

Terms of use

Terms and conditions of use applicable to transactions conducted via this platform

The following terms and conditions are those of Industrial Alliance Insurance and Financial Services Inc. ("iA Financial Group"). They govern the use of this platform's transaction options. Please read them carefully.

This platform is made available to you subject to your unconditional acceptance of the terms and conditions of use contained herein. By accessing this platform, you agree to the terms and conditions hereof and, subsequently, by conducting transactions via this platform, you agree to be bound by its terms and conditions of use. If you do not agree to these terms and conditions, please cease immediately use of this platform.

In addition to these terms and conditions of use, the terms of your contract(s) entered into with iA Financial Group as well as the Commission and Bonus Schedules and Remuneration Rules will apply to all transactions conducted via this platform.

This platform is also subject to the terms of use outlined on ia.ca (<https://ia.ca/terms-use>) and the Privacy Policy for iA Financial Group (<https://ia.ca/privacy-policy>).

1. Security

iA Financial Group is committed to protecting the security of the transactions carried out through this platform. Therefore, to conduct a transaction, your browser must use a secure, reliable and industry-standard encryption feature. Encryption is a means of scrambling information for transmission. You will be unable to access the platform if your browser is determined to be non-compliant for security reasons and in order to deliver a quality client experience. You must use a recent version of your browser to gain access to the platform.

The platform's security system infrastructure has been designed according to best industry security practices.

Our security system is equipped with:

- an encryption mechanism to protect data confidentiality;
- a firewall to protect our networks from external threats;
- specific security configurations to protect different types of information;
- a user authentication system;
- antivirus protection;
- monitoring and surveillance systems.

We do not provide any guarantee against the transmission of viruses or other destructive or contaminating properties from the platform to your computer system.

1.1. Certified content protection

The authenticity of the platform's content protection is certified. Certificates are issued by competent and recognized authorities.

1.2. Reliability and modification of content

The platform content is as reliable as possible; however, we cannot guarantee that such content will be accurate, complete and current at all times.

We reserve the right to modify such content at any time without notice.

2. Access code and password

You acknowledge that from a legal standpoint the combined use of your access code, whether it is your personalized access code or any other username (hereinafter “access code”), and your password constitutes a mark equivalent to your signature and is a valid expression of your consent. You assume full responsibility for the confidentiality of your password and are responsible for making sure that it is not revealed under any circumstances.

iA Financial Group will validate your identity by means of an additional identification feature that works by sending identification codes via SMS. The mobile phone number that you provided when creating an account for identification purposes may be used by iA Financial Group upon creating your account, or when you use a new mobile device, or when you make certain changes to your user profile, or at any time deemed relevant by iA Financial Group, to send you an identification code via SMS.

You assume full responsibility for the risks associated with the use of the platform features “Save my email address”, “Stay logged in”, “Remember me” and “Remember this browser”.

As iA Financial Group is not responsible for checking the real identity or authority of the individuals who use your access code and password, you also assume full responsibility for all activities and transactions undertaken using your access code and password. As a result, you are bound by any use of your access code and password, including unauthorized use made by other persons, without your knowledge or consent, for which you will be responsible.

Consequently, you acknowledge that iA Financial Group shall in no event be liable for losses or damages that may arise directly or indirectly from a transaction conducted in accordance with a request made by a person using your access code and password. If iA Financial Group acts on instructions from you or someone using your access code and password, you agree to indemnify and hold iA Financial Group harmless against any claim, loss or expense that you may incur as a result of the use of the access codes and password, whether authorized by you or not.

If an unauthorized person learns your access code and password or if any other breach of confidentiality is brought to your attention, you must immediately notify our Customer Service at the contacts indicated below.

2.1. Automatic session timeout

Timeout mechanisms will automatically close your session in order to protect your personal information every few months. Simply log in again to resume your session.

3. Experience-enhancing technologies used on platform

3.1. Cookies

Platform cookies are activated to simplify navigation, to improve your user experience and to track the sections of the platform that you visit. While this allows you to personalize the content that you see when visiting the platform, it does not allow us to collect your personal information. As a result, when you visit and interact with the platform via your mobile phone or web browser, electronic data is collected automatically. This type of information is considered to be non-personal information.

Non-personal information means data that could not potentially identify a specific individual and that we collect automatically when you access the platform from your browser.

You may choose to deactivate cookies in your browser. If you do so, however, you may not have access to certain functionality on the platform.

3.2. Third-party monitoring and surveillance tools

We employ monitoring and surveillance tools managed by third parties in order to improve the performance and functionality of the platform. These tools gather only non-personal information pertaining to your use of the platform. However, please note that these tools are designed and maintained by third parties that are not under our control. For this reason, we shall not be held liable for either the type of information collected by these third parties or for the manner in which they use and protect it. We use the following third-party monitoring and surveillance tools:

Google Analytics

Google Analytics is a web analytics and reporting tool provided by Google Inc. ("Google"). Google uses the collected data to monitor and analyze the use of the platform, to prepare activity reports and to share them with other Google services. Google can use the data gathered to define the context and personalize advertising from its own advertising network. We invite you to consult their privacy policy at <http://www.google.com/intl/en/policies/privacy/>. You may deactivate this tool by clicking on the following address: <http://tools.google.com/dlpage/gaoptout?hl=en>.

3.3. Tools that allow content to be displayed from external platforms

In order to improve the performance and functionality of our platform, we use tools that allow content to be displayed from external platforms. With these tools, not only can hosted content be viewed on external platforms directly from our platform pages, it can also interact with them. If such a tool is installed, site traffic data can be collected for the pages for which the tool is installed, even if visitors do not use it. The following are the tools that we use so that content may be displayed from external platforms:

Google Maps API

Google Maps is an online mapping service provided by Google Inc. that allows the platform to incorporate this type of content on its pages and in its applications. The only personal data that Google Maps API collects are cookies and platform usage. We invite you to consult their privacy policy at <http://www.google.it/intl/en/policies/privacy>.

3.4. Automatic reception of data

Your web browser or mobile device automatically sends us information, which includes the name of the website from which you accessed the platform (if applicable) and the name of the website you visited after leaving the platform. We also receive the IP address of your computer or the proxy server you use to access the Internet, your Internet supplier, your web browser, the type of mobile device you use as well as your operating system. We use all of this information to analyze user trends so that we may improve the platform.

3.5. Email address and message sending management

Email address and message sending management allows for the maintenance of an electronic database of email addresses used to communicate with users via email. These services are used to collect data relative to the date and time that the message was sent by you to a recipient.

Mandrill

Mandrill is a tool to track sent messages and to consult those messages and their attachments. The only personal information collected by Mandrill is email-related. iA Financial Group reserves the right to use the electronic contact details entered by you concerning yourself or a third party for communication purposes in the performance of iA Financial Group business. We invite you to consult their privacy policy at <https://www.mandrill.com/privacy/>.

4. Transactions

Transactions may be carried out over this platform. To carry out a transaction, you must respect the legal and regulatory requirements applicable to the sale of living benefit (disability, critical illness, accident and creditor) and life insurance products that are in force in the region of Canada that has jurisdiction with respect to the said transaction. iA Financial Group offers its products and services only in Canada and only to Canadian citizens, to Canadian residents and to holders of certain work permits in accordance with the underwriting standards and rules in effect when the transaction is submitted by the user.

You acknowledge the legal value of transactions conducted via the platform, the fact that they produce legal effects and that they constitute proof that you are the originator of these transactions.

You acknowledge and warrant that the transactions conducted by you via the platform comply with your clients' instructions, and you agree to indemnify and hold iA Financial Group harmless against any claim, loss or expense that may arise as the result of a transaction that fails to comply with your clients' instructions.

Transaction Date – Simplified Issue Products: Transaction requests received by iA Financial Group will be effective from the date of transmission, subject to the receipt of all requisite approvals, as applicable.

Transaction Date – Underwritten Products: The effective date of each transaction will be determined according to the iA Financial Group administrative rules and requirements in effect at the time that the transaction is submitted by the user. These administrative rules and requirements are outlined in the individual insurance procedures and may be amended by iA Financial Group at any time without notice.

4.1. Consent and virtual purchases

Our website terms of use and privacy policy govern all transactions made via the platform and your participation in any contests. By making an online transaction, you agree to accept the terms outlined in these documents.

5. Personal information

For iA Financial Group, matters pertaining to the confidentiality and protection of personal information are of the utmost importance. iA Financial Group, therefore, undertakes to respect the confidentiality of your personal information and, considering current technology, it has taken all reasonable measures to do so.

For your part, you agree to respect the confidential nature of personal information that may be available on this platform concerning third parties. You also agree not to disclose to any third parties, without the required authorization, any privileged information (company secrets, client lists, etc.) or any personal information concerning the clients, employees, management personnel, suppliers or representatives of iA Financial Group.

Considering the current state of technology, iA Financial Group cannot fully guarantee the confidentiality of information transmitted over the Internet or the time taken to transmit the said information. Accordingly, you acknowledge that iA Financial Group and its suppliers shall not be held responsible for losses or damages that may arise directly or indirectly from a breach of the confidentiality of information transmitted over the Internet or a delay in the transmission of such information to iA Financial Group and you agree to notify your clients and/or third parties who provide you, through the use of the platform, with personal information about them or third parties.

6. Limitation of liability

We cannot be held responsible or liable in any way for:

- losses or damages that may arise directly or indirectly from your use of this site and the information contained therein;
- special or consecutive damage;
- damages caused to third parties;
- damages that may arise from acts or deeds performed on the strength of the information contained on our platform;
- damages suffered as a result of the disclosure of your personal or confidential information that is transmitted to us via the Internet;
- damages that may arise from the unauthorized reproduction or use of the information contained on this site;
- losses or damages that may arise directly or indirectly from your use of the content, goods or services available over or via websites not belonging to us.

7. Termination

iA Financial Group reserves the right to terminate your access to this platform at any time, in whole or in part.

8. Data aggregation

We reserve the right to collect and use any non-personal data resulting from your use of the platform and to aggregate such data for internal analysis in an effort to improve the platform and our services, as well as their use. At no time will your personal information be included in these data aggregations.

9. Copyrights and trademarks

The information available on this site is protected by the copyright legislation in force in Canada and, where applicable, in other territories. Copying, reproducing, publishing or distributing any of the information found on this site, in whole or in part, is strictly prohibited. Visitors to this site shall be entitled to copy, print or download such information for their own non-commercial use. They must then acknowledge the source and make sure that the said information has not been modified in any manner.

The prior written consent of iA Financial Group is required for any other use, failing which the appropriate legal action will be taken. iA Financial Group owns the trademarks used on or in connection with the products and services that it provides, whether they be in the form of names, graphs, logos, icons, designs, words, titles or phrases. These trademarks are protected by Canada trademark legislation.

10. Amendment of terms and conditions of use

iA Financial Group reserves the right to amend at any time the terms and conditions of use applicable to the platform content.

iA Financial Group reserves the right to amend at any time the terms and conditions of use applicable to the transactions requested via this platform, and it shall then notify you by posting such amendment on the iA Financial Group platform. You are required to consult such terms and conditions regularly.

By conducting transactions via this platform, you agree to the terms and conditions of use thereof, as they may be amended from time to time.

11. General provisions

By accessing the platform, you acknowledge that the terms of use thereof will be construed and evaluated in accordance with the laws in effect in the Province of Quebec, Canada, without regard to its conflict of laws provisions.

Our failure to assert any right or any provision under these terms of use shall not constitute a waiver of such right. If any provision of these terms of use is deemed invalid or inapplicable by law, the remaining provisions contained herein will remain in full force and effect. These terms of use of the platform content constitute the entire agreement between us concerning our services and replace any prior agreements between us relating to the platform content.

You hereby agree and confirm that the use you will make of the platform and all related communications, transmissions, operations and transactions will be carried out only in the province(s) where you have the right and the authority to conduct such transactions.

You acknowledge that you are subject to the exclusive jurisdiction of the courts of the province and the judicial district where the head office of iA Financial Group is located in the event that any litigation may arise as a result of the use of the platform.

12.Support

In the event of a problem or for any additional information, please contact us:

Customer Service

Tel.: 1-800-465-5818 · Fax: 514-327-6242

(Business hours Monday to Friday, from 8:30 am to 7:00 pm Eastern time)

Email: livingbenefits@ia.ca

iA Financial Group - Montreal office

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