

Legal Notice

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- 1. User Assent to Terms and Conditions of Service.** You represent that you have read and agree to be bound by the TERMS for www.encon.ca. You further agree: (i) to comply with the laws in the Province of Ontario regarding the transmission of any data obtained from the Service (as defined herein) in accordance with the TERMS; (ii) not to use the Service for illegal purposes; and (iii) not to interfere or disrupt networks connected to the Service.
- 2.** The content of this website contains only an outline of the coverages available under ENCON Group Inc insurance products. It is not intended to be taken as advice with respect to any individual situation and cannot be relied upon as such. Insureds should consult their insurance advisors with respect to their insurance needs.
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- 4. Restrictions on Use.** You may not use the Service for any illegal purpose or in any manner inconsistent with the TERMS. You agree to use the Service solely for the use and benefit of your own organization, and not for resale or other transfer to, or use by or for the benefit of, any other person or entity. You agree not to use, transfer, distribute or dispose of any information contained in the Service in any manner that could compete with the business of ENCON Group Inc. You acknowledge that the Service has been developed, compiled, prepared, revised, selected and arranged by ENCON Group Inc. and others (including certain other information sources) through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money and constitutes valuable intellectual property and trade secrets of ENCON Group Inc. and such

others. You agree to protect the proprietary rights of ENCON Group Inc. and all others having rights in the Service during and after the term of this agreement and to comply with all reasonable written requests made by ENCON Group Inc. or its suppliers of content, equipment or otherwise (“Suppliers”) to protect their and others’ contractual, statutory and common law rights in the Service. You agree to notify ENCON Group Inc. in writing promptly upon becoming aware of any unauthorized access or use of the Service by any party or of any claim that the Service infringes upon any copyright, trademark or other contractual, statutory or common law rights.

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6. **License.** You acquire no rights or licenses in or to the Service and materials contained therein other than the limited right to utilize the Service in accordance with the TERMS.
7. **Linking and Framing.** (1) By linking to this website, you represent that you have read and agree to be bound by the TERMS. (2) Upon linking to this site pursuant to the Terms, you will be granted a non-exclusive, non-transferable, royalty-free license to use the “ENCON Group Inc.” name solely for providing an underlined, textual link from your website to www.encon.ca, and for no other use; (3) You may include a link(s) on your website only to the www.encon.ca home page, currently located at <http://www.encon.ca> (“Home Page”) provided that you first send to ENCON Group Inc. via email to maria.menne@encon.ca: (a) your name or the name of the technical contact responsible for the link(s); (b) the name of your company; (c) the email address and telephone number for you or the technical contact responsible for the link(s); and (d) the website address(es) where the link(s) to the Home Page will appear; (4) Without specific, written consent by ENCON Group Inc., you specifically may not link to an internal or subsidiary page of this website that is located one

or several levels down from the Home Page (“deep link”), or bring up or present content of this website within another website (“frame”).

8. **Rights Reserved.** All present and future rights in and to trade secrets, patents, copyrights, trade names, trademarks, service marks, databases, know-how and other proprietary rights of any type under the laws of any governmental authority, domestic or foreign, including rights in and to all applications and registrations relating to the Service (the “IP Rights”) shall, as between you and ENCON Group Inc., at all times be and remain the sole and exclusive property of ENCON Group Inc. All present and future rights in and title to the Service (including the right to exploit the Service and any portions of the Service over any present or future technology) are reserved to ENCON Group Inc.
9. **Disclaimer and Limitation of Liability.** You agree that your use of the Service is at your sole risk and acknowledge that the Service and anything contained therein, including, but not limited to, content, services, goods or advertisements (the “Items”) are provided “AS IS” and that ENCON Group Inc. makes no warranty of any kind, express or implied, as to the Items, including, but not limited to, merchantability, noninfringement, title or fitness for a particular purpose or use. ENCON Group Inc. does not warrant that the Service is compatible with your equipment or is free of errors or viruses, worms or “Trojan horses” and is not liable for any damage you may suffer as a result of such destructive features. You agree that ENCON Group Inc., its Suppliers and its third-party agents shall have no responsibility or liability for: (i) any injury or damages, whether caused by the negligence of ENCON Group Inc., its employees, subcontractors, agents, Suppliers or otherwise arising in connection with the Service; or (ii) any fault, inaccuracy, omission, delay or any other failure in the Service caused by your computer equipment or arising from your use of the Service on such equipment. The content of other websites, services, goods or advertisements that may be linked to the Service is not maintained or controlled by ENCON Group Inc. ENCON Group Inc. is therefore not responsible for the availability, content or accuracy of other websites, services or goods that may be linked to, or advertised on, the Service. ENCON Group Inc. does not: (a) make any warranty, express or implied, with respect to the use of the links provided on, or to, the Service; (b) guarantee the accuracy, completeness, usefulness or adequacy of any other websites, services, goods or advertisements that may be linked to the Service; or (c) make any endorsement, express or implied, of any other websites, services, goods or advertisements that may be linked to the Service. ENCON Group Inc. is also not responsible for the reliability or continued availability of the telephone lines and equipment you use to access the Service. You understand that ENCON Group Inc. and/or third-party contributors to the Service may choose at any time to inhibit or prohibit their content from being accessed under the TERMS.
10. **Limitation of Liability.** Under no circumstances, including but not limited to negligence, shall ENCON Group Inc., its suppliers or its third-party agents be liable to you or any third party for direct, indirect, incidental, consequential, special, punitive or exemplary damages even if an authorized representative of ENCON Group Inc. Has been advised specifically of the possibility of such damages, arising from use of or inability to use the Service or any links or items on the Service or any provision of the TERMS, such as, but not limited to, loss of revenue or anticipated profits or lost business. (Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages.)

11. **Representations and Warranties.** You represent, warrant and covenant that you: (i) have the power and authority to enter into this agreement; (ii) are at least eighteen (18) years old; (iii) shall not use any rights granted hereunder for any unlawful purpose; and (iv) shall use the Service only as set forth in these TERMS.
12. **Indemnification.** You agree, at your own expense, to indemnify, defend and hold harmless ENCON Group Inc. and its employees, representatives, Suppliers and agents, against any claim, suit, action or other proceeding, to the extent based on or arising in connection with your use of the Service, or any links on the Service, including, but not limited to: (i) your use or someone using your computer's use of the Service; (ii) a violation of the TERMS by you or anyone using your computer; (iii) a claim that any use of the Service by you or someone using your computer infringes any IP Right (as herein defined) of any third party, or any right of personality or publicity, is libelous or defamatory, or otherwise results in injury or damage to any third party; (iv) any deletions, additions, insertions or alterations to, or any unauthorized use of, the Service by you or someone using your computer; or (v) any misrepresentation or breach of representation, warranty or covenant made by you contained herein. You agree to pay any and all costs, damages and expenses (including reasonable attorneys' fees) and costs awarded against or incurred by or in connection with or arising from any such claim, suit, action or proceeding.
13. **Termination.** Either you or ENCON Group Inc. may terminate this agreement with or without cause at any time and effective immediately. You may terminate by discontinuing use of the Service and destroying all materials obtained from the Service. This agreement will terminate immediately without notice from ENCON Group Inc. if ENCON Group Inc. determines, in its sole discretion, that you have failed to comply with any provision of these TERMS. Upon termination by you or upon notice of termination by ENCON Group Inc., you must promptly destroy all materials obtained from the Service and any copies thereof. Sections 2, 3, 7, 8, 9, 11, 12 and 13 shall survive any termination of this agreement.
14. **Governing Law.** These TERMS shall be governed and construed in accordance with the laws of the Province of Ontario without giving effect to conflicts-of-law principles thereof. You agree to submit to the personal jurisdiction of the provincial and federal courts with respect to any legal proceedings arising out of this agreement and waive any objection to the propriety or convenience of venue in such courts.
15. **Access Outside Canada.** If you choose to access the Service from outside Canada, you are responsible for compliance with foreign and local laws.
16. **Miscellaneous.** You acknowledge that ENCON Group Inc. has the right to change the content or technical specifications of any aspect of the Service at any time at ENCON Group Inc.'s sole discretion. You further accept that such changes may result in your being unable to access the Service.
17. **Official Correspondence.** Official Correspondence must be sent via postal mail to: ENCON Group Inc., 500-1400 Blair Place, Ottawa, Ontario K1J 9B8, Attention: Maria Menné, Webmaster.