

THIS VERSION IN EFFECT SINCE MARCH 1, 2003

THIS AGREEMENT GOVERNS YOUR ACCESS TO AND USE OF THE CANADIAN DIRECT INSURANCE WEBSITE AND THE CONTENT, INFORMATION AND SERVICES PROVIDED ON OR THROUGH THE WEBSITE. IT EXEMPTS CANADIAN DIRECT INSURANCE AND OTHER PERSONS FROM LIABILITY OR LIMITS THEIR LIABILITY AND CONTAINS OTHER IMPORTANT PROVISIONS THAT YOU SHOULD READ. EACH TIME YOU USE THE WEBSITE, THIS AGREEMENT AS IT THEN READS, WILL GOVERN YOUR USE. ACCORDINGLY, WHEN YOU USE THE WEBSITE YOU SHOULD CHECK THE DATE OF THIS AGREEMENT (WHICH APPEARS AT THE TOP OF THIS AGREEMENT) AND REVIEW ANY CHANGES SINCE THE LAST VERSION.

This Agreement contains the following provisions:

1. [Your Acceptance of this Agreement](#)
2. [Permitted Users](#)
3. [Availability of Products and Services](#)
4. [Changes to this Agreement](#)
5. [This Agreement and Other Agreements](#)
6. [No Advice](#)
7. [Internet Banking, Applications and Requests](#)
8. [No Other Transactions](#)
9. [Information Submissions and Communications](#)
10. [Confidentiality and Security](#)
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12. [Currency, Interest Rates and Mutual Funds](#)
13. [Disclaimer, Liability Exclusion, Liability Limitation, Release and Indemnity](#)
14. [Ownership and Permitted Uses of the Website](#)
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16. [Other Businesses and Sites](#)
17. [Linking, Framing, Mirroring, Scraping and Data-Mining the Website](#)
18. [Postings](#)
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20. [Governing Law and Dispute Resolution](#)
21. [Other Matters](#)

1. YOUR ACCEPTANCE OF THIS AGREEMENT

This is an Agreement between you and all persons you represent (and for purposes of this Agreement, “person” includes natural persons and any type of incorporated or unincorporated entity or organization) and Canadian Direct Insurance, and governs your access to and use of the Canadian Direct Insurance website and the content, information and services provided on or through the Website, including all on-line tools (including applications and calculators) available on or through the Website (collectively the “Website”). This Agreement also provides benefits to Canadian Direct Insurance’s affiliates, service providers, suppliers and sub-contractors, including North American Air Travel Insurance Agents Ltd. (collectively the “Affiliates and Providers”).

Each time you use the Website you signify your acceptance and agreement, and the acceptance and agreement of all persons you represent, without limitation or qualification, to be bound by this Agreement as it then reads, and you represent and warrant that you have the legal authority to agree to and accept this Agreement on behalf of yourself and all persons you represent. If you do not agree with each provision of this Agreement, or you are not authorized to agree to and accept this Agreement, you may not use the Website.

2. PERMITTED USERS

The Website may be accessed and used only by individuals located in Canada who have reached the age of majority in their jurisdiction of residence, can form legally binding contracts under applicable law, and have accepted this Agreement. The Website is not intended for persons resident

or located in the United States or any other jurisdiction outside Canada. Persons using the Website must comply with all applicable laws. Canadian Direct Insurance may in its discretion refuse permission to access and use the Website.

3. AVAILABILITY OF PRODUCTS AND SERVICES

The products and services of Canadian Direct Insurance and the Affiliates and Providers referenced on the Website are available only in certain jurisdictions in Canada. These products and services are not intended for or available to persons resident or located in the United States or any other jurisdiction outside Canada.

4. CHANGES TO THIS AGREEMENT

Canadian Direct Insurance may, in its discretion, change, supplement or amend this Agreement from time to time, for any reason, and without any prior notice or liability to you or any other person, by posting a revised agreement on the Website. Each time you use the Website, you should check the date of this Agreement (which appears at the top of this Agreement) and review any changes since the last version. By using the Website after this Agreement has been revised, you signify your acceptance and agreement, and the acceptance and agreement of all persons you represent, without limitation or qualification, to be bound by the revised Agreement, and you represent and warrant that you have the legal authority to agree to and accept the revised Agreement on behalf of yourself and all persons you represent. If you do not agree with each provision of the revised Agreement, or you are not authorized to agree to and accept the revised Agreement, you may not use the Website. You may not change, supplement, or amend this Agreement in any manner.

5. THIS AGREEMENT AND OTHER AGREEMENTS

This Agreement is in addition to and supplements any written agreements that you or any persons you represent have with Canadian Direct Insurance or any Affiliates and Providers (now or in the future) concerning your dealings with Canadian Direct Insurance or the Affiliates and Providers generally. Canadian Direct Insurance products and services available and/or referenced on the Website may be subject to the applicable agreements governing their supply and use (the "Service Agreements"). If there is any inconsistency or conflict between the provisions of this Agreement and the provisions of a Service Agreement the provisions of the Service Agreement will govern.

6. NO ADVICE

Except for On-Line Applications and On-Line Requests, the Website is for informational or general illustrative purposes only. The Website is not guaranteed to be accurate, complete, or timely. The Website is not intended to be a comprehensive or detailed statement concerning the matters addressed; investment, tax, banking, accounting, legal, or other professional or expert advice or recommendations; or an offer, solicitation, or recommendation to sell or buy any stock, bond or other financial instrument or any product or service. You should obtain appropriate, qualified professional advice before acting or omitting to act based upon any information provided on or through the Website.

The Website also allows users to complete and submit applications for Canadian Direct Insurance and providers' products and services ("On-Line Applications"), and to request specific types of information from Canadian Direct Insurance ("On-Line Requests"). On-Line Applications and On-Line Requests may only be made using appropriate application forms available through the Website, and not through email.

8. NO OTHER TRANSACTIONS

Except for On-Line Applications and On-Line Requests, the Website is established solely for the distribution of information by Canadian Direct Insurance where permitted by law, and may not be used by you or any other person for any transactions or to provide instructions or information to Canadian Direct Insurance or any other person regarding any matter.

9. INFORMATION SUBMISSIONS AND COMMUNICATIONS

All information you provide through the Website, including your legal name, residential address, email address, and information relating to On-Line Applications and On-Line Requests, must be true, accurate, current and complete. Canadian Direct Insurance will rely on the information you provide. You will be solely responsible and liable for any and all loss, damage, and additional costs that you, Canadian Direct

Insurance or any other person may incur as a result of your submission of any false, incorrect or incomplete information.

You authorize Canadian Direct Insurance to: (a) accept communications they receive from you by means of the Website as if those communications had been given directly by you in writing and signed by you; (b) disclose your communications to Affiliates and Providers and Canadian Direct Insurance employees and representatives by means of the Website, email or other communications (when you have consented to the disclosure of such communications); and (c) respond to your communications by means of Internet communications, email or other communications.

Communications you send to Canadian Direct Insurance by means of the Website are not effective unless and until they are processed by the responsible Canadian Direct Insurance representative. Canadian Direct Insurance may refuse to process any communications sent to Canadian Direct Insurance by means of the Website, or may reverse the processing of any communications sent to Canadian Direct Insurance by means of the Website, at any time in Canadian Direct Insurance's discretion, and without any notice or liability to you or any other person, including without limitation if: (a) Canadian Direct Insurance cannot process the communications; (b) the communications violate any provision of this Agreement or any other agreement that you or any other person may have with Canadian Direct Insurance; (c) Canadian Direct Insurance considers that the communications may conflict with any other instructions from or agreements with you or any person you represent; or (d) there is an operational failure or malfunction in connection with the transmission of the communications.

10. CONFIDENTIALITY AND SECURITY

Canadian Direct Insurance uses data encryption and firewalls to maintain the security of the information it receives through the Website. Nevertheless, security and privacy risks cannot be eliminated. As a further security precaution, you must access and use the Website using commercially available browser software (such as a current version of Netscape™ or Internet Explorer™) that provides 128-bit encryption and SSL (Secure Sockets Layer) technology, and you may not use your browser software's "save password" feature. Once you have initiated a session in connection with the Website, you must not leave the computer from which you have accessed the Website unless and until you have terminated the session and logged off the Website. When you complete a session, you are responsible for clearing your browser's cache or temporary internet files to ensure your personal information is not accessible by others.

Email is not secure or confidential unless properly encrypted. Consequently, Canadian Direct Insurance discourages the use of email to send personal or financial information to Canadian Direct Insurance. Persons that use email for those purposes do so at their own risk, and Canadian Direct Insurance and the Affiliates and Providers will not be responsible or liable to you or any other person for any loss or damage suffered as a result of your use of email to communicate with Canadian Direct Insurance or the Affiliates and Providers, or the use of email by Canadian Direct Insurance or the Affiliates and Providers to communicate with you or other persons at your request.

Certain parts of the Website are located outside of Canada. The information you submit through the Website may be stored inside or outside of Canada. Information stored in Canada is subject to Canadian law, and information stored outside of Canada is subject to the laws of the jurisdiction in which the information is stored. Canadian Direct Insurance may be required to disclose your information to third parties in accordance with applicable laws.

11. ERRORS AND CORRECTIONS

Canadian Direct Insurance endeavours to provide accurate information on and through the Website, but errors may occur and information may become out of date. Canadian Direct Insurance does not guarantee the accuracy, completeness, or timeliness of the information available on or through the Website. Canadian Direct Insurance may in its discretion change the information available on or through the Website at any time and from time to time without any notice or liability to you or any other person. You may obtain complete and up-to-date information regarding Canadian Direct Insurance products and services by contacting Canadian Direct Insurance branches and offices.

12. CURRENCY, INTEREST RATES

All references in the Website to currency are to the lawful money of Canada, unless expressly stated otherwise. Interest rates indicated on the Website are subject to change without prior notice.

13. DISCLAIMER, LIABILITY EXCLUSION, LIABILITY LIMITATION, RELEASE AND INDEMNITY

Canadian Direct Insurance and the Affiliates and Providers do not accept any liability for your access to and use of the Website. For that reason, the following provisions apply to your access to and use of the Website.

- **DISCLAIMER**

YOUR ACCESS TO AND USE OF THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND (WHETHER EXPRESS, IMPLIED OR STATUTORY), AND INCLUDING WITHOUT LIMITATION REPRESENTATIONS, WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, DURABILITY, AVAILABILITY, TIMELINESS, ACCURACY OR COMPLETENESS, ALL OF WHICH ARE HEREBY DISCLAIMED BY CANADIAN DIRECT INSURANCE AND THE AFFILIATES AND PROVIDERS TO THE FULLEST EXTENT PERMITTED BY LAW. THERE WILL NOT BE ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS CREATED BY A COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE.

YOU ARE SOLELY RESPONSIBLE FOR: (A) OBTAINING, CONFIGURING AND MAINTAINING ALL COMPUTER HARDWARE, SOFTWARE, TELEPHONE SERVICES, AND OTHER EQUIPMENT AND SERVICES NECESSARY FOR YOU TO ACCESS AND USE THE WEBSITE; (B) SCANNING FOR AND PREVENTING THE RECEIPT AND TRANSMISSION OF VIRUSES, TROJAN HORSES, WORMS OR OTHER DESTRUCTIVE OR DISRUPTIVE COMPONENTS; AND (C) MAINTAINING A COMPLETE AND CURRENT BACKUP OF ALL OF THE INFORMATION CONTAINED ON YOUR COMPUTER SYSTEM PRIOR TO ACCESSING OR USING THE WEBSITE.

THE INTERNET IS NOT A SECURE MEDIUM, MAY BE SUBJECT TO INTERRUPTION AND DISRUPTION, AND INADVERTENT OR DELIBERATE BREACHES OF SECURITY AND PRIVACY. THE OPERATION OF THE WEBSITE MAY BE AFFECTED BY NUMEROUS FACTORS BEYOND CANADIAN DIRECT INSURANCE’S CONTROL. THE OPERATION OF THE WEBSITE MAY NOT BE CONTINUOUS OR UNINTERRUPTED, SECURE OR PRIVATE.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CANADIAN DIRECT INSURANCE AND THE AFFILIATES AND PROVIDERS MAKE NO REPRESENTATION, WARRANTY OR CONDITION THAT: (A) THE WEBSITE WILL BE COMPATIBLE WITH YOUR COMPUTER AND RELATED EQUIPMENT AND SOFTWARE; (B) THE WEBSITE WILL BE AVAILABLE OR WILL FUNCTION WITHOUT INTERRUPTION OR WILL BE FREE OF ERRORS OR THAT ANY ERRORS WILL BE CORRECTED; (C) THE WEBSITE WILL MEET YOUR REQUIREMENTS; (D) THE INFORMATION CONTAINED IN THE WEBSITE OR DERIVED FROM THE WEBSITE WILL BE ACCURATE, COMPLETE, SEQUENTIAL, OR TIMELY; (E) CERTAIN OR ANY RESULTS MAY BE OBTAINED THROUGH THE ACCESS TO OR USE OF THE WEBSITE; (F) THE ACCESS TO AND USE OF THE WEBSITE, INCLUDING THE BROWSING AND DOWNLOADING OF ANY INFORMATION, WILL BE FREE OF VIRUSES, TROJAN HORSES, WORMS OR OTHER DESTRUCTIVE OR DISRUPTIVE COMPONENTS; OR (G) THE ACCESS TO AND USE OF THE WEBSITE WILL NOT INFRINGE THE RIGHTS (INCLUDING INTELLECTUAL PROPERTY RIGHTS) OF ANY PERSON; AND CANADIAN DIRECT INSURANCE AND THE AFFILIATES AND PROVIDERS DISCLAIM ANY AND ALL LIABILITY REGARDING SUCH MATTERS TO THE FULLEST EXTENT PERMITTED BY LAW.

THE ON-LINE TOOLS (INCLUDING APPLICATIONS AND CALCULATORS) AVAILABLE ON OR THROUGH THE WEBSITE ARE FOR INFORMATIONAL OR GENERAL ILLUSTRATIVE PURPOSES ONLY, AND ARE NOT GUARANTEED TO BE ACCURATE, COMPLETE OR TIMELY. THE INFORMATION AND RESULTS PROVIDED BY THE ON-LINE TOOLS ARE BASED UPON ASSUMPTIONS, PROJECTIONS, AND DATA THAT MAY NOT BE CORRECT OR APPLICABLE AND CANADIAN DIRECT INSURANCE ITS AFFILIATES AND PROVIDERS DISCLAIM ANY AND ALL LIABILITY REGARDING YOUR USE OF SUCH ON-LINE TOOLS TO THE FULLS EXTENT PERMITTED BY LAW.

- **LIABILITY EXCLUSION**

CANADIAN DIRECT INSURANCE AND THE AFFILIATES AND PROVIDERS WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT OR INDIRECT LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF USE, LOSS OF PRODUCTION, LOSS OF INCOME OR PROFITS (ANTICIPATED OR OTHERWISE), LOSS OF MARKETS, ECONOMIC LOSS, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OR EXEMPLARY OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR UNDER ANY OTHER THEORY OF LAW OR EQUITY, ARISING FROM, CONNECTED WITH, OR RELATING TO THE ACCESS TO AND USE OF THE WEBSITE BY YOU OR ANY OTHER PERSON, AND REGARDLESS OF ANY NEGLIGENCE OR OTHER FAULT OR WRONGDOING BY CANADIAN DIRECT INSURANCE OR ANY AFFILIATE OR PROVIDER OR ANY PERSON FOR WHOM CANADIAN DIRECT INSURANCE OR AN AFFILIATE OR PROVIDER MAY BE RESPONSIBLE, AND NOTWITHSTANDING THAT CANADIAN DIRECT INSURANCE OR ANY AFFILIATE OR PROVIDER MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES BEING INCURRED BY YOU OR ANY OTHER PERSON.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CANADIAN DIRECT INSURANCE AND THE AFFILIATES AND PROVIDERS WILL NOT BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY LOSS OR DAMAGE SUFFERED BY YOU OR ANY OTHER PERSON AS A RESULT OF ANY FAILURE OR REFUSAL BY CANADIAN DIRECT INSURANCE OR THE AFFILIATES AND PROVIDERS TO GIVE EFFECT TO, OR FOR ANY FAILURE OR DELAY BY CANADIAN DIRECT INSURANCE OR THE AFFILIATES AND PROVIDERS IN RECEIVING, ACCESSING, PROCESSING OR ACCEPTING, ANY COMMUNICATION (INCLUDING AN ON-LINE APPLICATION) SENT TO CANADIAN DIRECT INSURANCE OR THE AFFILIATES AND PROVIDERS BY MEANS OF THE WEBSITE OR OTHERWISE, OR FOR ANY LOSS OR DAMAGE SUFFERED AS A RESULT OF THE OPERATIONAL FAILURE, MALFUNCTION, INTERRUPTION, CHANGE, AMENDMENT OR WITHDRAWAL OF THE WEBSITE OR EMAIL SERVICES.

- **LIABILITY LIMITATION**

WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL THE TOTAL LIABILITY OF CANADIAN DIRECT INSURANCE AND THE AFFILIATES AND PROVIDERS TO YOU OR ANY OTHER PERSON FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES, AND COSTS, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR UNDER ANY OTHER THEORY OF LAW OR EQUITY, AND REGARDLESS OF ANY NEGLIGENCE OR OTHER FAULT OR WRONGDOING BY CANADIAN DIRECT INSURANCE OR ANY AFFILIATE OR PROVIDER OR ANY PERSON FOR WHOM CANADIAN DIRECT INSURANCE OR ANY AFFILIATE OR PROVIDER IS RESPONSIBLE, EXCEED \$100 (CDN).

ADVICE AND INFORMATION PROVIDED BY CANADIAN DIRECT INSURANCE OR THE AFFILIATES AND PROVIDERS OR THEIR RESPECTIVE REPRESENTATIVES, WHETHER ORAL OR WRITTEN, WILL NOT CREATE ANY REPRESENTATION, WARRANTY OR CONDITION OR VARY OR AMEND THIS AGREEMENT, INCLUDING THE ABOVE DISCLAIMER, LIABILITY EXCLUSION, LIABILITY LIMITATION AND YOU MAY NOT

RELY UPON ANY SUCH ADVICE OR INFORMATION.

- **FAIR ALLOCATION OF RISK AND LIABILITY.**
YOU ACKNOWLEDGE AND AGREE THIS AGREEMENT REPRESENTS A FAIR ALLOCATION OF RISK AND LIABILITY.

The exclusion of certain warranties and the exclusion or limitation of certain liabilities is prohibited by legislation in some jurisdictions. Such legislative limitations may apply to you.

14. OWNERSHIP AND PERMITTED USES OF THE WEBSITE

Copyright © Canadian Direct Insurance 1999 – 2004. All Rights Reserved. The Website and all information (in text, graphical, video and audio forms), images, icons, software, designs, applications, on-line tools, calculators, models, data, and other elements available on or through the Website are the property of Canadian Direct Insurance, the Affiliates and Providers and others, and are protected by Canadian and international copyright, trademark, and other laws. Your access to and use of the Website does not transfer to you any ownership or other rights in the Website or its content.

The Website may only be used in the manner described expressly in this Agreement. In particular, except as expressly stated otherwise in this Agreement, the Website may not be copied, imitated, reproduced, republished, uploaded, posted, transmitted, modified, indexed, catalogued, mirrored or distributed in any way, in whole or in part, without the express prior written consent of Canadian Direct Insurance. You may not reproduce, copy, duplicate, sell, or resell any part of the Website or access to the Website.

The Website may be used only for lawful, personal, and non-commercial purposes. You may print the pages of the Website for your lawful, personal, and non-commercial use, provided that you do not modify any of the content and you do not remove or alter any visible or non-visible identification, marks, notices, or disclaimers.

15. TRADE-MARK INFORMATION

The content and information contained on the Web site or delivered to you in connection with your use of the Web site is the property of Canadian Direct Insurance and any applicable third parties. Canadian Direct Insurance retains all proprietary rights in and arising out of the Web site. The trade-marks, trade names and logos (the "Trade-Marks") that are used and displayed on the Website include registered and unregistered Trade-Marks of Canadian Direct Insurance and other third parties. Nothing on the Web site will be construed as granting any licence or right to use any Trade-Marks displayed on the Website. Users are prohibited from using any Trade-Marks without written permission of Canadian Direct Insurance or such other applicable third parties.

16. OTHER BUSINESSES AND SITES

The Website may include advertisements for, information about, or links to, other businesses or Internet sites or resources operated by other persons (collectively "**Other Businesses and Sites**"). Other Businesses and Sites are independent from Canadian Direct Insurance, and Canadian Direct Insurance has no responsibility or liability for or control over Other Businesses and Sites or the information, goods or services available from or through those Other Businesses and Sites. Links to Other Businesses and Sites are provided solely for your convenience. Canadian Direct Insurance does not sponsor, endorse or approve any Other Businesses and Sites, or the information, goods or services available from or through those Other Businesses and Sites. Your dealings with, access to and use of Other Businesses and Sites is at your own risk, and you will not make any claim against Canadian Direct Insurance arising out of your access to or use of any Other Businesses and Sites. As between you and Canadian Direct Insurance, the provisions of this Agreement under the section headed Disclaimer, Liability Exclusion, and Liability Limitation apply, with all necessary modifications, to your dealings with, access to and use of any Other Businesses and Sites and the information, goods or services available from or through those Other Businesses and Sites.

17. LINKING, FRAMING, MIRRORING, SCRAPING AND DATA-MINING THE WEBSITE

Links to the Website without the express written permission of Canadian Direct Insurance are strictly prohibited. Canadian Direct Insurance reserves the right to cancel and revoke any permission it may give to link to the Website at any time, for any reason, without any notice, and without any liability to you or any other person. The framing, mirroring, scraping or data-mining of the Website or any of its content in any form and by any method are strictly prohibited.

18. POSTINGS

You may not use chat or annotation technologies in connection with your use of the Website or to post comments, communications, or any other data of any kind to or on the Website with the intention that such postings may be viewed by other users of the Website.

19. TERMINATION OF THIS AGREEMENT AND THE WEBSITE

If you breach any provision of this Agreement, you may no longer use the Website. Canadian Direct Insurance may, at any time and for any reason and in its discretion: (a) change, suspend or terminate, temporarily or permanently, the Website or any part of it; or (b) restrict, suspend or terminate (in whole or in part) your permission to access or use the Website; all without any notice or liability to you or any other person. If this Agreement or your permission to access or use the Website is terminated by you, or by a person you represent, or by Canadian Direct Insurance, this Agreement and all other then existing agreements between Canadian Direct Insurance and you or any persons you represent will continue to apply and be binding upon you and any persons you represent, jointly and severally, regarding your prior access to and use of the Website, and anything connected with, relating to or arising therefrom.

20. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement, your access to and use of the Website, and all related matters are governed solely by the laws of the Province of British Columbia, Canada and applicable federal laws of Canada, excluding any rules of private international law or the conflict of laws that would lead to the application of any other laws.

Any dispute between Canadian Direct Insurance and you or any other person arising from, connected with, or relating to the Website, this Agreement, access to or use of the Website, or any related matters (“Disputes”) must be resolved before the Courts of the Province of British Columbia, Canada sitting in the City of Vancouver, and you hereby irrevocably submit and attorn to the original and exclusive jurisdiction of those Courts in respect of all Disputes. Any proceeding regarding a Dispute must be commenced in a court of competent jurisdiction in Vancouver, British Columbia, Canada within six (6) months after the Dispute arises, after which time any and all proceedings regarding the Dispute are barred.

21. OTHER MATTERS

If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful, void, or for any reason unenforceable, then that provision will be deemed to be severed from the rest of this Agreement and will not affect the validity and enforceability of any remaining provisions.

No consent or waiver by any party to or of any breach by any other party in its performance of its obligations under this Agreement will be deemed or construed to be a consent to or waiver of a continuing breach or any other breach of those or any other obligations of that party. No consent or waiver will be effective unless in writing and signed by all parties.

The provisions of this Agreement will enure to the benefit of and be binding upon Canadian Direct Insurance and the Affiliates and Providers and each of their respective successors and assigns and related persons, and you and your heirs, executors, administrators, successors, and personal representatives, and all persons you represent and their respective successors, assigns and related persons. You and the persons you represent may not assign this Agreement or the rights and obligations under this Agreement without the express prior written consent of Canadian Direct Insurance, which may be withheld in Canadian Direct Insurance’s discretion. Canadian Direct Insurance may assign this Agreement and its rights and obligations under this Agreement without your consent or the consent of any persons you represent.

Canadian Direct Insurance's records regarding your access to and use of the Website and any transactions or communications through the Website or email are, unless shown to be wrong, conclusive evidence of your access to and use of the Website and of the communications. You agree not to object to the admission of Canadian Direct Insurance's records as evidence in any legal proceeding on the ground that the records are not originals, are not in writing, are hearsay, or are documents containing information extracted from a computer.

Notwithstanding any other provision of this Agreement to the contrary, the following provisions of this Agreement, and all other provisions necessary for their interpretation or enforcement, will survive indefinitely after the termination of this Agreement and remain in full force and effect and be binding upon the parties as applicable: 13 (Disclaimer, Liability Exclusion, Liability Limitation); 14 (Ownership and Permitted Uses of the Website); 16 (Other Businesses and Sites); 18 (Postings and Submissions), 19 (Termination); 20 (Governing Law and Dispute Resolution); and 21 (Other Matters).

The parties have expressly requested and required that this Agreement and all other related documents be drawn up in the English language. *Les parties conviennent et exigent expressément que cette convention et tous les documents qui s'y rapportent soient rédigés en anglais.*
Any rights not expressly granted by this Agreement are reserved to Canadian Direct Insurance.

This Agreement is subject to change without notice.