

Terms of Use

Welcome to our website and electronic-based features. The information contained on and through our website, mobile and electronic applications, and other electronic functions should assist you in learning more about our insurance and financial products and services. Our website, mobile and electronic applications, and electronic functions also offer convenient ways to make payments, to request additional information about your account(s) and policy(ies) and to receive policy and other important documents electronically. You also may find additional information about us from our independent insurance agent network. To find a local agent, navigate to the Find an Agent section of our mobile application or web site.

By visiting our website and by using our electronic-based features, including but not limited to our mobile and electronic applications, you agree to be legally bound by the following terms and conditions, and your continued use of our website and features constitutes your acceptance of any changes to these terms and conditions:

1. The meaning of the term "Web System" used in these terms and conditions includes all of the following: The website of any of our affiliated companies, our mobile and electronic applications, and the functions and information provided on and through any of our websites and any other customer-accessible electronic systems.
2. Our Web System and its functions and content are owned by us and are intended to provide our current and prospective policyholders and customers with information about us and our insurance and financial products and services, and to allow our policyholders and customers to make payments and take other actions on their accounts and to receive information and certain documents electronically. You are authorized to use our Web System for those purposes.
3. Certain sections of our Web System - such as the payment section, policy information and documents, and others – are restricted and require a user identification code and a password for access. Unauthorized use of, or access to, these areas are strictly prohibited. If you register to use our Web System, you agree to provide accurate and complete registration information. It is your responsibility to inform us of any changes to that information. Each registration is for one individual only, unless specifically designated otherwise on the registration page. When accessing an area requiring a user ID and password, you agree that we are entitled to act on the instructions received under your user ID and password.
4. You will keep your user ID and password confidential and you will notify us immediately if you believe someone else has obtained your user ID and password. You also notify us if any unauthorized access to your account through the Web System has or may occur.
5. We may, but are not obligated to, block access to password-protected areas of the Web System without prior notice if we believe your user ID and password are being used by someone other than you, if any unauthorized access to your personal information has occurred or may occur, or for other reasons.
6. We do not authorize (a) anyone other than you to use the sections or features requiring registration, a username and/or password; or (b) access through a single name being made available to multiple users on a network or otherwise. You are responsible for preventing such unauthorized use.
7. If you believe there has been unauthorized use, you must notify us immediately by email: support@donegalgroup.com, or by calling (888) 640-5840.
8. We prohibit any use of our Web System in a manner that:
 - o harasses, abuses, threatens, defames or otherwise infringes upon the rights of any other party;
 - o is unlawful, fraudulent or deceptive;
 - o uses technology or any other means to gain unauthorized access to any part of the Web System or our computer networks or user accounts;
 - o uses, attempts to use or otherwise introduces automated processes, bots, spiders, screen scrapers, viruses, malware, adware or any other software computer code that interrupts, destroys, limits, or surreptitiously monitors software, hardware or electronic communications; or
 - o damages, interferes with, or overburdens any of our equipment or software, or threatens to do so.
9. You may not use our Web System to advertise, solicit or market without our prior written approval.
10. By submitting information or data to us through our Web System, you are certifying that the information is true and accurate and provided for a legitimate purpose, that you are the owner or have permission of the owner to submit the information, that you are of legal age, and that you are giving consent to us to receive, use, store, act on, process, and transmit that data and information to process and complete the transaction(s) between you and us. Information about how and where we will use your data and information is set forth in our [Privacy Policy](#). You hereby grant us and our affiliated companies an absolute, perpetual, irrevocable, royalty-free license to use and process the information and data that you submit to us via the Web System.
11. The nature of electronic communications allows users to visit our Web System from locations outside those states within the United States where our affiliated companies are authorized to conduct business. Please note that our

products and services are not available in all states, but instead are available to you only in those jurisdictions where we are authorized or permitted by law to market or sell them.

12. We own the information, logos and other intellectual property on our Web System. You may not display or otherwise use our information, logos or intellectual property without our prior written approval.
13. **Links to Other Web Sites and Information Sources.** Our Web System contains links to other websites and information sources which are provided as a convenience to you. Please note that we do not own or maintain those other websites or information sources and, therefore, are not responsible for the contents of any linked site, any link contained in a linked site, or any information source. We do not endorse, promote, or guarantee the accuracy of the other websites or information sources or their owners, products and/or services. Further, we are not responsible for the privacy practices of those sites or sources. Our [Privacy Policy](#) applies to our Web System and not to any other websites or electronic-based features.
14. **Disclosures in Investigations or Legal Actions.** We reserve the right to investigate complaints or report violations of these Terms of Use and to take any action we deem appropriate including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information (including your identity and the content of your submissions via this Web System) as necessary or appropriate to such persons or entities. We also may disclose your identity and your submissions in response to a court order, subpoena or summons or as necessary to defend ourselves in a legal action.
15. **Privacy Policy.** Please review our [Privacy Policy](#) which also applies to your use of this Web System.
16. We offer access to certain Web System services and functions via our mobile and/or electronic applications. Your use of our mobile and electronic applications is conditioned on your acceptance of these Web System Terms of Use and our [Privacy Policy](#). Your use of our mobile and electronic applications to access the Web System is deemed acceptance of these policies and of any changes we make to those policies if you continue to use such applications. Do not use our mobile or electronic applications until you have carefully reviewed each such policy.
17. Our Web System and its functions are separate and apart from any services provided to you, or any charges that may be assessed to you, by your wireless or other communications provider. You are responsible for paying any fees or other charges that your wireless or other communications provider may charge for any related data or messaging services.
18. Our Web System availability and response time are subject to market and communication conditions.
19. **Disclaimer of Warranty.** We provide this Web System and its functions to you on an "AS IS" and "AS AVAILABLE" basis and, to the fullest extent permitted by law, we disclaim all warranties, express or implied, with respect to this Web System and its functions, including, but not limited to, implied warranties of merchantability, fitness for particular purpose and non-infringement. We do not warrant or represent that the functions or operation of the Web System will be free of interruption, errors, computer viruses or other harmful components.
20. **Limitation of Liability.**
IN NO EVENT WILL WE, OUR DIRECTORS, OFFICERS, EMPLOYEES, OR ANY OF OUR AFFILIATES OR SUBSIDIARIES BE LIABLE TO ANY PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR PROGRAMS OR OTHER DATA ON ANY INFORMATION HANDLING SYSTEM) THAT ARE RELATED TO THE USE OF, OR THE INABILITY TO USE, ANY FUNCTION OR FEATURE OF OUR WEB SYSTEM INCLUDING THE CONTENT AND FUNCTIONS OF OUR WEB SYSTEM, MOBILE OR ELECTRONIC APPLICATION, OR ANY LINKED WEBSITE, EVEN IF WE ARE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
21. **Termination of Application or Access to the Application.** We reserve the right to terminate this Web System or any of its functions, including, but limited to, any mobile or electronic application service, or your access to them, at any time for any reason.
22. **Enforceability.** Should any provision of these Terms of Use be held invalid, unlawful or for any reason unenforceable, then the invalid, unlawful or unenforceable provision shall be severable from the remaining provisions. Such invalid, unlawful or unenforceable provision shall not affect the validity or enforceability of the remaining provisions.
23. **Governing Law and Jurisdiction.** Use of our Web System and its functions, including, but not limited to, use of mobile or electronic applications, are governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to any principles of conflicts of laws. Any dispute or lawsuit concerning use of our Web System and its functions (including, but not limited to, use of the mobile and electronic applications) shall be subject to the exclusive venue of a court of competent jurisdiction in Lancaster County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania, as applicable. By using our Web System, you hereby consent and submit to the personal jurisdiction of such courts and agree to accept service of process issued by such courts for the purpose of litigating any such action. The Uniform Computer Information Transactions Act or any substantially similar law, if enacted, will not govern any aspect of these Terms or your access to our Web System.
24. **Errors and Questions.** In case of errors or questions about your transactions with us via this Web System, you should notify us as soon as possible via one of the following:

Telephone us at: (888) 640-5840

Write us at:

Customer Services
Donegal Insurance Group
1195 River Road
P.O. Box 302
Marietta, PA 17547-0302

25. The information presented on this Web System is not an insurance policy, declarations page or endorsement. This information is provided for general informational purposes only and does not alter or replace any insurance policy issued by us. Additionally, this information is not intended to fully set out your or our rights and obligations under any insurance policy issued by us. If you are one of our policyholders, you acknowledge your understanding that you must refer to your insurance policy with us for the language of your insurance policy for the applicable agreements, terms, exclusions and conditions of coverage, and that you should contact your insurance agent if you have any questions.
26. We may modify these Terms of Use at our discretion. The modified Terms of Use will be effective when posted. Continued use of this site will constitute your acceptance of any modifications to the Terms of Use.
27. Any waiver of any provision of these Terms of Use will be effective only if in writing and signed by one of our authorized officers. Any delay or failure by us to insist on the strict observance or performance of, or to exercise any rights under, these Terms of Use shall not be construed to waive any of our rights.
28. Certain provisions of these Terms of Use by their nature shall continue in full force and effect after termination, including authorizations you have granted, the Disclaimer of Warranties and Limitation of Liability provisions, Enforceability provisions, and Governing Law and Jurisdiction provisions.



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