

Terms of Use

Introduction

Please read our Terms of Use carefully before using the website <http://www.canadianLTCi.ca> and the marketing trade name "Canadian LTCi" (the "LTCWebSite"). By using the LTCWebSite, you agree to be bound by these Terms of Use. If you do not agree with any part of these Terms of Use, you must not use the LTCWebSite. Your continued use of the LTCWebSite will constitute your acceptance of these Terms of Use, as may be modified by <http://www.canadianLTCi.ca> at any time without notice to you. Please check this page every time you visit the LTCWebSite for updates.

1 General

- 1.1 Access to and use of the LTCWebSite is subject to these Terms of Use and our Privacy Policy. By accessing and using the LTCWebSite you agree to be bound by and to act in accordance with these Terms of Use and our Privacy Policy. If you do not agree to these Terms of Use or our Privacy Policy, you are not permitted to access and use the LTCWebSite and you should cease such access and/or use immediately.
- 1.2 If you breach any term of these Terms of Use, your right to access and use of the LTCWebSite shall cease immediately.
- 1.3 We reserve the right to amend these Terms of Use from time to time without notice by amending this page. The amended Terms of Use will be effective from the date they are posted on the LTCWebSite. As these Terms of Use may be amended from time to time, you should check them every time you visit the LTCWebSite. Your continued use of the LTCWebSite will constitute your acceptance of the amended Terms of Use.
- 1.4 We may terminate these Terms of Use and/or the products or services offered by the LTCWebSite at any time without notice to you, if in our sole judgment, you breach any term or condition of these Terms of Use. Upon termination, you must discontinue all use of the information contained on the LTCWebSite and destroy the materials you have obtained from the LTCWebSite, including all related documentation and copies.
- 1.5 "Canadian LTCi" is a registered trade name of National Best Inc.

2 Our Service

- 2.1 We provide an independent online service which enables you to research and compare Canadian Long Term Care Insurance while using the LTCWebSite. Our comparison service is free for you to use.
- 2.2 Please be aware that nothing on the LTCWebSite is an endorsement by us in respect to a product or service we refer to. Rather, the LTCWebSite holds lists of recommendations that can help advise various products and services, and information is provided for general purposes only. Information should not be relied upon, as it is provided for you to select the product or service that you feel is most appropriate to meet your needs. You should always check the suitability, adequacy and appropriateness of the product or service that is of interest to you and it is your sole decision whether to obtain or refrain from obtaining any product or service. If you are in any doubt as to the suitability, adequacy or appropriateness of any product or service referred to on the LTCWebSite, we suggest that you seek independent professional advice before you obtain any product or service via the LTCWebSite.
- 2.3 We aim to provide uninterrupted access to the LTCWebSite but we give no warranty as to the uninterrupted availability of the LTCWebSite. We reserve the right to suspend, restrict or terminate your access to the LTCWebSite at any time.

2.4 We reserve the right to add, amend, delete, edit, remove or modify any information, content, material or data displayed on the LTCWebSite and without notice from time to time.

3 Permitted use

3.1 You are only permitted to access and use the LTCWebSite for your personal, non-commercial purposes, meaning the LTCWebSite may only be accessed and used directly by a private individual or by a business to seek a product or service directly for that individual or business and on their own behalf. Access to and use of the LTCWebSite other than for your personal, non-commercial purposes is strictly prohibited.

3.2 You are not permitted to use the LTCWebSite: In any unlawful, fraudulent or commercial manner. To harm, threaten, abuse, embarrass, defame, libel, intimidate or harass another person, or in a way that invades another person's privacy or is obscene, offensive, hateful, indecent, inappropriate, objectionable, unacceptable, discriminatory or damaging as determined by us. To create, check, confirm, update, modify or amend your own or another person's databases, records or directories. To tamper with, modify, reverse engineer or amend any part of the LTCWebSite. In a way that interferes with, disrupts or imposes an unreasonable or disproportionately large burden on our communications and technical systems as determined by us. Using any automated software, process, program, robot, web crawler, spider, data mining, trawling or other 'screen scraping' software, process, program or system.

3.3 You may operate a link to the LTCWebSite provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, as determined by us. You must not operate a link to the LTCWebSite in such a way as to suggest or imply any form of association, approval or endorsement by us. We reserve the right to require you to immediately remove any link to the LTCWebSite at any time and we may withdraw any linking permission at any time.

4 Intellectual property rights

4.1 The copyright in the information, content, material or data displayed on the LTCWebSite belongs to us. You may temporarily print, copy, download or store extracts of information, content, material or data displayed on the LTCWebSite for your own personal use, subject to the following conditions: It may not be used for any commercial purposes and may not be commercially exploited, published, distributed, extracted, reutilized or reproduced without our prior written consent. You may not use any automated software, process, program or system, robot, web crawler, spider, data mining, trawling or other 'screen scraping' software, process, program or system. It may not be sold or transferred to any third party. The copy must retain any copyright or other intellectual property notices contained in the original material. Images displayed on the LTCWebSite are protected by copyright and may not be reproduced or appropriated in any manner without the prior written consent of their respective owner(s). No logos, trade marks or service marks displayed on the LTCWebSite may be printed or downloaded, except as part of the text of which they form part. You must not modify the paper or digital copies of such information, content, material or data. It may not be excerpted, utilized, used, reproduced, published, reformatted and/or displayed on any other website without our prior written consent. The status of us and our licensors as the authors of such information, content, material or data must be acknowledged.

4.2 All intellectual property rights including, without limitation, all copyright, design rights, patents, inventions, logos, business names, trading names, service marks and trade marks, internet domain names, moral rights, rights in databases, data, source codes, software, specifications, know how, processes and business methods (in all cases whether registered or unregistered and including all rights to apply for registration) in and relating to the LTCWebSite (including information, content, material or data displayed on it) belong to us and all such rights are reserved.

4.3 Except as set out elsewhere in these Terms of Use, none of the intellectual property rights belonging to us or our licensors in and relating to the LTCWebSite (including information, content, material or data displayed on it) may be used, copied, modified, published,

extracted, utilized, transmitted, displayed, sold, excerpted, reverse engineered, made available, reproduced, reformatted or distributed by you without our prior written consent.

- 4.4 You shall retain ownership of any views, opinions, reviews, ratings, comments, content or material you submit, display, distribute, upload, post, share, publish or otherwise make publicly available on or through the LTCWebSite ("User Content"). You grant us a perpetual, irrevocable, transferable, worldwide, royalty free and unlimited license to use, modify, keep, share, sell, save, copy, distribute, publish, display, excerpt, reproduce, utilize, extract, make available and transmit such User Content in any manner and for any purpose.

Sections 5, 6 and 7 are important and you should read them carefully as they exclude or limit our liability to you and detail your responsibilities.

5 Limits to our liability

- 5.1 Nothing in these Terms of Use excludes or limits our liability for death or personal injury caused by our negligence or for our fraud or fraudulent misrepresentation.
- 5.2 While we use reasonable endeavors to ensure information on the LTCWebSite is accurate, up to date and will correct errors after becoming aware - we do not check, monitor, review, verify or endorse, and are not responsible or liable for any loss or damage you may suffer or incur in connection with, any information, content, material or data collected from or provided by third parties which is displayed on or is otherwise available from the LTCWebSite or any third party websites. Such information, content, material or data may be inaccurate, incomplete or out of date. It is your responsibility to check that such information, content, material or data is accurate, complete, correct and up to date.
- 5.3 Any views, opinions, advice, reviews, ratings or comments on the LTCWebSite or any third party websites which are made by third parties (including User Content as described in paragraph 4.4) do not represent our views, opinions or advice, should not be relied upon by you and are not checked, monitored, reviewed, verified or endorsed by us. We are not responsible or liable for any loss or damage you may suffer or incur in connection with such views, opinions, advice, reviews, ratings or comments including in relation to their accuracy, truthfulness or completeness.
- 5.4 We do not give any warranty or guarantee that the LTCWebSite, any third party website or any information, content, material or data on the LTCWebSite or any third party website is free from viruses, spyware, malicious software, trojans, worms, logic bombs or anything else which may have a contaminating, harmful or destructive effect on any technology. You must ensure that you use appropriate virus checking software. We are not responsible or liable for any loss or damage you may suffer or incur in this regard where caused by any third party.
- 5.5 We are not responsible or liable for any loss or damage you may suffer or incur in connection with your use of the LTCWebSite which is caused by any event beyond our reasonable control including the electronic transmission of information, content, material and data over the internet and the interception or decryption of it by others.
- 5.6 We are not responsible or liable for any indirect loss or damage you may suffer or incur in connection with your use of the LTCWebSite (including any loss of savings you expect to make, loss of business or business opportunity, or loss of profit or revenue) or for any loss or damage you may suffer or incur in connection with your use of the LTCWebSite which was not foreseeable by us when you used the LTCWebSite.
- 5.7 We are not responsible or liable for any loss or damage you may suffer or incur in connection with any inability to access and use the LTCWebSite for any reason.

6 Disclaimer of Warranties.

- 6.1 Use of the LTCWebSite and/or the services is at your own risk. Neither the Materials, Submissions nor the Third Party Content have been verified or authenticated in whole or in part by <http://www.canadianLTCi.ca>, and they may include inaccuracies or typographical or

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- 6.2 <http://www.canadianLTCi.ca> has no liability for any errors or omissions in the Materials, Submissions and/or the Third Party Content. <http://www.canadianLTCi.ca> MAKES NO EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS, WARRANTIES, OR GUARANTEES IN CONNECTION WITH THE LTCWEBSITE, THE SERVICES, ANY MATERIALS, SUBMISSIONS OR THIRD PARTY CONTENT, RELATING TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED ON THE LTCWEBSITE, INCLUDING WITHOUT LIMITATION THE MATERIALS, THE THIRD PARTY CONTENT AND THE SUBMISSIONS OF OTHER USERS OF THE LTCWEBSITE. UNLESS OTHERWISE EXPLICITLY STATED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LTCWEBSITE, THE SERVICES, MATERIALS, THIRD PARTY CONTENT, SUBMISSIONS, AND ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED ON THE LTCWEBSITE IS PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" AND "WHERE-IS" BASIS WITH NO WARRANTY OF IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. <http://www.canadianLTCi.ca> DOES NOT PROVIDE ANY WARRANTIES AGAINST VIRUSES, SPYWARE OR MALWARE THAT MAY BE INSTALLED ON YOUR COMPUTER.

7 Your responsibilities

- 7.1 You must take all reasonable precautions (including using appropriate virus checking software) to ensure that any information, content, material or data you provide (including User Content as described in paragraph 4.4) is free from viruses, spyware, malicious software, trojans, worms, logic bombs and anything else which may have a contaminating, harmful or destructive effect on any part of the LTCWebSite or the websites of third parties or any other technology.
- 7.2 You must check and ensure that all information, content, material or data you provide on the LTCWebSite is correct, complete, accurate and not misleading and that you disclose all relevant facts. We do not accept any responsibility or liability for any loss or damage you may suffer or incur if any information, content, material or data you provide on the LTCWebSite is not correct, complete and accurate or if it is misleading or if you fail to disclose all relevant facts.

Privacy Policy:

Thank you for visiting our web site <http://www.canadianLTCi.ca> (the "LTCWebSite"). This privacy policy tells you how we use personal information collected on this site. Please read this privacy policy carefully before using the LTCWebSite or submitting any personal information. By using the LTCWebSite, you are accepting the practices described in this privacy policy. These practices may be changed, but any changes will be posted and changes will only apply to activities and information on a going forward, not retroactive basis. Note: the privacy practices set forth in this privacy policy are for this LTCWebSite only. If you link to other web sites, please review the privacy policies posted at those sites.

Collection of Information

We collect personally identifiable information that may include your full name, address, phone number, e-mail, date of birth, health and financial information, when voluntarily submitted by our visitors. The information you provide is only used to fulfill your specific request, unless you give us permission to use it in another manner.

Cookie/Tracking Technology

The LTCWebSite may use cookie and tracking technology depending on the features offered. Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to the LTCWebSite, and understanding how visitors use the LTCWebSite. Cookies can also help customize the LTCWebSite for visitors. Personal information cannot be collected via cookies and other tracking technology, however, if you previously provided personally identifiable information, cookies may be tied to such information. Aggregate cookie and tracking information may be shared with third parties.

Please note that we have display advertising implemented, and in use on our site. These displayed advertisements are displayed using remarketing through Google Analytics. Third-party vendors, including Google, display our ads on sites across the Internet. Both third-party vendors, and ourselves including Google, use first-party cookies such as Google Analytics cookies and third-party cookies such as DoubleClick cookies together to inform, optimize, and serve ads based on someone's past visits to our website. You can opt-out of Google Analytics for Display Advertising and customize Google Display Network ads using the Ads Preferences Manager. You can also use the Google Analytics opt-out browser add-on for most popular browsers.

Distribution of Information

We may share information with governmental agencies or other companies assisting us in fraud prevention or investigation. We may do so when:

1. permitted or required by law; or,
2. trying to protect against or prevent actual or potential fraud or unauthorized transactions; or,
3. investigating fraud which has already taken place.

The information is not provided to these companies for marketing purposes.

In order to provide you with proper service, we require you to provide us with relevant personal and financial information. We will not collect any data about you unless you have chosen to provide it to us. This information will be used by our qualified individuals to:

1. process your application;
2. provide you with an up to date, efficient, and reliable service;

By submitting your data you agree to this use.

Commitment to Data Security

Your personally identifiable information is kept secure. Only authorized individuals, agents and contractors (who have agreed to keep information secure and confidential) will have access to this information. We reserve the right to make changes to this policy. Any changes to this policy will be posted on the LTCWebSite.