

Elips Life Insurance Company

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Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of the United States and the Commonwealth of Massachusetts, without giving effect to conflict of law principles thereof. Persons who access this web site do so on their own initiative, and are responsible for compliance with applicable local laws and regulations.

Choice of Forum

The Company and you: (a) hereby irrevocably submit to the jurisdiction of the federal and state courts in Boston, Massachusetts and (b) hereby waive to the extent not prohibited by applicable law, and agree not to assert, by way of motion, as a defense or otherwise any claim that (i) the Company or you is not subject personally to the jurisdiction of the above-named courts, (ii) any action, suit or proceeding may not be brought or maintained in one of the above-named courts, (iii) any such action should be dismissed on grounds of forum non conveniens, should be transferred to any court other than one of the above-named courts or should be stayed by virtue of the pendency of any other action, suit or proceeding in any court other than one of the above-named courts, or (iv) these Terms and Conditions or the subject matter hereof may not be enforced in or by any of the above-named courts.

The Company and you each hereby consents to service of process in any such action in any manner permitted by the laws of the Commonwealth of Massachusetts, agrees that service of process by registered or certified mail, return receipt requested is reasonably calculated to give actual notice and waives and agrees not to assert by way of motion, as a defense of or otherwise, in any such action any claim that service of process made in accordance with this Section hereof does not constitute good and sufficient service of process.

Entire Agreement

These Terms and Conditions constitute the entire agreement between the Company and you and it supersedes all prior agreements, whether written or oral between the Company and you, relating to this web site.

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Your use of the Online Services portion of this web site is also subject to the following Online Services Terms and Conditions:

Online Quotes

We rely on your accurate statements when we provide you with a quote. However, we will verify your information through THE USE OF THIRD PARTY RESOURCES, SUCH AS medical information bureau, motor vehicle, and prescription history reports, when you submit your application or decide to purchase a policy from us.

ONLINE QUOTES ARE PROVIDED AS PRICE ESTIMATES ONLY AND ARE SUBJECT TO CHANGE. ACTUAL PREMIUM AMOUNTS WILL BE DETERMINED AND PROVIDED BY US OR BY YOUR INDEPENDENT INSURANCE AGENT WHO MAY VERIFY INFORMATION PROVIDED AND WILL DETERMINE IF YOU ARE ELIGIBLE FOR ANY ADDITIONAL DISCOUNTS.

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No insurance coverages can be bound and no changes can be made to your policy, new or existing, unless and until you have received a written binder from us or your independent insurance agent.

Your submission of a completed form to us via this web site acts merely as a request for information - it does not constitute a binding coverage agreement.

The descriptions of products and services set forth on this site, including without limitation, terms, coverages, conditions and exclusions of the products and services, are provided for general information and illustration purposes only and are not intended to be, and should not be, construed as legally binding upon the Company. You should review carefully all of the materials supplied to you. If you have any questions, please contact us or your insurance agent.

If you do not hear from us on the next business day after submitting a request for information or a request for a change, please contact us.

User Name and Password

In order to take advantage of the online services contained on this web site you may be asked to select a user name and password. YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE SECURITY AND CONFIDENTIALITY OF YOUR USER NAME AND PASSWORD. You agree to notify us immediately of any unauthorized use of your account or any other breach of security. The Company may deny access or block any transaction made under your password without prior notice if we believe your password is being used by someone other than you, or if any unauthorized access to your personal information has occurred or may occur, or for any other reason, but we are under no obligation to do so.

WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND THAT MAY ARISE AS A RESULT OF SOMEONE ELSE USING YOUR PASSWORD OR ACCOUNT, EITHER WITH OR WITHOUT YOUR KNOWLEDGE. HOWEVER, YOU MAY BE HELD LIABLE FOR ANY LOSSES INCURRED BY US OR ANOTHER PARTY DUE TO SOMEONE ELSE USING YOUR ACCOUNT OR PASSWORD.

eSIGNATURE CONSENT

CONSENT TO USE OF ELECTRONIC SIGNATURES AND RECEIPT OF DISCLOSURES EXCLUSIVELY THROUGH ELECTRONIC MEANS

Thank you for using the electronic application process offered by Elips Life Insurance Company. You are applying for insurance coverage using electronic records, transactions and signatures. The Company is legally required to provide you with certain disclosures and information about your insurance application (“Required Information“). If you give consent, we can deliver this Required Information to you electronically. Your consent also permits the general use of electronic records and electronic signatures in connection with your application.

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You agree to keep us informed of any change in your e-mail or mailing address during the eSignature process. You may update your e-mail address by contacting us. You agree to print out or download Required Information for your records when we advise you to. If you have any trouble printing out or downloading any Required Information, contact us or your independent insurance agent at the address or telephone number given to you when you applied for coverage. The computer hardware and software used to access this web site on the Internet is all you will need to access the application for insurance, related notices, disclosures, authorizations, acknowledgements and other documents provided to you in electronic form. To retain copies of these documents, you may 1) print them from this web site, 2) e-mail them to an address where you can print them on paper, or 3) save an electronic copy onto a computer with at least 100

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Statement of Consent

By clicking "I Agree", I confirm that:

- I can access and read this "eSignature Terms of Use and Consent"; and
- I have an e-mail service provider and I am able to send e-mail and receive e-mail with hyperlinks to web sites with attached files; and
- Until or unless I notify the Company as described above, I consent, if applicable, to receive all required notices and disclosures relating to my insurance application exclusively through electronic means; and
- I also consent, if applicable, to the use of electronic signatures in connection with my insurance application with the Company in place of handwritten signatures.