

The Canadian Life Insurance Standards Association (CLIEDIS)

CLIEDIS CAIR TERMS OF USE

Please read the following carefully.

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These Terms of Use or any other policies or guidelines governing our Services are subject to change by CLIEDIS at any time in our sole discretion. Any changes will be effective upon the posting of the revisions on our Site. Your use of our Services will be subject to the most current version of the Terms of Use posted on our Site at the time of such use. Your continued use of our Services after such changes are implemented constitutes your acknowledgment and acceptance of the changes. Please consult these Terms of Use regularly. IF YOU DO NOT AGREE TO ANY CHANGES TO THESE TERMS OF USE, PLEASE IMMEDIATELY DISCONTINUE YOUR USE OF OUR SERVICES.

1. **Your Registration Obligations**

In order to use the Site, you will be asked to provide certain registration details, such as your CLIEDIS membership details, or other information. In addition, you will be required to choose a password and provide other registration information, including, but not limited to, personal information (collectively, “**Registration Information**”). You agree and represent that all Registration Information provided by you is accurate and up-to-date. If any of your Registration Information changes, you must update it by sending the corrected Registration Information to us at info@cliedis.ca or by using the appropriate update mechanism on our Site, if available. If CLIEDIS believes that the Registration Information that you provide is not correct, current, or complete, CLIEDIS reserves the right to refuse you access to its Services. However, CLIEDIS has no obligation to verify the accuracy, currency completeness or usefulness of any Registration Information that you have provided to us.

You understand that the Site is only accessible to CLIEDIS members or persons that have been granted permission from CLIEDIS to access the Site. When your company applies to be a CLIEDIS member, you can [register](#) on the Site. If your company is not a CLIEDIS member, you will not have access to the Site, unless you have been granted permission from CLIEDIS. Your company may apply for membership with CLIEDIS upon completion of the [Application Form](#) located at and payment of annual membership dues.

You must be at least eighteen (18) years old to use our Services. Your use of the Services is a representation to CLIEDIS that you are at least eighteen (18) years of age. You agree to cooperate with CLIEDIS’ reasonable measures to verify your identity and authority in connection with your use of the Services.

If you are accessing our Services on behalf of a body corporate (which includes a company or other organization with legal personality wherever or however incorporated), a partnership, a trust, a joint venture or an incorporated association or organization (the “**Company**”), by accessing our Services, that Company accepts these terms and you warrant that you are authorized to accept these terms on behalf of such Company.

2. User ID/Password

When you register on the Site, you will be solely responsible for maintaining the confidentiality of any password, login e-mail address and similar information. You may not authorize others to use your password, login e-mail address or similar information. You are solely responsible for all usage or activity on your account including, but not limited to, use of the account by any person who uses your Registration Information, with or without authorization, or who has access to any computer on which your account resides or is accessible.

If you have reason to believe that your account is no longer secure (for example, following a loss, theft or unauthorized disclosure or use of your Registration Information), you must promptly change the affected Registration Information by using the appropriate update mechanism on the Site, if available, or notify us as described in our [Privacy Policy](#). CLIEDIS will not be responsible for the unauthorized use of your profile by any other person.

If CLIEDIS cancels your account for any reason, such as your account not being used for over a year, you can reregister with CLIEDIS without CLIEDIS’ prior written consent. CLIEDIS has the right, in its sole discretion, to cancel your account and use of the Site without notice to you.

3. Restrictions On Use

You may use our Services for your own internal business as expressly permitted by these Terms of Use. You may not use our Services for any other purpose, including any commercial purpose, without CLIEDIS’ express prior written consent. For example, you may not and may not authorize any other party to: (i) co-brand our Services; and (ii) frame this Site, without the express prior written permission of an authorized representative of CLIEDIS. For purposes of these Terms of Use, “co-branding” means to display any name, logo, trade-mark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute our Services or which may confuse a user as the nature of the relationship between any party and CLIEDIS. You agree to cease and desist causing any unauthorized co-branding and framing upon notice from CLIEDIS and at all times you will cooperate with CLIEDIS following CLIEDIS’ discovery of any such illegal activity.

4. Proprietary Information

(a) Other than as described in the paragraphs below, the entire contents of the Site, including without limitation, all text, information, designs, graphics, images, illustrations, photographs, video, audio, software, code, data, displays, the Site’s “look and feel”, logos, slogans, trade-marks, trade names, service marks, domain names, and the design, selection, arrangement and presentation of the Site as a collective work and/or compilation is protected under Canadian copyright, trademark, competition and other laws of Canada and other nations, and is owned by CLIEDIS or has been licensed to CLIEDIS. Nothing contained in this Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trade-mark, copywrited work, logo or any other intellectual property displayed or accessible on this Site.

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(a) Our Services may also contain information or materials (“**Third Party Content**”) that is owned or provided by persons other than CLIEDIS, including the Association for Cooperative Operations Research and Development, known as ACORD (“**Third Party Providers**”). CLIEDIS makes no representations and warranties with respect to any such Third Party Content and does not undertake to conduct any independent investigation of Third Party Content. Inclusion of Third Party Content from Third Party Providers with our Services does not mean, unless expressly stated otherwise, that CLIEDIS endorses or agrees with such Third Party Content.

(b) You understand that you have no proprietary rights in the Third Party Content and that the Third Party Providers retain all proprietary right, title or interest, including copyright, in their respective Third Party Content.

(c) You may not copy, sell, license, transfer, publish, reproduce, modify, display, reverse engineer, decompile, disassemble, adapt, translate, transmit, arrange, bundle, sublicense, export, merge, loan, rent, lease, assign, share, outsource, host, distribute in any way, prepare derivative works based on, re-post, make available to any person or otherwise use, either directly or indirectly, any of the Third Party Content, in whole or in part, in any form or by any means whatsoever, be they physical, electronic or otherwise, for any public or commercial purpose, without the prior written consent of the Third Party Providers. You shall use your best efforts to stop any such copying or distribution immediately after you become aware of such use.

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Our Services may, from time to time, contain hyperlinks to other sites that are not maintained by, or related to, CLIEDIS. Hyperlinks to such sites are provided solely as a convenience to you and do not imply any endorsement by CLIEDIS of, any affiliation with or endorsement by the owner of the linked site. CLIEDIS has no control over such third party sites. CLIEDIS is not responsible for the availability of such external sites and no endorsement of any third party products or services is expressed or implied by any information, material or content referred to or included on or linked from or to our Services. Use of such third party sites, including any information, material, products and services therein, is solely at your own risk. You also understand and agree that CLIEDIS' [Privacy Policy](#) is applicable only while you are using our Services. Once you are linked to another site, you should read the privacy statement of that site before disclosing any personal information.

7. Use of our Services

(a) CLIEDIS expects that you will access and use our Services in a professional, responsible and business-like manner in accordance with applicable laws. By using our Services, you have the opportunity to engage in dialogue with CLIEDIS executive committee members, CLIEDIS staff and CLIEDIS members (collectively, the "**CLIEDIS Representatives**"), by sending emails, making telephone calls or interacting at in-person events and meetings. CLIEDIS welcomes your participation and your questions, suggestions, ideas and other information (collectively "**Information**") communicated to CLIEDIS by you so long as any such Information or interaction is not obscene, illegal, threatening, defamatory, libellous, harmful, abusive, harassing, tortuous, homophobic, sexist, vulgar, obscene, hateful or racially, ethically or otherwise objectionable, invasive of privacy, infringing of third party intellectual property or privacy rights, or is otherwise injurious to third parties.

(b) You further agree that you shall use our Services for lawful purposes only and represent and warrant that you will not use our Services to:

(i) e-mail or otherwise transmit any Information to CLIEDIS Representatives that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as insider information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

(ii) e-mail or otherwise transmit any Information to CLIEDIS Representatives that infringes, misappropriates, or otherwise violates any third party's copyright, patent, trade-mark, or other proprietary right of publicity or privacy, or encourages or enables any other party to do so;

(iii) remove any proprietary notices or labels, or any promotional or advertising material, from our Services;

(iv) post or insert on our Site or e-mail, transmit or send via the Internet any unsolicited or unauthorized advertising, branding, promotional materials, commercial solicitation, political campaigning, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation to any CLIEDIS Representatives;

(v) impersonate any person or entity or misrepresent your affiliation with any other person or entity, including without limitation, using a false email address or misleading CLIEDIS as to your identity when you are on our Site or otherwise communicating with CLIEDIS Representatives;

(vi) upload, e-mail, send via the Internet or otherwise transmit to CLIEDIS Representatives, any software viruses or any other computer code, files or programs designed to interrupt, destroy,

alter, or limit the functionality of any computer software or hardware or telecommunications equipment or that imposes an unreasonable or disproportionately large load on the Site's infrastructure or limits the functionality of any CLIEDIS or third party computer hardware, software, networks, or hardware or telecommunications equipment;

(vii) interfere or attempt to interfere with or disrupt our Services including but not limited to our servers or networks connected to our Site, including attempting to interfere with the access of any other user, host or network, including without limitation, overloading, initiating, propagating, participating, directing or attempting any "denial of service" attacks, "spamming", "crashing", "flooding" or "mail-bombing" our Site or disobeying any requirements, procedures, policies or regulations of networks connected to our Services;

(viii) direct bots, spiders, crawlers, avatars, intelligent agents or any other automated process at CLIEDIS' computer systems or otherwise, create unreasonable load upon any of CLIEDIS' computer hardware, network, storage, input/output or electronic control devices;

(ix) intentionally or unintentionally violate any applicable local, provincial, national or international law, rule or regulation applicable in connection with our Services;

(x) modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any of our Services, including but not limited to any portion of our Site; or

(xi) collect or store personal data about other users of our Services.

(c) You agree that you shall use our Services, including any Documentation, for the sole purpose of supporting electronic data exchange for the Canadian life and health insurance industry, unless otherwise expressly permitted by CLIEDIS.

8. Privacy Policy

Please click here to read and review CLIEDIS' [Privacy Policy](#), which describes CLIEDIS' privacy policies and practices in detail, as such statement may be amended from time to time by CLIEDIS. CLIEDIS advises you to check the [Privacy Policy](#) on a frequent basis for changes. You hereby consent to the use of your personal information by CLIEDIS in accordance with the terms and for the limited purposes set forth in the [Privacy Policy](#). By agreeing to these Terms of Use, you acknowledge and agree that certain information about you is subject to CLIEDIS' [Privacy Policy](#).

9. Disclaimer of Warranties/Limitation of Liability

(a) You understand that any information in our Documentation is provided for your own convenience. You acknowledge that you must evaluate and bear all risks associated with the use of our Documentation, including any reliance on the accuracy, completeness or currency of the Documentation. Any advice that we may offer through our Services is for informational purposes only and does not replace or substitute for any professional financial, legal, or other advice.

(b) You acknowledge that if you contact any CLIEDIS Representatives, you do so at your own risk. You understand that CLIEDIS bears no responsibility for any comments, advice or other information provided to you through your email interactions, phone or in-person discussions with CLIEDIS Representatives.

(c) CLIEDIS does not warrant or represent that its Site, its servers, any computers used to provide the Services, any emails sent from or to provide its Services or any files or information available for reading, streaming or downloading from the Internet, hyperlinked sites or our Site will be free of viruses, worms, malware, Trojan horses or other code that may manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to this Site for the reconstruction of any lost data. YOUR USE OF THE INTERNET IS AT YOUR OWN RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEMS OR LOSS OF DATA THAT RESULTS FROM ANY INTERNET ACCESS OR OUR SERVICES.

(d) YOUR USE OF OUR SITE, SERVICES AND DOCUMENTATION IS AT YOUR OWN RISK. OUR SITE, SERVICES AND DOCUMENTATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT REPRESENTATIONS, WARRANTIES, GUARANTEES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. CLIEDIS EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, GUARANTEES AND CONDITIONS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT OR NON-INFRINGEMENT OR THOSE ARISING OUT A COURSE OF DEALING OR USAGE OF TRADE FOR OUR SITE, SERVICES AND DOCUMENTATION. CLIEDIS MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS REGARDING THE COMPLETENESS, ACCURACY, AVAILABILITY APPROPRIATENESS OR CURRENCY OF OUR SITE, SERVICES OR DOCUMENTATION. FOR GREATER CLARITY, CLIEDIS DOES NOT REPRESENT OR WARRANT THAT (I) OUR SITE, SERVICES OR THE DOCUMENTATION WILL BE UNINTERRUPTED, FUNCTIONAL, RELIABLE, ACCURATE, COMPLETE, CURRENT, USEFUL, TIMELY, SECURE, ERROR-FREE OR WILL MEET YOUR REQUIREMENTS IN ANY WAY; (II) ANY DEFECTS IN OUR SITE, SERVICES OR DOCUMENTATION WILL BE CORRECTED; (III) OUR SITE, SERVICES, DOCUMENTATION OR ANY INFORMATION PROVIDED BY CLIEDIS REPRESENTATIVES WILL BE ACCURATE, CORRECT, RELIABLE, CURRENT, COMPLETE OR ERROR-FREE; (IV) ANY ACTIONS OR OMISSIONS RESULTING FROM THE DOCUMENTATION, ANY INFORMATION PROVIDED BY CLIEDIS REPRESENTATIVES OR OUR SERVICES WILL BE PROFITABLE OR POSITIVE; (V) WE HAVE VERIFIED OR ENDORSED ANY THIRD PARTY CONTENT; (VI) WE HAVE VERIFIED OR ENDORSED ANY NEWS THAT WE PROVIDE ON OUR SITE ABOUT THE CANADIAN LIFE AND HEALTH INSURANCE INDUSTRY, INCLUDING CURRENT UPDATES ABOUT THE PRACTICES OF OUR MEMBERS; (VII) OUR APPROVAL OF DATA FEEDS AND RELATED RECORDS WILL BE ERROR-FREE, ACCURATE, CORRECT AND COMPLETE; OR (VIII) THE QUALITY OF OUR SITE, DOCUMENTATION AND SERVICES WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS. OUR SITE, SERVICES AND DOCUMENTATION MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND CLIEDIS MAY MAKE CHANGES OR IMPROVEMENTS TO THE SITE, SERVICES AND DOCUMENTATION AT ANY TIME.

(e) IN NO EVENT SHALL CLIEDIS, ITS EXECUTIVE COMMITTEE, MEMBERS, STAFF, VOLUNTEERS, THIRD PARTY PROVIDERS, AGENTS OR ADVISORS ("**ASSOCIATED PERSONS**") BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF INCOME, LOSS OF PROFITS, LOSS OF ANTICIPATED SALES, LOSS OF OPPORTUNITIES, BUSINESS INTERRUPTION, DAMAGE TO PROPERTY, CLAIMS OF THIRD PARTIES, LOSS OF GOODWILL, DATA OR OTHER INTANGIBLE LOSSES OR OTHER ECONOMIC OR PERSONAL LOSS ARISING FROM OR IN CONNECTION WITH: (I) YOUR USE OF OR RELIANCE UPON THE SITE, THE SERVICES, THE

DOCUMENTATION OR ANY INFORMATION PROVIDED BY CLIEDIS REPRESENTATIVES; (II) YOUR USE OF OR INABILITY TO USE OUR SITE, SERVICES OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION ANY TERMINATION OR SUSPENSION OF OUR SITE OR SERVICES; (III) ANY FAILURE OF PERFORMANCE OR AVAILABILITY OF OUR SITE, SERVICES OR DOCUMENTATION, WHETHER RELATED TO ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUSES OR LINE FAILURE; (IV) ANY ACTION TAKEN BY CLIEDIS DURING OR AS A RESULT OF ANY INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER CLIEDIS OR LAW ENFORCEMENT AUTHORITIES; (V) ANY THIRD PARTY CONTENT OR HYPERLINKED SITES, INCLUDING WITHOUT LIMITATION, ANY DATA, ADVICE OR OTHER INFORMATION CONTAINED IN SUCH THIRD PARTY CONTENT OR HYPERLINKED SITES; OR (VI) ANY OTHER MATTERS RELATING TO OUR SITE, SERVICES OR DOCUMENTATION, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, FUNDAMENTAL BREACH, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, WHETHER OR NOT CLIEDIS HAD ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, THAT YOU MIGHT INCUR SUCH DAMAGES.

(f) CLIEDIS DISCLAIMS ANY AND ALL SUCH ABOVE REPRESENTATIONS, WARRANTIES AND CONDITIONS TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW. CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR CONDITIONS OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS.

10. Indemnity

You agree at all times to defend, indemnify and hold harmless CLIEDIS, its executive committee, staff, volunteers, contractors, agents, members, successors and assigns (the “**Indemnified Parties**”) from and against any claims, losses, judgements, actions, proceedings, damages, costs and expenses (including without limitation, reasonable legal and other fees and disbursements) incurred by any of the foregoing parties due to or resulting from your use or misuse of our Site, the Services, our Documentation or from your violation of these Terms of Use.

11. System Security

You are prohibited from using any services or facilities provided in connection with our Site or Services to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing tools) is strictly prohibited. CLIEDIS reserves the right to investigate suspected violations of these Terms of Use and to fully cooperate with any law enforcement authorities or court order requesting or directing CLIEDIS to disclose the identity of anyone believed to be violating these Terms of Use.

12. Applicable Law

These Terms of Use and any action related thereto or related to our Site, Services or Documentation shall be governed, controlled, interpreted and defined by and under the laws of the Province of Ontario and the federal laws of Canada applicable therein without giving effect to any principles of conflicts of laws. The United Nations Convention on the International Sale of Goods is explicitly excluded from this agreement. You agree that any action at law or in equity

arising out of or relating to these Terms of Use or your use of our Site, Services or Documentation will be filed only in a court located in Ontario, Canada, and you hereby irrevocably and unconditionally consent and submit to the non-exclusive jurisdiction of such courts for the purpose of any such action. Your use of our Site, Services and Documentation is void where prohibited by laws in jurisdictions to which you are otherwise subject, and you agree not to visit or use our Site, Services or Documentation in any such circumstances.

13. Termination

You acknowledge and agree that these Terms of Use shall remain in effect for so long as you use our Site, Services or Documentation. You agree that this agreement can only be terminated by you once you have stopped using our Site, Services or Documentation. CLIEDIS reserves the right to suspend or terminate your use of our Site, Services or Documentation and remove and discard any information or content related to you and your use of our Site, Services or Documentation at any time, for any reason, with or without cause, if CLIEDIS believes that you are violating these Terms of Use in any way. If CLIEDIS suspends or terminates your use of our Site, Services or Documentation for violating these Terms of Use, you shall not be refunded any membership dues or other amounts prepaid to use the Site, Services or Documentation. You understand that if CLIEDIS terminates your membership, you will immediately lose access to your account and the Site.

If you are dissatisfied with our Site, Services or Documentation, including these Terms of Use, your sole remedy is to discontinue using our Site, Services or Documentation by ceasing to use the Site. You acknowledge that any termination of this agreement will not discharge you of any of your obligations to pay for any outstanding membership fees or penalties owed to CLIEDIS at the time of termination.

14. Entire Agreement

These Terms of Use and any other legal notices, policies and guidelines of CLIEDIS linked to these Terms of Use constitute the entire agreement between you and CLIEDIS relating to your use of our Site, Services and Documentation and supersede any prior understandings or agreements (whether oral or written), claims, representations, and understandings of the parties regarding such subject matter and the Terms of Use may not be amended or modified except in writing or by making such amendments or modifications available on our Site.

15. No Agency; Third Party Beneficiary

CLIEDIS is not your agent, fiduciary, trustee, or other representative. Nothing expressed or mentioned in or implied from these Terms of Use is intended or will be construed to give to any person other than the parties hereto any legal or equitable right, remedy, or claim under or in respect to these Terms of Use. These Terms of Use and all of the representations, warranties, covenants, conditions, and provisions hereof are intended to be and are for the sole and exclusive benefit of you and CLIEDIS.

16. Assignment

You may not assign, convey, subcontract or delegate your rights, duties or obligations hereunder without the prior written consent of CLIEDIS.

17. Severability

If any provision of the Terms of Use 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 Terms of Use remain in full force and effect.

18. No Waiver

CLIEDIS will not be considered to have waived any of its rights or remedies described in these Terms of Use unless the waiver is in writing and signed by CLIEDIS. No delay or omission by CLIEDIS in exercising its rights or remedies will impair or be construed as a waiver. Any single or partial exercise of a right or remedy will not preclude further exercise of any other right or remedy. CLIEDIS' failure to enforce the strict performance of any provision of these Terms of Use will not constitute a waiver of CLIEDIS' right to subsequently enforce such provision or any other provisions of these Terms of Use.

19. Headings

The headings used in these Terms of Use are included for convenience only and have no legal or contractual effect and shall not affect the construction or interpretation of these Terms of Use.

20. Language

You agree that English will be the language of our Site and of all transactions occurring in connection with our Services, and you agree to waive any right to use and rely upon any other language or translations. You acknowledge that it is your express wish that these Terms of Use have been drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que tous les documents légaux qui s'y rattachent soient rédigés en anglais.

21. Last Modified

These Terms and Conditions were last modified on January 19, 2016.