

Please read the terms and conditions below carefully. Your access to this web site is subject to these terms and conditions. By accessing and using this web site, you accept and agree to be bound by, and comply with such terms and conditions. If you do not agree with these terms and conditions, please do not access or use this web site.

### **Copyright and Trademarks**

You acknowledge that any and all information, content, reports, data, databases, graphics, interfaces, web pages, text, files, software, product names, company names, trade-marks, logos and trade names contained on this web site (collectively the "Content") including the manner in which the Content is presented or appears and all information relating thereto, are the property of their respective owners as indicated, Peace Hills Insurance or its licensors, as the case may be. The information and trade-marks on this website are protected by the copyright and trade-mark laws of Canada and other countries.

### **Permitted Use**

You may download or print a hard copy of the Content from this web site for your personal use or the use of your Peace Hills Insurance client, but any reproduction or copying of such Content for commercial purposes without the express written permission of Peace Hills Insurance is prohibited.

### **Restrictions On Use**

You agree that you will not create derivative works of, reverse engineer, decompile, disassemble, adapt, translate, sell, sub-license, rent, lease, host, publish, make available to any person or otherwise use, either directly or indirectly, the Content in whole or in part, in any form or by any means whatsoever, be they physical, electronic or otherwise.

### **Limitations on Liability and Disclaimers**

Peace Hills Insurance does not guarantee that information sent by e-mail over the Internet will be maintained confidential and secure. The use of this web site and the Content is at your own risk and Peace Hills Insurance assumes no liability or responsibility pertaining to the Content or your use of the web site.

This web site and its Content are not to be construed as a form of promotion or an offer to sell any product or service. This web site may contain links to other sites. Peace Hills Insurance does not assume responsibility for the accuracy or appropriateness of the information, data, opinions, advice, or statements contained at such sites, and when you access such sites, you are doing so at your own risk. In providing links to the other sites, Peace Hills Insurance is in no way acting as a publisher or disseminator of the material contained on those other sites and does not seek to monitor or control such sites. A link to another site should not be construed to mean that Peace Hills Insurance is affiliated or associated with same. Peace Hills Insurance does not recommend or endorse any of the Content, including without limitation any hyper-links to or Content found, on other web sites. The mention of another party or its product or service on this web site should not be construed as an endorsement of that party or its product or service.

You are solely responsible for the retrieval and use of the Content. You should apply

your own judgment in making any use of any Content, including, without limitation, the use of the information as the basis for any conclusion.

The Content may not be accurate, up to date or complete, and is not to be relied upon.

The Content is provided for informational purposes only and should not be interpreted as a recommendation for any specific product or service, use or course of action. The Content on this web site is not intended to be used as a substitute of any kind for professional advice. In all cases, Peace Hills Insurance products and services are governed by the terms, conditions and exclusions of the actual policy. It is your duty to obtain professional advice to meet your insurance needs. You should not act or rely on any of the Content without seeking advice of a qualified professional. Peace Hills Insurance products and services referred to in this web site are available only in Canada, in jurisdictions where they may be legally offered. Not all Peace Hills Insurance products and services are necessarily available throughout Canada.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THIS WEB SITE AND ALL CONTENT, PRODUCTS, SERVICES AND SOFTWARE ON THIS WEB SITE, OR MADE AVAILABLE THROUGH THIS WEB SITE, ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATIONS, WARRANTIES, GUARANTEES OR CONDITIONS, OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES AS TO UNINTERRUPTED OR ERROR FREE OPERATION, AVAILABILITY, ACCURACY, COMPLETENESS, CURRENCY, RELIABILITY, TIMELINESS, LEGALITY, SUITABILITY, PRIVACY, SECURITY, MERCHANTABILITY, QUALITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OR THOSE ARISING OUT OF A COURSE OF DEALING OR USAGE OF TRADE.

IN NO EVENT WILL PEACE HILLS INSURANCE, ITS AFFILIATES, AGENTS, LICENSORS, SUPPLIERS, OR THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS OR EMPLOYEES BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, HOWSOEVER CAUSED, INCLUDING BUT NOT LIMITED TO: DAMAGES FOR LOSS OF USE, LOST PROFITS OR LOST SAVINGS, EVEN IF PEACE HILLS INSURANCE OR ANY OF ITS LAWFUL AGENTS OR EMPLOYEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM.

IN NO EVENT WILL PEACE HILLS INSURANCE, ITS AFFILIATES, AGENTS, LICENSORS, SUPPLIERS, OR THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS OR EMPLOYEES, BE LIABLE FOR DAMAGES OR LOSSES RESULTING FROM: VIRUSES, DATA CORRUPTION, FAILED MESSAGES, TRANSMISSION ERRORS OR PROBLEMS; LOSS OF USE OR LACK OF AVAILABILITY OF FACILITIES INCLUDING COMPUTER RESOURCES; LINKS TO THIRD-PARTY WEB SITES; THIRD-PARTY CONTENT, PRODUCTS OR SERVICES; DAMAGES OR LOSSES CAUSED BY YOU, OR YOUR RESPECTIVE EMPLOYEES, AGENTS OR SUBCONTRACTORS; THE USE OR INABILITY TO USE THIS WEB SITE OR THE CONTENT; ANY OTHER WEB SITE ACCESSED TO OR FROM THIS WEB SITE; OR EVENTS BEYOND THE REASONABLE CONTROL OF PEACE HILLS INSURANCE, EVEN IF PEACE HILLS INSURANCE OR ANY OF ITS LAWFUL AGENTS, OR EMPLOYEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM.

Peace Hills Insurance assumes no obligation to update the Content on this web site. Peace Hills Insurance reserves the right at any time without notice to revise the Content, including these terms and conditions of use. Such revised terms and

conditions will be posted on this web site and will apply to your future access and use of this web site. You agree to review these terms and conditions regularly.

### **Governing Law**

This web site and the Content (excluding linked web sites or content) are administered within the Province of Alberta, Canada. This web site and its Content are intended to be read by Canadian residents only. If you choose to access this web site from outside of Canada, you do so of your own initiative and will be responsible for compliance with applicable local, national or international laws. This Agreement will be governed by the laws of the Province of Alberta and the federal laws of Canada and shall be treated in all respects as an Alberta contract, without reference to the principles of conflicts of law. In the event of a dispute, you agree to submit to the non-exclusive jurisdiction of the Province of Alberta courts.

### **Entire Agreement**

These terms and conditions and any and all legal notices on this web site constitute the entire agreement between you and Peace Hills Insurance with respect to the use of this web site and the Content. No supplement, modification or amendment to this Agreement and no waiver of any provision of this Agreement shall be binding on Peace Hills Insurance unless executed by Peace Hills Insurance in writing. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

### **Severability**

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall otherwise be enforced to the maximum extent permitted by law, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.