

(Version 1 posted and last modified on September 17<sup>th</sup>, 2020)

Welcome to The Co-operators Insight Hub website (“**Website**”)! Your use of the Website is subject to these terms of use (“**TOU**”). In the TOU, any of the terms “we”, “our”, “us” or “The Co-operators” refer to the Co-operators General Insurance Company. The term “you” refers to you, the individual that agrees to these terms and conditions. The TOU are a legal and binding agreement between you and us. By using this Website, you acknowledge that you have read, understand and agree to be bound by the TOU. If you do not agree with the TOU, please do not use this Website.

We reserve the right to modify the TOU from time to time. If there are any changes to the TOU that materially affect your relationship with us, we will post a message to your account notifying you of the changes. Your use of the Website following the message being posted constitutes acceptance of those changes.

### **PART ONE: PRIVACY STATEMENT AND PERSONAL INFORMATION CONSENT**

Part One of the TOU sets out our privacy statement (the “**Privacy Statement**”) which describes how we collect, use and disclose your personal information on the Website. In addition to the Privacy Statement, the collection, use and disclosure of your information by The Co-operators is governed by our [privacy policy](#). However, the TOU (including the Privacy Statement) is specific to the Website, and should there be any conflict between the TOU (including the Privacy Statement) and our general privacy policy, the terms of the TOU (including the Privacy Statement) shall prevail.

#### **1. What Information is Collected and How it is Used**

The following describes the personally-identifiable information (information that identifies an individual, or that can be used in conjunction with other information to identify an individual) (collectively, “**Personal Information**”) that is collected from you when you use the Website and further describes how we will use such Personal Information.

- **Account Information.** We collect your name and email address to create your account on the Website (collectively, “**Your Data**”). Account Information is used by us to (i) manage your account, (ii) verify your account log-in credentials, (iii) deliver information about your account and (iv) to the extent that you have opted-in in compliance with applicable laws, to provide you with news and information regarding our products, services and activities.
- **Responses, Comments and Feedback.** We collect your responses, comments, ideas, suggestions and feedback that you provide as part of your participation in the forums, surveys, discussion groups and other engagement activities and exercises that form part of the Website (collectively, “**Your Feedback**”). This includes any responses, comments, ideas, suggestions or feedback in any format, including written, audio and video. Your Feedback is used by us to provide insight and inform our decisions about the current and future features and design of our products, services, software, brand and tools, including online services and the Co-operators

App. It may also be used to inform our decisions about improvement or changes we may make to the Website.

## **2. Security of Your Data and Your Feedback**

The Co-operators takes your privacy very seriously, and we follow standard industry practices (physical, electronic and procedural) to protect Your Data and Your Feedback. We have taken steps to ensure that the only personnel who are granted access to your Personal Information are those with a business 'need-to-know' or whose duties reasonably require such information. The Co-operators uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Website, and these third parties have been selected for their high standards of security, both electronic and physical. For example, Amazon Web Services provides the underlying data storage services and some of the infrastructure necessary to operate the Website.

We will use, disclose or retain your Personal Information only for as long as necessary to fulfill the purposes for which that Personal Information was collected and as permitted or required by law.

## **3. Gathering of Information for Statistical, Analytical, Monitoring and Security Purposes**

The Co-operators automatically collects certain anonymous information using third party analytics programs and services such as Google Analytics to help us understand how our users use the Website (collectively, the "**Analytic Data**"). Analytics Data does not identify you personally. For example, each time you visit the Website, we automatically collect your IP address, browser and computer type, access times, the web page from which you came, and the web page(s) you access (as applicable). We use Analytic Data to better understand your needs and the needs of the Website users in the aggregate. We also use Analytic Data to keep track of the number of visits to the Website, the specific pages on the Website that are visited, to identify and remedy bugs and to identify and develop improvements. Finally, Analytic Data may be used to detect, investigate and prevent fraud and violations of the TOU. Analytics Data may be transferred to the third-party analytics program and service providers so that they can provide us with the relevant features of their programs and services.

## **4. Cookies and Related Tracking Technologies**

The Co-operators uses "cookies" on the Website. Cookies are small text files placed in the memory of your computer or device when you visit a website, to track use and improve your user experience. The Website uses "session cookies", which improve your user experience by storing certain information from your current visit on your computer or device.

Some of the cookies on the Website are provided by the third parties to facilitate the functions on the Website performed by those third parties. Specifically, the Website uses cookies to perform the following functions:

- to facilitate your signing-in to your account on the Website;
- to provide general internal and user analytics; and
- to conduct research to improve the content of the Website.

Your browser or device can be set to refuse cookies or delete them after they have been stored. Please refer to your browser or device's help function for instructions. Please note that deleting or refusing these cookies may reduce your user experience by requiring you to re-enter certain information. Furthermore, as we use authentication cookies, deleting those cookies may prevent certain functions from working at all. You acknowledge that certain (or all) functions may not operate after you refuse or delete cookies, and that it may affect your use of the Website.

The Co-operators and its shareholder, officers, directors, employees, agents, partners, principals, representatives, successors and assigns and those of any of its affiliates (collectively, the "**Representatives**") shall not be held responsible for any function that does not operate or that operates with reduced functionality as a result of your refusal to accept cookies or your deletion of cookies, or any losses or damages (pecuniary or otherwise) arising as a result of a function not operating or having reduced functionality as a result of your refusal to accept cookies or your deletion of cookies.

## **5. Disclosure of Your Data and Your Feedback to Third Parties**

Except as provided elsewhere in the TOU, The Co-operators does not disclose, sell, rent, trade or license Your Data or Your Feedback to third parties. Only the authorised employees, representatives, subcontractors, officers and agents of The Co-operators who are responsible for the management and development of the Website have access to Your Data and Your Feedback.

We may share any information we have collected about you or that you have submitted (whether Personal Information or not): (1) in response to subpoenas, court orders, or legal processes; or to establish, protect, or exercise our legal rights or defend against legal claims or demands; (2) if we believe it is necessary to investigate, prevent, or take action regarding illegal activities, fraud, or situations involving potential threats to the safety of any person, or any violation of the TOU; (3) if we believe it is necessary to investigate, prevent, or take action regarding situations that involve abuse of the Website infrastructure or the internet in general (including but not limited to voluminous spamming, denial of service attacks, or attempts to compromise the security of the Website); or (4) with affiliates of The Co-operators. If The Co-operators merges with another entity, is subject to a corporate reorganization, or sells or transfers all or part of its assets relating to the Website, we will require the succeeding entity to assume our obligations under the TOU. The digital platform that supports the Website is owned by a third party, Vision Critical Inc. ("**Vision Critical**"). Vision Critical uses Your Data, Your Feedback and the Analytics Data to operate the digital platform which supports the Website. In turn, Vision Critical uses certain third-party service providers (collectively "**Third-Party Providers**") to supplement the operation of the Website. Your Data and Your Feedback are transferred from Vision Critical to these Third-Party Providers, but only to the extent required for the Website to function properly. In addition to the foregoing, Vision Critical may irrevocably anonymize Your Data and Your Feedback (in such a way that it can not be used to identify you, whether on its own or in combination with other information) and then use such anonymized information for the purposes of maintaining and improving its technology.

## **6. Risks Associated with the Internet and Wireless Data Transmission**

Despite our best efforts to ensure that third parties will not access or obtain Your Data or Your Feedback through your use of the Website, complete confidentiality and security cannot be guaranteed when transmitting data over the internet or via wireless digital technology of any type. Communication via the internet or wireless technology is subject to interception, loss, or alteration. You acknowledge and agree that The Co-operators is not responsible for damages resulting from the transmission of

confidential information (including but not limited to Your Data and Your Feedback) over the internet or other wireless technology, and that such transmissions are at your own risk.

## **7. Minors**

The Website is not intended for individuals that are under the age of eighteen (18).

## **8. Transfer of Information Outside of Canada**

Your Data and Your Feedback may be stored and processed in Canada or the United States, and by using the Website or otherwise submitting information (including Personal Information) to The Co-operators, you consent to the storage and processing of information in such countries. While Your Data and Your Feedback is located in the United States, it is subject to the laws of the United States, and may be subject to disclosure to the governments, courts, law enforcement or regulatory agencies pursuant to the laws of the United States.

## **9. Accessing and Updating Your Personal Information**

We will take steps to ensure that your Personal Information is kept as accurate and complete as reasonably necessary. However, you are responsible for providing us with updates to your Personal Information, when required.

You may make a written request to review any Personal Information about you that we have collected, used or disclosed, and we will provide you with any such Personal Information to the extent required by law. You may also challenge the accuracy or completeness of your Personal Information in our records. If you successfully demonstrate that your Personal Information in our records is inaccurate or incomplete, we will amend the Personal Information as required.

We may require that you provide appropriate identification to fulfill your request to access or correct your Personal Information. Any such identifying information will be used only for this purpose.

## **10. Questions?**

If you have any questions about this Privacy Statement or if you wish to inquire about or access your Personal Information, please contact The Co-operators Privacy Office, 130 Macdonell Street, Guelph, ON, N1H 6P8, 1-888-887-7773

## **PART TWO: WEBSITE TERMS AND CONDITIONS**

### **1. General Code of Conduct for Use of the Website**

The following general code of conduct shall apply to your use of the Website:

- You will not use the Website in any manner that violates the TOU;
- You will not use the Website in any manner that violates any intellectual property rights of The Co-operators or any third party;

- You will not use the Website in any manner to propagate spam, including but not limited to unsolicited advertising, bulk electronic mail or messages, and communication of links to spam or phishing websites;
- You will not use the Website in any manner to (a) propagate software viruses, Trojan horses, worms, or any other malicious or non-malicious computer code, files or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment in any form whether belonging to The Co-operators or a third party, or (b) damage or obtain unauthorized access to any system, data, or other information (whether personal information or not) of The Co-operators or any third party;
- You will not: (1) take any action that imposes or may impose (as determined by The Co-operators in its sole discretion) an unreasonable or disproportionately large load on The Co-operators' (or its Third Party Providers') infrastructures; (2) interfere or attempt to interfere with the proper functioning of the Website or any activities conducted on the Website; (3) bypass any measures The Co-operators (or its Third-Party Providers) may use to prevent or restrict access to the Website or any element thereof; (4) use manual or automated software, devices, or other processes to "scrape", "crawl" or "spider" any page or services of the Website; or (5) harvest or scrape any content from the Website;
- You will not engage in conduct which, in the opinion of The Co-operators in its sole and absolute discretion, restricts or inhibits any other person from using or enjoying the Website;
- You will not post on the Website or transmit any unlawful or otherwise objectionable material of any kind; and
- You will use the Website in good faith, and in compliance with all applicable local, provincial, federal, and international laws.

## **2. Accounts**

To use the Website, you are required to create an account. As part of the account registration, you will be asked to choose a password. It is your responsibility to create a password of sufficient strength that cannot easily be discovered by third parties, and that conforms to any password requirements that may be displayed during the registration process.

It is strongly suggested that you log out of your account at the end of every session, and not leave a logged-in account unattended for any period of time. You will be responsible for any losses or damages, direct or indirect, pecuniary or non-pecuniary, resulting from your failure to log out at the end of the session, an unattended logged-in session, or a third party using the Website with your account information and accessing your account through any means.

The Co-operators and their Representatives will not be held liable for any losses or damages, direct or indirect, pecuniary or non-pecuniary, resulting from your failure to log out at the end of the session, an unattended logged-in session, or a third party using the Website with your account information and accessing your account through any means, and disclaims any responsibility in this regard.

The Co-operators reserves the right to terminate your account, at its sole discretion, at any time and for any reason.

### 3. Proprietary Rights

You acknowledge that: (i) the Website contains proprietary and confidential information that is protected by applicable intellectual property and other laws, and (ii) The Co-operators own all right, title and interest in and to the Website and content that may be presented or accessed through the Website, including without limitation all Intellectual Property Rights therein and thereto. All rights not specifically granted under the TOU are reserved to The Co-operators and their respective licensors.

For the purposes of the TOU, “**Intellectual Property Rights**” means any and all rights existing from time to time under patent law, copyright law, industrial design law, trade secret law, trademark law, unfair competition law, and any other applicable law, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.

You agree that you will not, and will not allow any third party, to (i) copy, sell, license, distribute, transfer, republish, upload, post, transmit, modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from, the Website, or content that may be presented or accessed through the Website for any purpose; (ii) take any action to circumvent or defeat the security measures deployed or enforced with respect to the Website; or (iii) remove, obscure, or alter The Co-operators' or any third party's copyright notices, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Website.

The content, arrangement and layout of the Website, including but not limited to the trademarks, photos, logos, videos, audio, images, text (in the form of plain text, HTML, or PDFs) and computer code are proprietary to The Co-operators, either owned or under license, and may not be copied, imitated, reproduced, displayed, distributed, transmitted, decompiled or otherwise used without the express permission of The Co-operators. Any unauthorized use of the content, arrangement or layout of the Website, computer code, images, logos, videos, audio or trademarks found in the Website or any derivative works thereof may violate civil or criminal laws, including but not limited to intellectual property laws, and The Co-operators may take action accordingly.

The above paragraph further applies to third party property used as part of the Website, including but not limited to third party computer code. For the purposes of the present section, “**computer code**” includes source code, object code, frameworks, CSS or JavaScript files, templates, modules, or any similar files, and related documentation.

The Co-operators shall own all right, title, and interest in and to Your Feedback and will be entitled to use Your Feedback without restriction. This includes the right of The Co-operators to use and incorporate Your Feedback in its products and services. You hereby irrevocably assign all right, title and interest in and to Your Feedback to The Co-operators and waive in favour of The Co-operators and their successors and assigns all your moral rights in Your Feedback and agree to provide The Co-operators such assistance as The Co-operators may require to document, perfect, and maintain The Co-operators' rights to Your Feedback. You acknowledge and agree that, by providing any Feedback to The Co-operators, you are not entitled to any compensation or reimbursement of any kind from The Co-operators under any circumstances.

The Co-operators is a trademark of The Co-operators Group Limited. Any other trademarks, product names, company names or logos presented through the Website are the property of their respective owners. Reference to any third-party products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by The Co-operators.

#### **4. Interruption of Service**

From time to time, the Website may be unavailable for brief periods of time due to maintenance or the need to make modifications to the Website. While we will endeavour to make this unavailability as brief as possible, The Co-operators shall not be held liable for any losses or damages, direct or indirect, pecuniary or non-pecuniary, resulting from the interruption of the normal functioning of the Website, and disclaims any responsibility therefor.

#### **5. Termination of the Website, Your Access to the Website, and the TOU**

- You agree that The Co-operators, in its sole discretion, with or without cause, has the right (but not the obligation) to block your IP address, revoke your account credentials, or otherwise terminate your access to or use of the Website (or any portion thereof), immediately and without notice, for any reason, including, without limitation, if The Co-operators believes that you have acted inconsistently with the letter or spirit of the TOU.
- The Co-operators may also, in its sole discretion and at any time, discontinue providing the Website, or any part thereof, with or without notice. You agree that The Co-operators shall not be liable to you or any third party for any losses or damages, direct or indirect, pecuniary or nonpecuniary, resulting from the discontinuation of the provision of the Website, or any portion thereof.
- Termination of the Website or your access to the Website shall terminate the TOU as between you and The Co-operators provided that all provisions of the TOU which by their nature should survive termination of the TOU shall survive termination, including without limitation, intellectual property provisions, disclaimers, indemnity and limitations of liability.

#### **6. External Links**

From time to time The Co-operators may provide links to third party websites or services via the Website (the “**Third-Party Resources**”). Accessing such Third-Party Resources is solely at your own risk, and your access and use of such Third-Party Resources shall be governed by the terms and conditions applicable to such Third-Party Resources, and not by these TOU. The Co-operators provides these links to Third-Party Resources as a convenience to you and The Co-operators shall not be responsible for the consequences of your use of Third-Party Resources. We encourage you to review the terms of use and privacy policy applicable to each Third-Party Resource that you visit. The Co-operators does not make any claim or warranty whatsoever about the content of Third-Party Resources to which we link, or any products or services available through Third-Party Resources (whether for free or for purchase) or the third parties operating those Third-Party Resources.

In no way will The Co-operators or its Representatives be held responsible for any damages, direct or indirect, pecuniary or non-pecuniary: (1) for your use of Third-Party Resources that may be linked to from the Website or the information thereon; (2) for any virus, Trojan horse, worm or other malicious software or code that you receive as a result of your use of Third-Party Resources; (3) caused by or in connection with, the use of, or reliance on, any content, products or services (whether free or for purchase) available on or through any linked-to Third-Party Resource; or (4) for the actions of the operators of any such Third-Party Resource.

## **7. Disclaimer of Warranties**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE WEBSITE, THE INFORMATION THEREON (WHETHER PROVIDED BY THE CO-OPERATORS OR THIRD PARTIES) OR ANY ACTIVITY ARISING FROM YOUR USE OF THE WEBSITE OR THE INFORMATION THEREON OR THE MATERIALS DOWNLOADED THEREFROM IS AT YOUR SOLE RISK. THE WEBSITE, ANY MATERIALS DOWNLOADED THEREFROM, AND ANY THIRD PARTY MATERIALS, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, OR DEVICE OR LOSS OF DATA THAT RESULTS FROM DOWNLOADING, STREAMING OR ACCESSING OF ANY MATERIAL OBTAINED THROUGH THE USE OF THE WEBSITE OR ANY OTHER FUNCTIONALITIES OF THE WEBSITE OR LOSSES OR DAMAGES (FINANCIAL OR OTHERWISE) RESULTING FROM (I) YOUR USE OF THE WEBSITE, THE INFORMATION THEREON, ANY MATERIALS DOWNLOADED THEREFROM, OR (II) ANY ACTIVITY ARISING FROM THE USE OF THE WEBSITE, THE INFORMATION THEREON OR ANY MATERIALS DOWNLOADED THEREFROM.

THE INFORMATION OR RESOURCES PROVIDED THROUGH THE WEBSITE, WRITTEN OR PRODUCED BY OR ON BEHALF OF THE CO-OPERATORS ARE KNOWN TO BE AS ACCURATE AS POSSIBLE AT THE TIME OF WRITING OR PRODUCTION, AND EVERY EFFORT HAS BEEN MADE TO ENSURE THAT THE INFORMATION PROVIDED THROUGH THE WEBSITE IS AS ACCURATE AND UP-TO-DATE AS POSSIBLE. HOWEVER, CERTAIN INFORMATION MAY CHANGE, AND ERRORS OR OMISSIONS MAY OCCUR, AND THE CO-OPERATORS SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, FINANCIAL OR OTHERWISE, RESULTING FROM CHANGES OR ERRORS IN INFORMATION, OR ANY OMISSION, ON THE WEBSITE.

THE CO-OPERATORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO: WARRANTIES OF TITLE AND NON-INFRINGEMENT; WARRANTIES THAT THE WEBSITE, THE INFORMATION THEREON OR ANY MATERIALS DOWNLOADED THEREFROM, AND ANY THIRD PARTY MATERIALS WILL BE UNINTERRUPTED, ERROR-FREE, ACCURATE, RELIABLE AND FREE FROM VIRUS AND OTHER HARMFUL COMPONENTS; AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE CO-OPERATORS AND ITS REPRESENTATIVES DO NOT WARRANT THAT: (I) THE WEBSITE WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS OR OMISSIONS WILL BE CORRECTED; (III) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE WEBSITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (IV) THE RESULTS OF USING THE WEBSITE OR ANY CONTENT DOWNLOADED THEREFROM WILL MEET YOUR REQUIREMENTS.

SOME OF THE CONTENT DISPLAYED ON THE WEBSITE MAY INCLUDE MATERIALS (INCLUDING WITH RESPECT TO PRODUCTS OR SERVICES) THAT BELONG TO OR ARE PROVIDED BY THIRD PARTIES. YOU ACKNOWLEDGE THAT WE ASSUME NO RESPONSIBILITY FOR SUCH CONTENT, PRODUCTS AND/OR SERVICES.



TO THE EXTENT THAT THE LAW DOES NOT PERMIT A DISCLAIMER OF WARRANTIES, ALL CONTENT ACCESSIBLE ON THE WEBSITE, OR ANY OTHER WEBSITE TO WHICH WE LINK, AND ALL OPERATIONS ON THE WEBSITE ARE WARRANTED ONLY TO THE MINIMUM AMOUNT LEGALLY REQUIRED.

## **8. Limitation of Liability**

THE CO-OPERATORS AND ITS REPRESENTATIVES SHALL NOT BE LIABLE, AND ASSUME NO RESPONSIBILITY, FOR ANY LOSS OR DAMAGES ARISING FROM OR RELATING TO THE INFORMATION ON THE WEBSITE OR DOWNLOADED THEREFROM, THE USE OF THE WEBSITE, ACTIVITIES ARISING FROM YOUR USE OF THE WEBSITE, OR ANY THIRD-PARTY MATERIALS ON THE WEBSITE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE CO-OPERATORS OR ITS REPRESENTATIVES: (I) BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, EXTRAORDINARY, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFITS, LOST OR DAMAGED DATA, LOSS OF USE, BUSINESS INTERRUPTION OR ANY OTHER PECUNIARY LOSS), ARISING OUT OF OR RELATING TO THE WEBSITE OR YOUR USE, MISUSE OR INABILITY TO USE THE WEBSITE, EVEN IF THE CO-OPERATORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR UNDER ANY OTHER LEGAL OR EQUITABLE THEORY.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY OR MAY NOT APPLY TO YOU.

## **9. Indemnity**

Notwithstanding any other term of the TOU or any act or failure to act by The Co-operators or its Representatives, you agree to indemnify, defend and hold harmless The Co-operators, its affiliates and its Representatives from and against any damages, liabilities, costs and expenses (including legal and accounting fees), claims or demands, arising out of (i) your use of or connection to the Website or the information thereon or information downloaded therefrom; (ii) your participation in any activities arising from the Website or the information thereon or information downloaded therefrom; (iii) your violation of, or failure to perform your obligations under the TOU; or (iv) your violation of any rights of a third party.

## **10. Governing Laws and Jurisdiction**

The TOU shall be governed by and construed in accordance with the laws of the Province of Ontario, and the laws of Canada applicable therein, excluding any rules of private international law or the conflict of laws which would lead to the application of any other laws. Regardless of where you access the Website, you agree that any action at law or in equity arising out of or relating to the TOU or your use of the Website shall be filed and adjudicated only in the Superior Court of the Province of Ontario, and any appellate courts therefrom, and you hereby irrevocably and unconditionally consent and attorn to the exclusive jurisdiction and venue of such court over any suit, action or proceeding arising out of the TOU or your use of the Website. Notwithstanding the foregoing, The Co-operators shall have the right to bring action against you in courts of competent jurisdiction in the jurisdiction in which you reside or are located: (i) to seek injunctive relief against you; (ii) to obtain a judgment against you where a judgment

by the Ontario court may, or may not be, enforced by the jurisdiction in which you reside or are located; or (iii) to enforce a judgment obtained against you in the Ontario court.

## **11. Miscellaneous Provisions**

The TOU and our general [privacy policy](#) constitute the entire agreement between you and The Co-operators with respect to your use of the Website, superseding any prior agreements between you and The Co-operators.

The Co-operators and its Representatives shall not be liable for any failure to perform their obligations under the TOU where such failure results from any cause beyond The Co-operators' reasonable control, including, but not limited to, mechanical, electronic or communications failure or degradation.

If any provision of the TOU or our general [privacy policy](#) is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOU or our general [privacy policy](#), as the case may be, shall remain in full force and effect.

The failure of The Co-operators to enforce any provision of the TOU shall not be deemed a waiver of such provision nor of the right to enforce such provision.

The section titles in the TOU are for convenience of reference only and shall have no legal or contractual effect.

## **12. Questions?**

If you have any concerns, questions or complaints regarding these TOU, please contact Marketing Surveys at 130 Macdonell Street, Guelph, ON, N1H 6P8, [Marketing\\_Survey@cooperators.ca](mailto:Marketing_Survey@cooperators.ca).

If your concern remain unresolved, you may contact the Ombuds Office at 130 Macdonell Street, Guelph, ON, N1H 6P8, 1 877 720 6733, [ombuds@cooperators.ca](mailto:ombuds@cooperators.ca).