH THE AGENCY PORTAL OR THE CONTENT IS TO CEASE YOUR USE OF THE AGENCY PORTAL AND/OR THE CONTENT. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. YOU MAY HAVE OTHER RIGHTS, WHICH VARY BY JURISDICTION. WHEN THE IMPLIED WARRANTIES ARE NOT ALLOWED TO BE EXCLUDED IN THEIR ENTIRETY, YOU AGREE THAT THEY WILL BE LIMITED TO THE GREATEST EXTENT AND SHORTEST DURATION PERMITTED BY LAW.

Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL THE COMPANY OR ANY OF ITS THIRD-PARTY LICENSORS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF USE, LOSS OF DATA, LOSS OF INFORMATION OR PROGRAMS ON YOUR DATA HANDLING SYSTEM, TRANSACTION LOSSES, OPPORTUNITY COSTS, INTERRUPTION OF BUSINESS OR COSTS OF PROCURING SUBSTITUTE GOODS) RESULTING FROM, ARISING OUT OF OR IN ANY WAY RELATING TO THE AGENCY PORTAL, OR THE DATA, CONTENT OR INFORMATION ACCESSED VIA THE AGENCY PORTAL OR ANY HYPERLINKED WEBSITE, OR ANY DISRUPTION OR DELAY IN THE PERFORMANCE OF THE AGENCY PORTAL, REGARDLESS OF THE FORM OF THE CLAIM OR ACTION, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE, AND REGARDLESS OF WHETHER OR NOT SUCH DAMAGES WERE FORESEEN, UNFORESEEN OR FORESEEABLE, EVEN IF THE COMPANY OR ITS THIRD-PARTY LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BY ACCESSING THE AGENCY PORTAL SUBJECT TO THESE TERMS,

YOU UNDERSTAND THAT YOU ARE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE, COUNTRY OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST MATERIALLY AFFECT HIS OR HER SETTLEMENT WITH THE DEBTOR."

Indemnity. You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of, or relating to your violation of these Terms or your use of the Agency Portal including, but not limited to, Your Content, any use of the Agency Portal's Content, services and products other than as expressly authorized in these Terms or your use of any information obtained from the Agency Portal.

Termination and Restriction of Access. In its sole discretion, the Company may terminate or suspend your access to the Agency Portal for breach of these Terms. The Company shall not be liable for any losses or damages arising from any such termination of service.

Arbitration. At its sole discretion, the Company may require you to submit any disputes arising from use of the Agency Portal, or breach of these Terms, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Maryland law. By using the Agency Portal, you hereby consent to submission of any dispute to be final and binding arbitration.

Limitation on Time to File Claims. Any cause of action or claim you may have arising out of or relating to these Terms or the Agency Portal must be commenced within one (1) year after the cause of action accrues, otherwise, such cause of action or claim is permanently barred.

Governing Law & Jurisdiction. All matters relating to the Agency Portal and these Terms and any dispute or claim arising therefrom or related thereto (including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the State of Maryland without giving effect to any choice or conflict of law provision or rule.

Unless Company, at its sole discretion, requires binding arbitration, any legal suit, action or proceeding arising out of, related to, these Terms or the Agency Portal shall be instituted exclusively in the federal courts of the United States located in the State of Maryland or the courts of the State of Maryland. The Company retains the exclusive right to bring any suit, action or proceeding against you for breach of these Terms in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Changes to these Terms. The Company may update or change these Terms from time to time in order to reflect changes in any offered services, changes in the law, or for other reasons as deemed necessary by the Company. The effective date of any Terms will be reflected in the “Last Revised” entry at the top of these Terms. Your continued use of the Agency Portal after any such change is communicated shall constitute your consent to such change(s).

Company Information. The term “Harford Mutual Insurance Group” as used in the Agency Portal means: Harford Mutual Insurance Group, Inc., Harford Holdings, Inc., The Harford Mutual Insurance Company, Firstline Insurance Company and 1842 Insurance Company. Harford Mutual’s principal place of business is located at 200 North Main Street, Bel Air, Maryland 21014. Each individual Insurance Company is financially responsible for its own insurance products.

Harford Mutual Insurance Group is domiciled in and organized under the laws of the State of Maryland. Harford Mutual Insurance Group is authorized to transact business in the following states: Maryland, Pennsylvania, Delaware, New Jersey, North Carolina, South Carolina, Georgia, Tennessee, and Virginia, West Virginia and The District of Columbia.

General. You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Company as a result of these Terms or use of the Agency Portal. You may not assign these Terms without the prior written consent of the Company in all instances. The Company may assign these Terms, in whole or in part, at any time. The Company’s performance of these Terms is subject to existing laws and legal process, and nothing contained in these Terms is in derogation of the Company’s right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Agency Portal or information provided to or gathered by the Company with respect to such use.

If any part of these Terms are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of these Terms shall continue in effect.

No waiver by the Company of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms shall not constitute a waiver of any such right or provisions.

These Terms, the Agency Portal Privacy Policy, any applicable Agency Agreements and all other documents expressly incorporated herein by reference, constitute the entire agreement between you and the Company with respect to the Agency Portal, and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and the Company. In the event of any conflict between these Terms and the terms of any Agency Agreement, the Agency Agreement shall govern. A printed version of these Terms and of any notices given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Company Contact Information. The Agency Portal is operated by Harford Mutual Insurance Group. All feedback, comments, requests for technical support and other communications relating to the Agency Portal should be directed to Marketing@hm1842.com.