

Eclipse OnLine Insured Member Terms and Conditions

In this document these words have the following meanings:

- (a) “Insured Member” means: A person who is directly employed or compensated for services on a permanent and full-time basis by a Policyholder;
- (b) “Terms and Conditions” mean: The provisions of this document.
- (c) “Wawanesa Life” means: The Wawanesa Life Insurance Company.
- (d) “Policyholder” means: An employer which has contracted with Wawanesa Life for a group insurance policy.
- (e) “Legal Representatives” means: A personal representative with legal standing (as by Power of Attorney or court appointed Committee).
- (f) “Site” means: The Group Benefits Eclipse Online Internet Site

In order to access and use the Site provided by Wawanesa Life, the Insured Member must accept the following Terms and Conditions which bind the Insured Member. These Terms and Conditions are in addition to the Insured Member signing the Electronic Access Registration, and not in substitution of any other present or future agreement between the Insured Member and Wawanesa Life.

1. Use of Site

The content of the Site is provided strictly to allow the Insured Member with access to coverage information, limited access to change of information and claim inquiry. The Insured member agrees:

- a. by proceeding into the Site, you are representing yourself as duly authorized to access the Site and are continuing to agree to these Terms and Conditions with Wawanesa Life for that purpose.
- b. to use the Site solely for routine personal information regarding the insurance provided for by the Policyholder under which the Insured Member is covered;
- c. to provide timely and accurate information to Wawanesa Life;
- d. to comply with all Terms and Conditions set out in this document;
- e. to provide original signed documents containing Insured Member information to the Policyholder where necessary, and agree that upon written request the Policyholder will forward such documents to Wawanesa Life;
- f. to indemnify and hold Wawanesa Life harmless for all claims, losses, damages, including but not limited to punitive and exemplary damages and all legal costs resulting from use of the Insured Member’s Login Identification Code (by any person with or without the Insured Member’s consent) unless the Insured Member has previously notified Wawanesa Life in writing that the confidentiality of such Login Identification Code has been compromised in which case such indemnification is limited to damages which arise after Wawanesa Life has received such notification;
- g. to indemnify and hold Wawanesa Life harmless against all claims, losses, damages, including but not limited to punitive and exemplary damages and all legal costs resulting from Insured Member information relied on by Wawanesa Life to its detriment that has been inaccurately transmitted by the Insured Member to Wawanesa Life or which the Insured Member has failed to update; and
- h. these Terms and Conditions and the Insured Member Electronic Access Registration will terminate automatically on the date the Insured Member’s employment terminates.

2. Privacy and Confidentiality

Protecting the confidentiality of personal information is a priority at Wawanesa Life. The Insured Member acknowledges:

- a. that you have reviewed Wawanesa Life's Personal Information Protection Policy which is available at: http://www.wawanesalife.com/pdf/Wawanesa_Life_Privacy_Policy.pdf and will take all steps necessary to ensure compliance with this Policy in all activities covered by these Terms and Conditions;
- b. will maintain the security of your user Login Identification Code and password and to keep them confidential;
- c. the Insured Member will notify Wawanesa Life in writing as soon as reasonably possible if the confidentiality of such Login Identification Code and password have been or are suspected to be compromised.

3. Inability to Access Services

Wawanesa Life will not be responsible for any loss or damage that the Insured Member or any other person may incur as a result of being delayed or unable to access the Site for any reason whatsoever, including but not limited to technical malfunction, Wawanesa Life's failure to receive instructions or Wawanesa Life's refusal or delay in the processing of instructions for any reason.

4. Verification of Communications

Wawanesa Life may verify communications, or the source of the communications before accepting them, but is not obligated to do so.

5. Exclusions

The Insured Member agrees and acknowledges that complete privacy, confidentiality and security is not possible over the Internet, and that since the Internet is not a secure method for the communication of information, and that the privacy and confidentiality of Insured Member information cannot be guaranteed, Wawanesa Life shall not be responsible for any harm or loss that the Insured Member or any other person, may suffer in connection with a breach of confidentiality related to access to, or use of, the Site and the transmission over the Internet.

Wawanesa Life believes that the information included on the Site is accurate when posted on the Site. However, such information is subject to change and update at any time without prior notice. Wawanesa Life does not guarantee the accuracy, completeness or authenticity of the Site's contents, Site functionality or accurate transmission of any instruction to or from the Site.

The Insured Member agrees that neither Wawanesa Life, nor any of its affiliated companies, nor any person associated with the creation or use of the Site, shall be responsible to any person for any harm, loss or damage whatsoever and howsoever caused that may arise in a connection with use of the Site. The Insured Member waives all rights to hold Wawanesa Life responsible in connection with use of the Site.

The Parties agree that these exclusions of liability are fair and reasonable, and that Wawanesa Life would not have permitted use of the Site if not for the Insured Member's agreement with the liability exclusions and disclaimers set out herein.

6. Change of Terms and Conditions

Wawanesa Life may change these Terms and Conditions and the services provided by this Site from time to time. The Insured Member's use of the Site will confirm acceptance of such changes.

7. Withdrawal of Access

Wawanesa Life reserves the right to withdraw access to the Site at any time without cause or prior notice. The availability of the Site is, among other requirements, governed by the Policyholder's contractual arrangements with Wawanesa Life under which the Insured Member is provided coverage, which may change from time to time.

8. Governing Law

It is agreed that the use of the Site is deemed solely to occur in the Province of Manitoba, regardless of the Insured Member's location(s). The laws of Manitoba and federal laws of Canada as applicable in Manitoba shall govern these Terms and Conditions and use of the Site.

9. Copyright

All information, graphic images, layout and text in the Site is protected under the copyright laws of Canada and/or other countries. No one has permission to copy, redistribute, reproduce or republish, in any form, any information found in the pages of the Site.

10. Trademark

Certain names, words, titles, phrases, logos, icons, graphics or designs in the pages of this website may constitute trade names, registered or unregistered trade-marks or service marks ("Trade-marks") of Wawanesa Life or of third parties and used under license by Wawanesa Life. However, the display of Trade-marks on pages at this Site does not imply that any license has been granted to any third party.

11. Entire Agreement

These Terms and Conditions and the Insured Member Electronic Access Registration contain the entire understanding between the parties relating to the Insured Member's access to the Site herein contained and supersedes all oral and written understandings, arrangements and agreements relating thereto.

Any unauthorized downloading, re-transmission, or other copying or modification of Trade-marks or other contents of this Site may be a violation of statutory or common law rights which could subject the violator to legal action.

12. Definitions

Any capitalized terms used in these Terms and Conditions shall have the same meaning as those described in the Insured Member Electronic Access Registration unless specifically amended herein.