Excess Line Association of New York
ELANY Electronic Signature Use Agreement

The Excess Line Association of New York hereinafter referred to as "ELANY", utilizes a system by which Excess Line licensees and sublicensees ("Broker") submit excess line transactions for examination, stamping, and return electronically under a signature which meets the legal definition of an "electronic signature".

Since most submissions for stamping will be made by customer service representatives or other designated employees on behalf of a Broker, it will be the customer service representative or other designated employee who actually enters the electronic signature of the Broker. The electronic signature will have a PIN number also known as a personal identification number for the Broker who placed the coverage.

In consideration of ELANY's providing access to the electronic filing system and subject to the terms and conditions set forth herein, the undersigned Broker agrees:

I. That transactions submitted under my PIN number by any customer service representative, other designated employee or independent vendor with whom I work constitutes my express permission for such submission under my excess line license or employer's excess line license and has the same legal effect and consequences as placing my original signature on a Part A affidavit form.

SECTION II BELOW MUST BE COMPLETED BY ANY EXCESS LINE BROKER LICENSEE WHICH OUTSOURCES THE FILING OF AFFIDAVITS TO AN INDEPENDENT VENDOR.

II. Transactions submitted on my behalf as a Broker will be submitted with my express permission by the following independent vendor whose only function is to act as a filing administrator on insurance transactions which I personally placed and has my express permission to use my PIN number.

_____
Vendor Name

_____
Vendor Address

_____
Vendor Phone Email

_____
Contact Person

The Broker shall provide ELANY with immediate notice of any termination or modification of any such delegation of authority to a third-party vendor and shall provide ELANY with any additional information ELANY may request in this regard.

III. The Broker is and remains legally responsible under all applicable laws, regulations and procedures for the accuracy and timeliness of any filing submitted on its behalf.

The Broker is and remains legally responsible for any breach of security or privacy that is or may be the result of its sharing any PIN number, pass code or other security device it has provided to or been provided by ELANY and hereby agrees to indemnify and hold ELANY harmless for any such breach.

In the event that ELANY cannot obtain adequate responses, corrections, information or any other form of compliance by the designees who submit transactions electronically, as a Broker, I acknowledge I am responsible to personally undertake all measures to adequately address or correct any compliance deficiency.

CHECK APPLICABLE BOX AND COMPLETE INFORMATION BELOW.

IV. My name is _____ and I am:
(check one below)

☐ a sublicensee of the following excess line broker

_____
Excess Line Broker Name Entity License #

_____
Email

☐ an employee of the following excess line broker but not a sublicensee. I have an individual excess line broker's license but submit my transactions under the excess line license of my employer set forth below.

_____
Excess Line Broker/Employer Name Employer License #

_____
Email

☐ am self-employed and submit transactions under my individual excess line license no. _____.

V. **E-Signature**. (i) Broker consents to conduct related transactions and receive all records, disclosures, notices, and documents (collectively, "**Records**") related to this Agreement by electronic means in lieu of paper form; (ii) Broker understands and agrees that its electronic signature, whether executed via digital signature, typing its name, clicking an "I agree" button, entering a PIN, or any other electronic means intended to authenticate this Agreement, shall have the same legal force, validity, and effect as a handwritten signature affixed to a paper document under applicable federal law, including the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 et seq.) (the "**E-SIGN Act**"), and New York law, including the New York Electronic Signatures and Records Act (N.Y. State Technology Law § 304) (the "**ESRA**"); (iii) Broker has the

right to receive a paper copy of any electronic Record by requesting such copy in writing delivered to the e-mail address herein and may be charged a reasonable fee for such paper copy not to exceed the actual cost of reproduction and delivery; (iv) Broker has the right to withdraw this consent to receive Records electronically at any time by providing written notice of withdrawal ELANYHelpdesk@elany.org provided that such withdrawal shall not affect the legal validity, enforceability, or admissibility of electronic Records or signatures provided or executed prior to the effective date of such withdrawal, and any withdrawal of consent may result in the termination of the services or transactions to which this Agreement relates; (v) if Broker's email address or other contact information changes, Broker agrees to promptly notify ELANYHelpdesk@elany.org in writing of such change.

In witness whereof, I have executed this agreement on this date _____, to induce ELANY to authorize my use of the Electronic Filing System.

_____

Signature