

Terms of Use

General

These terms of use (the "Terms of Use") govern your use of all Websites owned and/or operated by Western Financial Group Inc., its subsidiaries and affiliates (hereinafter referred to as the "Company" or "we"). For certainty, the websites to which these Terms of Use apply are referred to individually as a "Website" and collectively as the "Websites".

Changes

The information, material and content provided in the pages of the Websites, including pricing information, (the "Information") is believed to be reliable when posted, but there is no guarantee that it is accurate, complete or current at all times. Without limiting the generality of the foregoing, the Information may include technical inaccuracies or typographical errors, and neither the Company or its officers, directors, employees and agents have any obligation to update the Information. The Information or the Websites may be changed, withdrawn or terminated at any time without notice.

Changes may be made to the Terms of Use at any time without notice by updating this posting. You agree to review the Terms of Use regularly, and your continued access or use of the Websites will indicate your acceptance of such changes.

Availability of Products and Services

The products and services of the Company that are described, made available or provided on the Websites may not be available in all regions of Canada, or

to persons who are residents of jurisdictions outside of Canada. The Company's products and services are only available in jurisdictions where they may be legally provided.

You may not be eligible for all products and services and the Company reserves the right to determine such eligibility as permitted by law. Where noted, certain products or services may be subject to specific terms, conditions, representations or agreements. In the event that the Terms of Use are inconsistent with the terms of any agreement that you may have with the Company with respect to the provision of a product or service, the terms of that agreement will govern.

Insurance Products and Coverages

Any coverage descriptions provided on a Website are general descriptions of available coverages and are not a statement of contract. To obtain coverage you must submit an application, instruction or other request as required by the Company. All applications are subject to acceptance by the Company and to underwriting approval and may be declined by the Company in its sole discretion. Coverages and availability may vary by province, and additional minimum coverage limits may be available.

All insurance products and coverages are subject to the limitations and conditions in the applicable policy or certificate of insurance in force at the time of purchase or enrollment and applicable legislation. Product terms, conditions and exclusions not described on the Websites may apply.

For certainty, nothing stated herein or on any of the Websites shall be construed to extend, expand or modify the terms of any contract of insurance that exists or shall exist in the future.

Payment Information

We value your trust and thank you for your business. The Company employees do not request or accept customer payments, such as e-transfers that are sent directly to individual employee email addresses. Your expert broker will advise you on the proper payment process.

Use of the Website

By accessing the Websites, you warrant and represent to the Company that you are legally entitled to do so and to make use of the Information made available via the Websites.

Further, you represent, warrant and covenant that your use of the Websites shall not:

- 1. Violate any applicable local, provincial, national or international law, statute, ordinance, rule or regulation;
- 2. Interfere with or disrupt computer networks connected to the Website;
- 3. Impersonate any other person or entity, or make any misrepresentation as to your employment by or affiliation with any other person or entity;
- 4. Forge headers or in any manner manipulate identifiers in order to disguise the origin of any user information;
- 5. Upload, post, transmit, publish, or distribute any material or information for which you do not have all necessary rights and licenses;
- 6. Upload, post, transmit, publish or distribute any material which infringes, violates, breaches or otherwise contravenes the rights of any third party, including any copyright, trademark, patent, rights of privacy or publicity or any other proprietary right;
- 7. Interfere with or disrupt the use of the Website by any other user, nor threaten or in any manner harass another user;
- 8. Upload, post, transmit, publish, or distribute any material or information which contains a computer virus, or other code, files or programs intending in any manner to disrupt or interfere with the functioning of the Website, or that of other computer systems;
- 9. Use the Website in such a manner as to gain unauthorized entry or access to the computer systems of others;
- 10. Upload, post, transmit, publish or distribute any material or information that is unlawful, give rise to other liability, or otherwise violate applicable law, or which may potentially be perceived as being harmful, threatening, abusive, harassing, defamatory, libellous, vulgar, obscene, or racially, ethnically, or otherwise objectionable;

- 11. Reproduce, copy, modify, sell, store, distribute or otherwise exploit for any commercial purposes the Website, or any component thereof (including, but not limited to any materials or any Information accessible through the Website);
- 12. Use any device, software or routine to interfere or attempt to interfere with the proper working of the Website; or
- 13. Take any action that imposes an unreasonable or disproportionately large load on the Website infrastructure.

Links / software

The Company makes no representations whatsoever about any other website which you may access through the Websites. When you access an outside website, it is independent from the Company and we have no control over the content on that website. In addition, a link to an outside website does not mean that the Company endorses or accepts any responsibility for the content, or use, of such website. It is your responsibility to take precautions to ensure that whatever you select for your use is free of such items as viruses, worms, Trojan horses and other items of a destructive nature.

Links from or to websites outside this Website are meant for convenience only. The Company does not review, endorse, approve or control, and is not responsible for any websites linked from or to the Company Websites, the content of those we sites, the third parties named therein, or their products and services. Linking to any other we site is at your sole risk and the Company will not be responsible or liable for any damages in connection with such linking.

Links to websites offering downloadable software are for convenience only and the Company does not endorse any such software and is not responsible or liable for any difficulties or consequences associated with downloading the software. Use of any such downloaded software is governed by the terms of the license agreement, if any, which accompanies or is provided with such software.

Trademarks & Copyright

Certain names, words, titles, phrases, logos, icons, graphics or designs in the pages of this Website may constitute trade names, registered or unregistered trade-marks or service marks ("Trade-marks") of the Company. However, the

display of Trade-marks on pages at this Website does not imply that any license has been granted to any third party.

The Information on the Websites is for your personal use, and shall not be construed as conferring any license or intellectual property right. Except when otherwise stipulated, the Information may not otherwise be copied, displayed, distributed, downloaded, licensed, modified, published, reposted, reproduced, reused, sold, transmitted, used to create a derivative work or otherwise used for public or commercial purposes without the express written permission of the Company. Any unauthorized downloading, retransmission, or other copying or modification of trademarks and/or the contents of the Websites may be a violation of federal or other law that may apply to trademarks and/or copyrights, and such actions could subject the copier to legal action.

No warranties

The Company provides the Websites and the Information on an "as is, where is" basis and does not make any express or implied warranties, representations, or endorsements with respect to the Websites or the Information, including without limitation, warranties as to merchantability, operation, non-infringement, usefulness, completeness, accuracy, currency, reliability and fitness for a particular purpose. Further, the Company does not represent or warrant that the Websites will be available and meet your requirements, that access will be uninterrupted, that there will be no delays, difficulties in use, defects, incompatibility, failures, errors, omissions or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your computer system. You have sole responsibility for taking protection and backup of data and/or equipment and for taking reasonable and appropriate precautions to scan for computer viruses or other destructive properties.

Limitations of Liability

The Company is not responsible, and will not be liable to you or anyone else, for any damages whatsoever and howsoever caused (including direct, indirect, incidental, special, consequential, exemplary or punitive damages) arising out of or in connection with the Websites or the Information, your

ability or inability to access or use the Websites or the Information, any action or decision made by you in reliance on the Websites or the Information, any error, omission, interruption, defect, delay in operation or transmission, loss of data or otherwise arising from the Websites or the Information, or any unauthorized use or reproduction of the Websites or the Information, even if the Company has been advised of the possibility of these damages.

Privacy Statement

The Company respects your privacy and has implemented a comprehensive privacy policy available for your reference on each of the Websites (the "Privacy Statement"). Before submitting any information, please review our Privacy Statement to see how it applies to you.

Information provided by you

You agree that any information or materials that you provide to the Company through the Websites shall become the sole property of the Company, and may be used and/or disclosed by the Company in accordance with the <u>Privacy Statement</u>. By providing such information and materials, you declare and warrant that you have all necessary rights to submit such information and materials and that the information and materials do not infringe the rights of third parties.

Call recording

We understand your privacy is important to you. Calls to Western Financial Group may be recorded or monitored for quality assurance and training purposes. We may collect, use and disclose your personal information for the specified purposes set out in our Privacy Policy. By remaining on the line during a call that is being recorded, you consent to the collection, use and disclosure of your personal information for these purposes, and your consent remains valid until such time that you choose to withdraw it. For information about our Privacy Policy and practices, please visit our website at westernfinancialgroup.ca or call the toll free number at 1-844-241-0226.

Electronic Communication via the Internet

The Company will use reasonable means to protect the security and confidentiality of electronic information sent and received. However, because of the risks associated with electronically transmitting personal information,

Western cannot guarantee the privacy and security of any electronic communication to or from this site via e-mail or web interface. Use of email or web interface to discuss sensitive information can increase the risk of such information being disclosed to third parties. While all reasonable steps are taken to ensure the privacy and security of information transmitted electronically and to preserve the confidentiality thereof, the Company accepts no liability or responsibility whatsoever with respect to information sent or received electronically that is incorrect, incomplete, intercepted, corrupted, lost, destroyed, does not reach its intended destination, or contains harmful viruses. You should not communicate with the Company via email or web interface without understanding and accepting these risks. In addition, any request for a change to an existing insurance policy or policy documents that is emailed or sent electronically to the Company will not be effective until the Company acknowledges receipt of such request.

Contests

From time to time, we may make contests available to users of the Websites and others. All contests are governed by these Terms and Use and the applicable contest rules. By participating in a contest through the Company Websites, you signify your agreement and acceptance of these Terms of Use and the applicable contest rules.

Jurisdiction

These Terms of Use are governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein, without regard to the conflicts of laws provisions thereof, and each party attorns to the jurisdiction of the courts therein.

Severability

These Terms of Use shall be deemed severable. In the event that any provision of these Terms of Use is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by application law, and such determination shall not affect the validity and enforceability of any other remaining provisions.