

## TERMS OF USE

### 1. Acceptance of Terms of Use

These Terms of Use of Manulift E.M.I. Ltd.'s site constitute a legal agreement (the "**Agreement**") between you and Manulift E.M.I. Ltd. (the "**Company**," "**we**," "**our**," "**us**"). The following terms of use, together with any additional documents and/or conditions that they specifically include by reference (collectively, these "**Terms of Use**") govern your access and use, including any content, functionality and services offered via <https://www.manulift.ca> and its sub-domains (hereinafter collectively referred to as the "**Site**").

By accessing the Site, you agree to be bound by and to comply with this Agreement, our Privacy Policy, found at [https://www.manulift.ca/legal/en/Privacy\\_policy.pdf](https://www.manulift.ca/legal/en/Privacy_policy.pdf) ("**Privacy Policy**"), and our Cookie Notice ("**Cookie Policy**"), found at [https://www.manulift.ca/legal/en/Cookie\\_notice.pdf](https://www.manulift.ca/legal/en/Cookie_notice.pdf), included herein by reference. If you do not accept these Terms of Use, the Privacy Policy or the Cookie Policy, you may not access or use the Site. If you use the Site from a country other than Canada, you are still bound by this Agreement.

### 2. Changes to Terms of Use and the Site

We reserve the right, at our sole discretion, to revise and update these Terms of Use from time to time. All of these changes are effective upon publication and apply to all access to and continued use of the Site. You agree to periodically review the Terms of Use to review these changes, and your continued use shall constitute your acceptance of said changes.

### 3. Use of Site, creation of account and security

The security of your Personal Information (as defined in the Privacy Policy) is very important to us. We use physical, electronic and administrative measures designed to protect your Personal Information from accidental loss and unauthorized access, use, modification and disclosure.

The safety and security of your Personal Information also depends on you. Users are responsible for obtaining their own access to the Site. Users are required to ensure that all persons accessing the Site through the user's internet connection are aware of and comply with these Terms of Use. The Site, including its content or areas, may require the user to be registered. Your use of the Site is conditioned by the fact that all the information you provide on the Site is accurate, current and complete.

Unfortunately, the transmission of information via the Internet is not completely secure. While we do our best to protect your Personal Information, we cannot guarantee the security of your Personal Information transmitted on our Site. Any transmission of Personal Information is at your own risk. We are not responsible for the bypass of the privacy settings or security measures contained on the Site.

The fact that you provide registration information and submit information to the Site through features such as applications, **chat rooms, interest groups emails, profiles, forums and bulletin boards** (collectively, the "**Interactive Functions**") constitutes your consent to any action we take with respect to such Personal Information in accordance with our Privacy Policy, which can be found at [https://www.manulift.ca/legal/en/Privacy\\_policy.pdf](https://www.manulift.ca/legal/en/Privacy_policy.pdf) and our Cookie Policy [https://www.manulift.ca/legal/en/Cookie\\_notice.pdf](https://www.manulift.ca/legal/en/Cookie_notice.pdf).

Any user name, password or other information chosen by you, or provided to you as part of our security procedures, must be handled confidentially and not disclosed to any other person or entity. You must exercise caution when accessing your account from a public or shared computer so that others are unable to view or record your password or other personal information. You understand and agree that if an account is provided to you, it is your personal account and you agree not to allow any other person to access this Site or parts thereof using your user name, password or other security information. You agree to inform us immediately of any unauthorized access or use of your user name or password, or any other security violation. You also agree to make sure to log out of your account at the end of each session. You are responsible for any improper use of the password or unauthorized access.

We reserve the right, at any time and from time to time, to deactivate or terminate your account, any user name, password or other identifier, whether chosen by you or provided by us, at our sole discretion, for any reason or not, including any breach of any of the provisions of these Terms of Use.

You may not attempt to circumvent or breach the security of this Site, including, without limitation:

- a) Accessing content and data not intended for you;
- b) Attempting to violate or violating unauthorized security and/or authentication measures;
- c) Restricting, disrupting or disabling the service to users, hosts, servers or networks;
- d) Unlawfully reproducing the TCP/IP packet header;
- e) Disrupting network services and otherwise disrupting the Site owner's ability to monitor the Site;
- f) Using a robot, web search engine ("spider") or any other automated device, process or means to access the Site for any purpose, including monitoring or copying any part of the Site;
- g) Introducing a virus, Trojan Horse, worm, logic bombs or other malicious or technologically harmful element;

- h) Attacking the Site through a denial-of-service attack, distributed denial-of-service attack, mail bombing or crashing; and
- i) Interfering with the proper functioning of the Site by any other attempt.

#### **4. Intellectual Property Rights**

You understand and agree that all rights, titles and interests in all content, features and functionality of the Site, including, without limitation, all information, documents, software, codes, data text, displays, graphics, photographs, technology, images, logos, videos, audio, music, broadcast, design, presentation, layout, selection and setup of the Site, are the exclusive property of the Company, its licensors or other suppliers, as applicable. Said intellectual property is protected by Canadian, U.S. and international laws relating to copyright, trademarks, patents, trade secrets and other intellectual property or property rights.

“Manulift” and the Manulift logo and any other Manulift logo, product and service name are trademarks or registered trademarks of Manulift and are protected by Canadian copyright, trademark and other property laws (including intellectual property laws).

You may download, save and print excerpts from the Site solely for your personal use. You may not publish, retransmit, redistribute, alter, republish or create derivative works of any or all of the Site’s content, or use the Site for commercial purposes, without our prior written consent. Users are not permitted to modify copies of any material from this Site, or to delete or alter notices of copyright, trademarks or other proprietary rights found on copies of materials from this Site.

With the exception of the preceding, none of the elements may be copied, reproduced, republished, downloaded, displayed, exhibited, transmitted or distributed in any manner whatsoever, and nothing on the Site should be construed as granting any licence to our intellectual property rights, whether by estoppel, implication or otherwise.

#### **5. Terms of Use and standards for user submissions and Site content**

As a condition of access and use, you agree to use the Site solely for legal purposes and in accordance with these Terms of Use.

The following content standards apply to all content, suggestions, ideas, materials and information that a user submits, posts, displays or transmits to the Site, to other users or to other persons (the “**Contribution**”) and all interactive functions.

Without limiting the preceding, you warrant and agree that your use of the Site and any Contribution shall not:

- a) Violate the rights (including advertising and privacy rights) of others or contain any material that may result in civil or criminal liability under applicable laws or regulations, or that may conflict with these Terms of Use, Privacy Policy and Cookie Policy;
- b) Include or contain any material that is obscene, harmful, threatening, abusive, harassing, hateful, defamatory, sexually explicit or pornographic, violent, inflammatory or discriminating based on race, sex, religion, nationality, disability, sexual orientation or age, or any other prohibited or otherwise objectionable ground, with such determination to be made at the sole discretion of the Company;
- c) Attempt to exploit or harm any person (including minors) in any manner whatsoever by exposing them to inappropriate or other content, or request personal information as prohibited by applicable laws and regulations;
- d) Provide or contribute to any false, inaccurate or misleading information;
- e) Be used to impersonate any person or to misrepresent your identity or relationship to any person or organization;
- f) Encourage any other conduct that restricts or prevents the use or enjoyment of the Site by any person, or that we believe may harm or expose the Company or users of the Site to liability;
- g) Needlessly cause any inconvenience or stress, or be likely to upset, embarrass or alarm any other person;
- h) Promote any illegal activity or advocate, promote or assist any illegal act;
- i) Give the impression that they come from us or any other person or entity, or that they are approved by us, if they are not.

#### **6. Contribution**

The Company considers any Contribution transmitted via the Site to be non-confidential and non-exclusive. By submitting a Contribution on the Site, you grant us, our affiliates and service providers, as well as each of their respective licensees, successors and assigns, the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material, for any purpose whatsoever and within the parameters of your account, and/or incorporate such material in any form, on any medium or technology, anywhere in the world, without any compensation for you. Moreover, you waive any moral rights with regard to any Contribution.

By submitting a Contribution, you represent and warrant that you possess or have the required rights to submit a Contribution and that you are entitled to grant the licence hereto to us and our affiliates and service providers, as well as each of their and our respective licensees, successors and assigns relating to the Contribution, and to comply with these Terms of Use. You represent

and warrant that the Contribution complies with the applicable laws and regulations and the standards related to the Contribution and the Site content set out in these Terms of Use.

You understand and agree that it is you, and not the Company or its respective directors, officers, employees, agents, service providers, contractors, licensors, suppliers or successors, who are fully responsible for any Contribution that you submit or make, and you are fully liable, including to any third party, for such content and its accuracy. We are not responsible or legally liable to any third party for the content or accuracy of any Contribution submitted by you or any other user of the Site.

## **7. Site monitoring and enforcement, suspension and termination**

The Company is entitled, without notice, to:

- Withdraw or refuse to publish on the Site, at its sole discretion, any Contribution for any reason whatsoever or even without any reason;
- At any time, take action with respect to any Contribution deemed necessary or appropriate at our sole discretion, including, without limitation, for a breach of the Site and the Site content;
- Take appropriate legal action, including, without being limited to, referral to law enforcement or regulatory authorities, or notification to the injured party of any illegal or unauthorized use of the Site. Without limiting the preceding, we have the right to cooperate fully with law enforcement authorities or with any court order to request or ordering us to disclose the identity or other information of any person posting documents on or through the Site;
- Terminate or suspend your access to the Site in whole or in part for any reason, including, without being limited to, any breach of these Terms of Use.

You understand and acknowledge that you, and not the Company, are solely responsible for the content of any Contribution you submit, including its legality, reliability, accuracy and relevance. Any content uploaded, expressed or submitted on the Site, other than content provided by the Company, only constitutes the opinion and responsibility of the person or entity that produces it, and does not necessarily reflect the views of the Company. We are not responsible or liable to a third party for the content.

## **8. Confidentiality**

By submitting your Personal Information and using our Site, you consent to the collection, use, reproduction, hosting, transmittal and disclosure of the Contribution in accordance with our Privacy Policy found at [https://www.manulift.ca/legal/en/Privacy\\_policy.pdf](https://www.manulift.ca/legal/en/Privacy_policy.pdf), as deemed necessary by us for the use of the Site and the delivery of services.

By using this Site, you agree to the use of cookies, which allow a server to recall previous requests or entries and/or IP addresses to analyze the Site's usage patterns. You can set up your browser to notify you before receiving a cookie, which allows you to decide whether or not to accept it. You can also configure your browser to disable cookies. However, if you do so, some parts of the Site may not function properly. For more information on these automatic information collection practices, see [https://www.manulift.ca/legal/en/Cookie\\_notice.pdf](https://www.manulift.ca/legal/en/Cookie_notice.pdf).

## **9. Third-Party Websites**

We make no representations about the other websites that can be accessed from the Site. If you choose to access these sites, you do so at your own risk. We have no control over the content of these third-party sites and accept no responsibility for these sites or for any loss or damage that may result from your use of these sites. You are subject to all the terms of use and privacy policies of these third-party sites.

These links to third-party sites from the Site may include links to certain social media functions that allow you to link or transmit, on your own or through certain third-party websites, certain content from the Site. You can only use these features when they are provided by us and only for the content identified.

You can create a link to our home page provided you do so in a fair and legal manner and do not damage our reputation or derive any profit from it. You must not create a link that suggests some form of association, endorsement or support from us where none exists. Our Site must not be framed at another site, and you may not create a link to any part of our Site other than the home page. We reserve the right to withdraw the authority to create links without notice. The Site in which you create a link must fully comply with the Terms of Use and the standards related to the Submissions and Site content. You agree to cooperate with us to immediately cease any unauthorized framing or links.

## **10. Warranty Disclaimer**

If you live in a region that does not permit the disclaimers of warranties or exclusions or limitations of liability set out in section 11 below (which may be the case if you are a consumer residing in Quebec), these exclusions or limitations will not apply to you, but only insofar as they are not permitted. In such cases, such exclusions or limitations are limited to the full extent permitted by applicable legislation.

ALL INFORMATION (INCLUDING TEXT, IMAGES, GRAPHICS, LINKS AND OTHER MATERIAL) ON THE WEBSITE IS PROVIDED "AS IS" AND "AS AVAILABLE." THE COMPANY, ANY OF ITS SUBSIDIARIES, ANY MEMBER OF THE BOARD OF DIRECTORS, ITS OFFICERS, PERSONNEL, PARTNERS, VENDOR LICENSORS AND AFFILIATES EXPRESSLY DISCLAIM HEREIN, TO THE EXTENT PERMITTED BY LAW, ANY REPRESENTATION, CONDITION OR WARRANTY OF ANY KIND, WHETHER LEGAL, EXPRESSED OR

IMPLIED, NAMELY ARISING BY LAW OR BY STATUTE, OR BY THE COURSE OF DEALING OR USAGE OF TRADE, INCLUDING WARRANTIES AND CONDITIONS OF MERCHANTABILITY, OF QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, OF OWNERSHIP, OF NON-INFRINGEMENT OR OF THE OPERATION OF THIS WEBSITE, OF THE CONTENT OR USER CONTENT.

NEITHER THE COMPANY OR ANY OF ITS SUBSIDIARIES, A MEMBER OF THE BOARD OF DIRECTORS, ITS OFFICERS, PERSONNEL, PARTNERS, VENDOR LICENSORS AND AFFILIATES WARRANT OR REPRESENT THAT (I) THE SITE WILL SATISFY YOUR REQUIREMENTS (II) THE SITE WILL BE AVAILABLE WITHOUT INTERRUPTION, AT THE RIGHT TIME, WILL BE SECURE AND NOT HAVE ANY ERRORS, OR (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE, INCLUDING THE INFORMATION AND MATERIALS ON THIS WEBSITE, WILL BE ACCURATE, COMPLETE, RELIABLE OR WILL OTHERWISE MEET YOUR REQUIREMENTS.

**11. Limitation of liability**

TO THE EXTENT PERMITTED BY LAW, THE COMPANY, ANY OF ITS SUBSIDIARIES, ANY MEMBER OF THE BOARD OF DIRECTORS, ITS OFFICERS, PERSONNEL, PARTNERS, VENDOR LICENSORS AND AFFILIATES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, WITHOUT BEING LIMITED TO, ANY BODILY INJURY OR DEATH, LOSS OF PROFITS, DATA OR ENJOYMENT, OR ANY OTHER INTANGIBLE LOSS ARISING FROM (I) YOUR ACCESS OR USE OF THE SITE; (II) THE BEHAVIOUR OF OR CONTENT SUBMITTED BY THIRD PARTIES ON THE SITE; (III) ANY CONTENT OBTAINED ON THE SITE; (IV) UNAUTHORIZED ACCESS, USE OR MODIFICATIONS DURING THE TRANSMITTAL AND DELIVERY OF CONTENT BY USERS, WHETHER BASED ON WARRANTY, AGREEMENT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY.

**12. Indemnification**

To the maximum extent permitted by applicable law, you agree to defend, indemnify and hold harmless the Company, its parent company, licensors, suppliers, partners, subsidiaries, affiliates, and their respective directors, officers, employees, agents, service providers, contractors, licensors, suppliers, successors and assigns, against all claims, liability, damages, judgments, awards, losses, costs, expenses or fees (including reasonable professional and legal fees) arising out of or related to your breach of these Terms of Use, Privacy Policy, Cookie Policy or your use of the Site, including, but not limited to, your Contributions, third-party sites, any use of the Site's content, services and products other than what is expressly permitted in these Terms of Use.

**13. Applicable law and choice of forum**

The Site and these Terms of Use are governed by and construed in accordance with the laws of the Province of Québec and the federal laws of Canada applicable thereto, without giving effect to any provision, principle or rule of choice of law or conflict of law, and without regard to your domicile, residence or physical location.

Any action or proceeding arising out of or in connection with this Site and these Terms of Use shall be brought before the courts of the Province of Québec and/or the Federal Court of Canada, and each party irrevocably submits to the exclusive jurisdiction of such courts in respect of such action or proceeding. You waive any objection to the exercise of jurisdiction over you by said courts and the jurisdiction of said tribunals.

**14. Waiver**

Except as otherwise provided in this Agreement, the fact of not exercising or delaying the exercise of any right, remedy, power or privilege arising from these Terms of Use shall not or may not be construed as a waiver of such right, remedy, power or privilege, and any single or partial exercise of any right, remedy, power or privilege hereunder shall not prevent the subsequent exercise of such right, remedy, power or privilege, or the exercise of any other right, remedy, power or privilege.

**15. Severability**

If any of the terms or provisions of these Terms of Use is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect the other terms or provisions of these Terms of Use nor shall it invalidate or render such a term or provision unenforceable in any other jurisdiction.

**16. Complete agreement**

The Terms of Use, Privacy Policy and Cookie Policy are the sole and exclusive agreement between you and Manulift E.M.I. Ltd. concerning the Site and supersede all prior and contemporaneous written and oral agreements, covenants, representations and warranties relating thereto.

**17. Reports and contact information**

This Site is operated by:

**Manulift E.M.I. LTD.**  
100 Rue d'Anvers  
Saint-Augustin-de-Desmaures (Québec)  
G3A 1S4

If you are aware of any improper use of the Site, including defamatory conduct, you must report it to the Company at [info-protection@manulift.ca](mailto:info-protection@manulift.ca).

All other feedback, comments, requests for technical assistance and other communications concerning the Site must be sent to [info-protection@manulift.ca](mailto:info-protection@manulift.ca).

DATE: September 20, 2022