



## Terms of Use

**PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE SITE. BY ACCESSING OR USING THE SITE AND ANY PAGES WITHIN, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT ACCESS OR USE THE SITE, OR ANY PAGES WITHIN.**

### **1. Terms of Use for All Information and Services on the Site**

The following terms and conditions ("Terms of Use") govern your use of the Site. By accessing, viewing, or using any material or content on the Site, you agree that you understand and intend these Terms of Use to be the legal equivalent of a signed, written legal contract between you and American Health and Life Insurance Company and/or Triton Insurance Company, and equally binding, and that you accept such Terms of Use and agree to be legally bound by them **WITHOUT LIMITATION OR QUALIFICATION.**

If you do not agree with each of the Terms of Use specified herein, you are not granted permission to use the Site and must exit the Site immediately.

"Site" means [americanhealthandlifeinsurancecompany.com](http://americanhealthandlifeinsurancecompany.com), [tritoninsurancecompany.com](http://tritoninsurancecompany.com) and/or [OneMainSolutions.com](http://OneMainSolutions.com), all pages within and any related mobile application.

The terms "we," "us," "our," or "Companies" mean and include American Health and Life Insurance Company and/or Triton Insurance Company. The term "you" refers to you as an individual person and, if you are accessing the Site as an employee or representative of any other person or entity, that person or entity.

### **2. We Are Not Responsible for Links to Content Provided by Others**

LINKS TO OTHER INTERNET WEBSITES OWNED OR OPERATED BY THIRD PARTIES ARE PROVIDED FOR YOUR CONVENIENCE AND INFORMATION ONLY. THE CONTENT IN ANY LINKED WEBSITE IS NOT UNDER OUR CONTROL AND WE ARE NOT RESPONSIBLE FOR IT.

The Site may, from time to time, contain links to other sites such as banner advertisements or hyperlinks which we do not own or control, but which we provide for your convenience. If you visit a link to another website, you do so at your own risk subject to the conditions of use set by that website. We reserve the right to terminate a link to another website at any time. The fact that we provide a link to a website does not mean we endorse, authorize or sponsor that site, or that we are affiliated with the site's owners or sponsors.

You may not link to the Site without our written permission. If you wish to link to the Site, please contact us using the Contact and Notification Information in Section 25 of these Terms of Use.

### **3. Our Proprietary Rights and Your Restricted Use**

The Site's content, including but not limited to all music, images, videos, icons, text, software, logos, expressions and ideas, is copyrighted and protected by U.S. and worldwide copyright laws and treaty provisions. In addition, the Site's content is protected by patent and trademark laws, the laws of privacy and publicity, and various communication regulations and statutes. You are not authorized to post on or transmit to or from the Site any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, immoral or profane material, or any other content that could give rise to any civil or criminal liability under the law.

Any commercial use of the Site or its content beyond the specific use licensed herein or by written authorization from us is prohibited. You may print a copy of the information contained on the Site only for your personal use subject to the following: (i) you may not reproduce or distribute the text or graphics to others or substantially copy the information on your own server without the prior written permission of the Insurance Companies; (ii) you may not modify the content or make derivative works therefrom; and (iii) on any and all copies you make of the information you must retain all copyright, trademark, service mark and other proprietary notices contained in the original information. The right given in this paragraph may be revoked at any time.

### **4. We Do Not Allow You to Use Trademarks, Service-Marks, Tradenames and Logos Used and Displayed on The Site**

The trademarks, service marks, tradenames and logos ("Marks") used and displayed on the Site are registered and unregistered Marks owned by the Companies. Certain trademarks, service marks and names ("TP Marks") used on the Site are the property of third parties. Other than as specified in the preceding section, and notwithstanding any other information on the Site, you are not allowed to use any Mark or TP Mark, by implication, estoppel, or otherwise, and you are not granted any license or right to use any Mark or TP Mark without our prior written permission. No Mark may be used in any way, including in hyperlinks, advertising or publicity pertaining to distribution of materials on the Site, without our prior written permission.

### **5. Our Liability Is Limited**

Although we try to provide accurate and timely information on the Site, there may be inadvertent, technical or factual inaccuracies and typographical errors. Furthermore, there are certain aspects of web usage, electronic mail, your computer and your link to the Internet which we cannot control. We therefore make no representation or warranty that the operation of the Site will be uninterrupted or error free, and we will not be liable for the consequences of any interruptions or errors or loss. For these reasons we cannot warrant the accuracy, completeness or timeliness of the information, text, graphics, links or other items on the Site or the privacy of responses by you or to you by electronic communications.

UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY DIRECT OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MAY ARISE IN CONNECTION WITH THE SITE, OR FROM YOUR USE OF, OR INABILITY TO USE, THE SITE OR ANY INFORMATION PROVIDED ON THE SITE; OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR OTHER COMPUTER INSTRUCTIONS OR TECHNOLOGICAL MEANS INTENDED TO DISRUPT, DAMAGE, OR INTERFERE WITH THE USE OF COMPUTERS OR RELATED SYSTEMS, OR LINE OR SYSTEM FAILURE; OR DISCLOSURE OF INFORMATION WHEN COMMUNICATING WITH YOU BY

ANY ELECTRONIC MEANS OR RECEIVING INFORMATION FROM YOU BY ANY ELECTRONIC MEANS; EVEN IF THE COMPANIES OR REPRESENTATIVES THEREOF ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages. In such jurisdiction, our liability is limited to the greatest extent permitted by law.

THE SITE AND ALL CONTENT DISPLAYED ON THE SITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

WE ASSUME NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR, ANY COMPUTER VIRUS OR OTHER COMPUTER INSTRUCTIONS OR TECHNOLOGICAL MEANS INTENDED TO DISRUPT, DAMAGE, OR INTERFERE WITH THE USE OF COMPUTERS OR RELATED ELECTRONIC SYSTEMS THAT MAY INFECT OR DAMAGE YOUR COMPUTER EQUIPMENT OR OTHER ELECTRONIC PROPERTY AS A RESULT OF YOUR ACCESS TO, USE OF, OR BROWSING OF THE SITE, THE WEB OR YOUR DOWNLOADING OF ANY MATERIALS, DATA, TEXT, IMAGES, VIDEO, OR AUDIO FROM THE SITE OR THE WEB.

WE DO NOT REPRESENT OR WARRANT THAT YOUR USE OF MATERIALS DISPLAYED ON THE SITE WILL NOT INFRINGE RIGHTS OF THIRD PARTIES NOT OWNED OR AFFILIATED WITH US.

## **6. Indemnification**

You agree to indemnify and hold harmless the Companies from and against any and all claims, losses, expenses, demands or liabilities, including attorneys' fees and costs, incurred by the Companies in connection with any claim by a third party (including any intellectual property claim) arising out of (i) materials and content you submit to, post to or transmit through the Site, or (ii) your use of the Site in violation of these Terms of Use or in violation of any applicable law. You further agree that you will cooperate fully in the defense of any such claims. The Companies reserve the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle any such claim or matter without the written consent of the Companies. You further agree to indemnify and hold harmless the Companies from any claim arising from a third party's use of information or materials of any kind that you post to the Site.

## **7. Information, Products and Services Offered are Subject to Our Acceptance**

Information on the Site is not intended for distribution to, or use by, any persons or entities in any jurisdictions or countries where such distribution or use is not authorized or licensed, or where any content displayed on or transaction offered through the Site is unlawful. You use the Site on your own initiative and are responsible for compliance with local laws.

The Site may provide general information about the Companies and the products and services offered by the Companies. Information on the Site does not constitute an offer to sell or a solicitation of any product or service. Some products and services may not be available in all provinces. Your eligibility for products and services is subject to final determination, restrictions and acceptance by the Companies.

The Companies may discontinue or make changes to the information, products, licenses, or services, described herein at any time. Any dated information is published as of its publication date only. The Companies do not undertake any obligation or responsibility to update or amend any such information. The Companies reserve the right to terminate any or all offerings without prior notice. Furthermore, by offering information, products or services through the Site, no solicitation is made by the Companies to

any person to use such information, products or services in jurisdictions where the provision of information, products or services is prohibited by law.

## **8. We Do Not Solicit Offers to Purchase our Products on the Site**

We do not solicit offers to purchase our products on the Site. The information displayed on this Site does not constitute an offer or a solicitation for the purchase or sale of any product.

If you desire to purchase a product, we recommend that you contact an agent in your area.

## **9. No Client, Fiduciary or Professional Relationship is Established by Providing Information on The Site**

YOU AGREE THAT NO CLIENT, ADVISORY, FIDUCIARY OR PROFESSIONAL RELATIONSHIP IS CREATED, IMPLIED OR ESTABLISHED BETWEEN YOU AND THE COMPANIES AND THAT YOU AGREE AND UNDERSTAND THAT NO PERSON OR ENTITY IS, IN CONNECTION WITH THE SITE, ENGAGED IN RENDERING AUDITING, ACCOUNTING, INVESTMENT, SECURITIES, TAX, LEGAL ADVICE OR CONSULTING OPINIONS AND THAT YOU WILL CONSULT APPROPRIATE LICENSED PROFESSIONALS FOR OPINIONS AND ADVICE RELATING TO THE SPECIFIC FACTS, LAWS AND ROLES WHICH MAY APPLY IN YOUR SPECIFIC CASE.

## **10. Governing Law**

These Terms of Use shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the laws of Canada in force therein and will be treated, in all respect, as an Ontario contract,.

## **11. Arbitration and Disputes**

Any controversy or claim arising out of or relating to this Agreement or any agreement delivered pursuant hereto shall be settled by arbitration in accordance with the following procedures:

- (a) Arbitration shall proceed in accordance with the rules for the conduct of arbitrations of the Arbitration and Mediation Institute of Ontario Inc. (the "Rules") in effect at the date of commencement of such arbitration by one arbitrator (the "Arbitrator") appointed by the parties hereto, or failing agreement within five business days of one party giving notice to the other that it wishes a controversy or a claim hereunder to be resolved through arbitration, appointed in accordance with the Rules; provided that such Arbitrator must be a knowledgeable professional in the life insurance industry.
- (b) If there are no Rules in effect at the date of the commencement of the arbitration, the arbitration shall proceed in accordance with the *Arbitrations Act*, S.O. 1991 (the "Act") as may be amended from time to time.
- (c) The arbitration shall take place in the City of Toronto unless otherwise agreed in writing by the parties hereto.
- (d) The procedures and substance of the arbitration shall be governed by the laws of Ontario.
- (e) The language to be used in the arbitration shall be English, except where required by law to be in French.
- (f) The Arbitrator shall have the right to determine all questions of law and jurisdiction including questions as to whether a claim is arbitrable and shall have the right to grant final and interim

damages awards and shall have the discretion to award costs including reasonable legal fees and expenses, reasonable expert fees and expenses, reasonable witnesses' fees and expenses, pre-award and post-award interest and the costs of the arbitration.

- (g) The award of the Arbitrator shall be final and binding on the parties hereto and their successors and assigns. There is no right of appeal from the Arbitrator's award. The parties hereto shall be bound by any award granted by the Arbitrator and the parties hereto consent to judgment upon the award granted by the Arbitrator being entered in any court of competent jurisdiction.

## **12. Failure to Exercise Rights Does Not Constitute Waiver**

No failure, omission or delay on the part of the Companies in exercising any right under these Terms of Use will preclude any other further exercise of that right or other right under these Terms of Use.

## **13. You Agree to Changes and Amendments by Posting on the Site**

The Companies reserve the right to change these Terms of Use or any Site content or functionality at any time without notice and in our sole discretion, by posting a change notice or new Terms of Use on our Site. Any change to these Terms of Use shall be effective as to you or any user who uses the Site without notice, by posting of the Terms of Use as changed on the Site, with or without notice of any specific changes. You agree that you will comply with these Terms of Use as they may be modified from time to time by the Companies by checking for modifications on the Site, whether or not you have received notice of any changes. If any modifications of these Terms of Use are unacceptable to you, your only recourse is to terminate use of the Site immediately. Your continued use of the Site will constitute binding acceptance of any modification. Any inconsistent terms between these Terms of Use and any subsequent modifications or Terms of Use posted on the Site shall be controlled according to the latest posting.

## **14. No Use of Site By Minors**

No person under the age of 18 may use the Site. We do not knowingly solicit business by minors or children and request that any person under the age of 18 have their parent or responsible adult contact us. If you are under age 18 please leave the Site immediately. You agree to report all information you have about any person under 18 who uses the Site to us immediately using the Contact and Notification Information in Section 25 of these Terms of Use.

## **15. Confidentiality of Internet Not Guaranteed**

Although we try to protect information you send us, we cannot guarantee that information sent over the Internet is completely confidential. There are certain aspects of Internet usage, your computer and your links to the Internet we cannot control. Therefore, transmission of information to us on the Internet must be undertaken at your own risk.

## **16. Communications between You and Us**

We may respond to your inquiries and questions, and we may initiate communication by electronic means based on the information (i.e. email address or cell phone number) you provide us and the method you indicate you prefer if you Consent to electronic communications as outlined in the Optional Products

Electronic Consent Agreement and the OneMain Text Message Terms of Use. However, be advised that information sent by electronic means may not be completely confidential not only because of certain aspects of electronic transfer, but also because others may have access to the computer or other electronic property to which the electronic communication is sent to us. Unless you specifically text "STOP", you hereby consent to receive communication by electronic mail or other electronic means you have provided, notwithstanding the risks inherent in using electronic communications.

## **17. Entire Agreement**

These Terms of Use comprise the entire agreement between you and the Companies relating to your use of the Site, and supersede all prior agreements and negotiations, whether oral or written. These Terms of Use supersede any previous terms of use relating to use of this Site to which you and the Insurance Companies may have been bound. There are no other agreements, understandings, promises or conditions, oral or written, express or implied, concerning the subject matter of these Terms of Use, except as set forth in these Terms of Use.

## **18. Termination Of Service**

We reserve the right in our sole discretion to terminate, restrict, or suspend the Site, service, access or information from you at any time for any reason without prior notice or liability.

## **19. Information from Third Party Providers**

Certain material that may be provided on the Site is independently obtained, prepared and provided by third parties ("Information") who are not affiliated with the Companies, and the Companies are not responsible for these third parties. This Information is provided free of charge for your general understanding. The Companies have not reviewed the Information and are not responsible for the accuracy, completeness, reliability or correct sequencing of the Information. The Information does not in any way represent the opinion of the Companies.

## **20. Submissions**

All ideas, expressions and inventions (excluding any nonpublic personal information) submitted to the Companies through the Site shall be deemed and remain the property of the Companies and the Companies shall be free to use, for any purpose, any ideas, concepts, know-how or techniques contained in information you provide to the Companies through the Site. The Companies shall not be subject to any obligations of confidentiality regarding ideas, expressions and inventions (excluding any nonpublic personal information) except as agreed in a writing executed by the Companies.

## **21. Monitoring**

The Companies have no obligation to monitor the Site, however, you acknowledge and agree that the Companies have the right to monitor the Site electronically from time to time and to disclose any information as necessary or appropriate to satisfy any law, regulation or other governmental request, to operate the Site, to protect itself or other users of the Site or for any other purpose that complies with applicable laws.

## **22. Termination**

These Terms of Use are effective until terminated by the Companies. The Companies may terminate these Terms of Use at any time without notice or suspend or terminate your access and use of the Site at any time, with or without cause, in the Companies' absolute discretion and without notice. The following sections of these Terms of Use shall survive termination of your use or access to the Site: 5 (Our Liability is Limited), 6 (Indemnification), 9 (No Client, Fiduciary or Professional Relationship is Established by Providing Information On The Site), 10 (Governing Law), 11 (Arbitration and Disputes), 12 (Failure to Exercise Rights Does Not Constitute Waiver), 16 (Communications between You and Us), 17 (Entire Agreement), 20 (Submissions), 22 (Termination), 23 (Severability), 24 (General Provisions), 25 (Contact and Notification Information), and any other provision that by its nature or terms survives termination of your use or access to the Site.

## **23. Severability**

If any provision of these Terms of Use is found to be invalid or unenforceable, the remaining provisions shall be enforced to the fullest extent possible, and the remaining provisions of the Terms of Use shall remain in full force and effect.

## **24. General Provisions**

These Terms of Use will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of these Terms of Use. All rights not expressly granted herein are hereby reserved. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

## **25. Contact and Notification Information**

You may contact us by phone at 1-800-285-8623 or, mail at 1420 – 380 Wellington Street, London, Ontario N6A 5B5.

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