

Last Revised October 20, 2015

WEBSITE TERMS AND CONDITIONS

Western Surety Company ("WSC", "Us" or "We") provides the westernsurety.ca website and various related services, including external social media sites (collectively, the "Site") to you, the user, subject to your compliance with all the terms, conditions, and notices contained or referenced herein (the "Terms"), as well as any other written agreement between us and you. In addition, when using particular services or materials on the Site, users shall be subject to any posted rules or guidelines applicable to such services or materials, which may contain terms and conditions in addition to those in these Terms. All such guidelines or rules are hereby incorporated by reference into these Terms. **BY ACCESSING OR USING THE SITE YOU AGREE TO BE BOUND BY THESE TERMS.**

You may use the Site only if you are legally able to form a binding contract in Saskatchewan, Canada or in your jurisdiction. If you are accepting the Terms on behalf of a corporation or other legal entity, you represent and warrant that you are authorized to do so.

As used in these Terms, references to our "Affiliates" include our owners, subsidiaries, affiliated companies, officers, directors, employees, agents, licensors, licensees, suppliers, partners, sponsors, and advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering the Site and/or its contents.

Changes in Site

We reserve the right, in our sole discretion, to either modify or discontinue the Site, including any of the related features, at any time with or without notice to you. We will not be liable to you or any third party should we exercise such right. Any new features that augment or enhance the then-current services on the Site shall also be subject to these Terms.

Availability

The products and services and information described in this site are available only in jurisdictions where they may be legally provided. Where products and services are available, they will be provided in accordance with additional terms and conditions.

Your Obligations

You are solely responsible for your use of the Site and any content you submit as part of your use of the Site, including content you submit to our external social media sites.

When using the Site, you agree to abide by the following standards:

- You will obey all applicable laws and regulations

- You will **not** submit any content (privately or publically) via forms on the Site, to our external social media sites, or to emails published on the Site that:
 - a. is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates our rules or policies;
 - b. victimizes, harasses, degrades, or intimidates an individual or group of individuals for any reason, including on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
 - c. infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary or intellectual property right of any party;
 - d. constitutes unauthorized or unsolicited advertising, junk or bulk email (also known as "spam"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
 - e. contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; and/or
 - f. impersonates any person or entity, including any of our employees or representatives.

In addition, you agree as follows with respect to your use of the Site:

- a. not to alter or modify any part of the Site;
- b. not to bypass, disable or otherwise interfere with any security-related features of the Site or features that prevent or restrict use or copying of any Site content or enforce limitations on use of the Site or the Site content;
- c. not to take any action that imposes or may impose (as determined by WSC in its sole discretion) an unreasonable or disproportionately large load on WSC's (or its third party providers') infrastructure;
- d. not to use or launch any system that accesses the Site automatically or to install or transmit any computer program or software on or via the Site;
- e. to act in a respectful and conscientious manner when using the Site;

- f. not to use the communication systems provided by the Site for any commercial solicitation purposes, except for as expressly permitted by WSC;
- g. not to solicit, for commercial purposes, any users of the Site;
- h. that you are not entitled to remuneration or compensation of any kind from us for your use of the Site; and
- i. not to use the Site for any commercial purpose not intended to be allowed by the Site without our prior written consent, including but not limited to:
 - i. the sale of access to the Site;
 - ii. the sale of advertising, sponsorships, or promotions placed on or within the Site or its content; and/or
 - iii. the sale of advertising, sponsorships, or promotions on any page of an ad-enabled blog or website containing Site content (other than your user content) delivered via the Site, unless other material not obtained from us appears on the same page and is of sufficient value to be the basis for such sales.

We neither endorse nor assume any liability for the contents of any material on the Site, including material uploaded or submitted by third party users of the Site.

You may not use your account or the Site to breach security of another account or attempt to gain unauthorized access to another network or server. Not all areas of the Site may be available to you or other authorized users of the Site. You shall not interfere with anyone else's use and enjoyment of the Site or other similar services. Users who violate systems or network security may incur criminal or civil liability.

YOUR FAILURE TO COMPLY WITH ANY OF THE ABOVE CONDITIONS AND RESTRICTIONS OF USE CONSTITUTES GROUNDS FOR US TO IMMEDIATELY, AND IN OUR SOLE DISCRETION, TERMINATE YOUR ACCESS TO AND USE OF THE SITE AND ITS CONTENTS. You agree that we may at any time, and at our sole discretion, terminate your membership, account, or other affiliation with the Site without prior notice to you for violating any of the above provisions. **IN SUCH EVENT, WE SHALL HAVE NO LIABILITY TO YOU OR ANY THIRD PARTY FOR YOUR FAILURE TO COMPLY WITH THE TERMS OR ANY LOSSES OR DAMAGES THAT MAY RESULT FROM YOUR USE OF THE SITE, NOR FOR ANY INTERRUPTION OR TERMINATION OF YOUR ACCESS OR USE OF THE SITE.**

In addition, you acknowledge that we will cooperate fully with investigations of violations of systems or network security at other Site, including without limitation cooperating with law enforcement authorities in investigating suspected criminal violations.

Account Registration

As a condition to using certain aspects of the Site, you may be required to register an account with WSC and select a username and password. Should you register an account, you shall provide WSC with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of these Terms, which may result in immediate termination of your WSC account. You are solely responsible for activity that occurs on your account and shall be responsible for maintaining the confidentiality of your account password.

Disclaimers

WSC cannot guarantee and does not promise any specific results from use of the Site. The material on the Site is provided solely for general information purposes and does not constitute professional advice of any nature and does not constitute an offer to buy or sell any goods or services.

Third Party Sites and Information

The Site may link you to other sites on the Internet or otherwise include references to information, documents, software, materials and/or services provided by other parties. These other sites and parties are not under our control, and you acknowledge that we are not responsible for the accuracy, copyright compliance, privacy practices, legality, decency, or any other aspect of the content of such sites, nor are we responsible for errors or omissions in any references to other parties or their products and services. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with, the sites or party by us, or any warranty of any kind, either express or implied. You hereby agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against us and our Affiliates with respect such links, website and third party information, and, to the extent permitted by applicable law, agree to indemnify and hold us and our Affiliates harmless to the fullest extent allowed by law regarding all matters related to your use of the Site.

Intellectual Property Information

For purposes of these Terms, "content" is defined as any information, data, communications, software, photos, video, graphics, music, sounds, and other material and services that can be viewed by users on the Site. This includes message boards, chat, and other original content.

By accepting these Terms, you acknowledge and agree that all content presented to you on the Site is protected by copyrights, trademarks, service marks, patents or other proprietary or intellectual property rights and laws, and is the sole property of WSC and/or its Affiliates. Except for a single copy made for personal, non-commercial use only, you may not copy, reproduce, modify, republish, upload, post, transmit, sell, license, distribute or otherwise exploit any documents or information from the Site in any form or by any means without prior written permission from us or the specific content provider, and you are solely responsible for obtaining permission before reusing any copyrighted material that is available on the Site. Any

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Unauthorized Use of Materials

Please do not submit confidential or proprietary information to us unless we have mutually agreed in writing otherwise. Subject to our Privacy Policy, any communication, content or material that you transmit to the Site or to us, whether by electronic mail, post, or other means, for any reason, will be treated by default as non-confidential and non-proprietary.

While you retain rights in such communications, content or material, you grant us and our Affiliates a non-exclusive, irrevocable, royalty-free and fully paid-up, perpetual, sublicenseable, transferable and universal right and license to:

1. copy, distribute, display, perform, publish, translate, adapt, modify, and otherwise use such material for any purpose regardless of the form or medium (now known or not currently known) in which it is used;
2. (and to allow other users to) stream, transmit, playback, download, display, feature, distribute, collect, and otherwise use the content and material, in connection with the provision of the services available on the Site; and
3. use and publish, and to permit others to use and publish, the name(s), trademarks, likenesses, and personal and biographical materials of you and the members of your group, in connection with the provision of the services available on the Site.

You also waive your moral rights in such communications, content or material in favour of WSC and our Affiliates.

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You shall be solely responsible for your content and the consequences of submitting your content to us and the Site. Where you are uploading or posting any information or other content to the Site, you represent and warrant to us that you have the right to post this content and to grant the licenses to us described in these Terms, that such content contains no viruses or other malicious programming, that its posting does not infringe the intellectual property rights of another person, and that the content does not breach any of the provisions of these Terms.

Disclaimer of Warranties

ALL MATERIALS AND SITE ON THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (A) THE SITE AND MATERIALS WILL MEET YOUR REQUIREMENTS OR BE FIT FOR YOUR PURPOSE OR PARTICULAR USE, (B) YOUR USE OF OR ACCESS TO THE SITE AND MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR MATERIALS WILL BE EFFECTIVE, ACCURATE OR RELIABLE, OR (D) THE QUALITY OF ANY PRODUCTS, SITE, OR INFORMATION PURCHASED OR OBTAINED BY YOU FROM THE SITE FROM US OR OUR AFFILIATES WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS OR DEFECTS.

THE SITE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS. WE MAY MAKE CHANGES TO THE MATERIALS AND SITE AT THE SITE, INCLUDING THE PRICES AND DESCRIPTIONS OF ANY PRODUCTS LISTED HEREIN, AT ANY TIME WITHOUT NOTICE. THE MATERIALS OR SITE AT THE SITE MAY BE OUT OF DATE, AND WE MAKE NO COMMITMENT TO UPDATE SUCH MATERIALS OR SITE.

THE SITE COULD INCLUDE BUGS, VIRUSES, TROJAN HORSES, OR OTHER DAMAGING OR MALICIOUS COMPUTER PROGRAMS OR SOFTWARE, AND THE SITE PROVIDED COULD BE INTERRUPTED OR CEASED FROM TIME TO TIME. THE USE OF THE SITE OR THE DOWNLOADING OR OTHER ACQUISITION OF ANY MATERIALS THROUGH THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH THREATS OR ACTIVITIES.

Through your use of the Site, you may have the opportunities to engage in commercial transactions with other users and vendors. You acknowledge that all transactions relating to any merchandise or services offered by any party, including, but not limited to the purchase terms, payment terms, warranties, guarantees, maintenance and delivery terms relating to such transactions, are agreed to solely between the seller or purchaser of such merchandise and/or services and you. WE MAKE NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH, OR IN CONNECTION WITH THE SITE, AND YOU UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY PRODUCTS, SITE, MATERIALS, OR INFORMATION AVAILABLE ON OR THROUGH THE SITE FROM A THIRD PARTY IS PROVIDED SOLELY BY SUCH THIRD PARTY, AND NOT BY US OR ANY OF OUR AFFILIATES.

Content available through the Site often represents the opinions and judgments of an information provider, site user, or other person or entity not connected with us. We do not endorse, nor are we responsible for the accuracy or reliability of any opinion, advice, or statement made by anyone other than an authorized WSC spokesperson speaking in his/her official capacity. You understand and agree that temporary interruptions of the services available through the Site may occur as normal events. You further understand and agree that we have no control over third party networks you may access in the course of the use of the Site, and therefore, delays and disruption of other network transmissions are completely beyond our control.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability

IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES OR LOSSES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SITE OR OF ANY WEBSITES REFERENCED OR LINKED TO FROM THE SITE.

FURTHER, WE SHALL NOT BE LIABLE IN ANY WAY FOR THIRD PARTY GOODS AND SITE OFFERED THROUGH THE SITE OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS THROUGH THE SITE, INCLUDING WITHOUT LIMITATION THE PROCESSING OF ORDERS.

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

IN THE EVENT THAT ANY CLAIM OR LIABILITY ARISES AGAINST US, OUR AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT, YOUR USE OF THE SITE AND/OR RELATED SITE OR ANY OTHER CIRCUMSTANCE GIVING RISE TO LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES ONLY, AND SUCH DIRECT DAMAGES SHALL NOT EXCEED \$50.

WSC has no special relationship with or fiduciary duty to you. You acknowledge that WSC has no control over, and no duty to take any action regarding: which users gains access to the Site; what content you access via the Site; what effects the content may have on you; how you may interpret or use the content; or what actions you may take as a result of having been exposed to the content. You release WSC from all liability for you having acquired or not acquired content through the Site.

Indemnification

UPON A REQUEST BY US, YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US AND OUR AFFILIATES HARMLESS FROM ALL LIABILITIES, CLAIMS, AND EXPENSES, INCLUDING SOLICITOR-CLIENT COSTS ON A FULL INDEMNITY BASIS, THAT ARISE FROM YOUR USE OR MISUSE OF THE SITE, YOUR VIOLATION OF ANY OF THE TERMS, YOUR VIOLATION OF ANY THIRD PARTY RIGHT, INCLUDING, WITHOUT LIMITATION, ANY INTELLECTUAL PROPERTY OR PRIVACY RIGHT, OR ANY CLAIM THAT YOUR CONTENT CAUSED DAMAGE TO A THIRD PARTY. WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, IN WHICH EVENT YOU WILL COOPERATE WITH US IN ASSERTING ANY AVAILABLE DEFENSES. THIS DEFENSE AND INDEMNIFICATION OBLIGATION WILL SURVIVE THESE TERMS AND YOUR USE OF THE SITE.

International Use

Although the Site may be accessible worldwide, we make no representation that materials on this Site are appropriate or available for use in locations outside Saskatchewan, Canada, and accessing them from territories or jurisdictions where their contents are illegal is prohibited. Those who choose to access the Site from other locations do so on their own initiative and are responsible for compliance with local laws. Any offer for any product, service, and/or information made in connection with the Site is void where prohibited.

We do not operate in the United States of America and are not affiliated in any way with any U.S. firms.

Termination of Use

You agree that we may, in our sole discretion, terminate or suspend your account or your access to all or part of the Site with or without notice and for any reason including, without limitation, breach of these Terms. Any suspected fraudulent, abusive or illegal activity may be grounds for termination and may be referred to appropriate law enforcement authorities.

Upon termination or suspension, regardless of the reasons therefore, your right to use the services available on the Site immediately ceases, and you acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Site. We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection with such termination or suspension.

Governing Law

The Site (excluding any linked site) is controlled by us from our offices within Saskatchewan, Canada. It can be accessed from all Canadian Provinces and Territories, as well as from other countries around the world. As each of these places has laws that may differ from those of Saskatchewan, by accessing this Site you agree with us that the statutes and laws of the Province

of Saskatchewan, without regard to any conflicts of laws principles or any other legislation of any other jurisdiction, will apply to all matters relating to the use of the Site and the purchase of products and services available through the Site. You agree to submit to the exclusive personal jurisdiction and venue of any court of competent jurisdiction within the Province of Saskatchewan for all matters arising from your use of the Site.

Entire Agreement

Unless otherwise provided herein, these Terms constitute the entire agreement and understanding between us concerning the subject matter of this agreement and supersedes all prior agreements and understandings of the parties with respect to that subject matter. These Terms may not be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for products or services which are subject to additional or altered terms and conditions shall be null and void, unless otherwise agreed to in a written agreement signed by you and us. To the extent that anything in or associated with the Site is in conflict or inconsistent with these Terms, these Terms shall take precedence.

Miscellaneous

Any cause of action brought by you against us or our Affiliates must be instituted within two years after the cause of action arises or be deemed forever waived and barred.

You may not assign your rights and obligations under these Terms to any party, and any purported attempt to do so will be null and void. We may freely assign our rights and obligations under these Terms.

You agree not to sell, resell, reproduce, duplicate, copy or use for any commercial purposes any portion of the Site, or use of or access to the Site.

If any part of these Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Any failure by us to enforce or exercise any provision of these Terms or related rights shall not constitute a waiver of that or any other right or provision.

Changes to the Terms

We reserve the right to change these Terms from time to time without notice to you. You acknowledge and agree that it is your responsibility to review the Site and these Terms from time to time, and to familiarize yourself with any modifications or revisions that may be made. Your continued use of the Site after such modifications or revisions will constitute your acknowledgement of the modified Terms, and your agreement to abide and be bound by the modified Terms.

Except as explicitly noted on the Site, the services available through the Site are offered by Western Surety Company, located at 2100-1881 Scarth Street, Regina, SK S4P 4K9 Canada. Telephone inquiries can be direct to our toll-free number (800) 475-4454 and by email at wscinfo@westernsurety.ca.