

# TERMS OF USE

**Last revised: November 2024**

## **A. General**

These Terms of Use (“Terms”) govern your use of the website (“Website”) as operated by CAA Club Group (doing business as CAA South Central Ontario) (“CAASCO”).

Each time you access or use the Website, you accept and agree to be bound by and comply with these Terms, and any additional terms, conditions and disclaimers found on the Website (“Additional Terms”). Where there is a conflict between these Terms and the Additional Terms, the Additional Terms will govern.

These Terms and the Additional Terms may be amended at any time without notice by updating the postings. Please review the Terms and Additional Terms regularly. Your continued access or use of the Website will mean that you accept and agree to be bound by and comply with the amendments to the Terms and/or Additional Terms.

## **B. Information**

The Website information, material and content (“Information”) is believed to be reliable when posted, but there is no guarantee that it is accurate, complete or current at all times. The Information may include technical inaccuracies or typographical errors, and CAASCO and its officers, directors, employees and agents have no obligation to update the Information. The Information may be amended or removed at any time without notice.

The Information is provided solely for general informational purposes, and is not intended to provide specific membership and loyalty programs, community action, automotive service, travel service, insurance, legal or other advice to you, and should not be acted or relied upon in that regard.

The Information does not endorse or approve of any third party or its advice, opinions, information, or products or services.

## **C. Products and Services**

CAASCO products and services described on the Website relate to products and services within Ontario, Canada only, and are only made available in jurisdictions within Canada where they may be lawfully offered for sale. For greater certainty, the Information contained on the Website does not constitute an offer to sell or a solicitation in connection with any CAASCO product or service. CAASCO reserves the right to limit the quantities of any products or services that we offer. All descriptions of products, services or pricing are subject to change without notice, at CAASCO’s sole discretion. For information on the availability of CAASCO product or service in your jurisdiction, please contact CAASCO at 1-800-564-6222.

Each CAASCO product and service is subject to the terms and conditions set forth in the applicable policy in force at the time of purchase or enrollment, and applicable laws. All CAASCO products and services described on the Website may be amended, withdrawn or terminated at any time without notice.

CAASCO does not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the services will be corrected.

## **Travel Information**

The Website contains information about travel destinations, timings, airfares, tours, packages, cruises and ground transportation among other products, which is supplied by third party providers. CAASCO cannot guarantee the accuracy of and accepts no responsibility towards such information. All travel products listed

on the Website are non-transferrable, including airline and train tickets, hotel and tour bookings and any other offerings by third party providers. Restrictions and conditions surrounding the refund and rebooking of such products may also exist. It is your responsibility to familiarize yourself with these restrictions and conditions, as well as all pertinent passport, visa and health requirements.

### **Insurance Information**

The quotes for insurance generated by the Website are estimates based on information you provide. CAASCO is not responsible for inaccuracies in any of the information that you provide. In providing this information, you are consenting to the collection, use and disclosure of your personal information. The use and disclosure of your personal information shall be in accordance with our Privacy Policy. These quotes are not a contract or agreement to provide insurance coverage. All insurance products referenced on the Website are subject to the terms and conditions in their respective policies at the time of purchase.

### **D. Trademarks and Copyrights**

The Information on the Website is protected under the copyright laws of Canada, and is for your personal use only, provided such use includes a reference to the respective copyright notice or attribution as denoted on the pages copied. Except when otherwise stipulated, the Information may not otherwise be copied, displayed, distributed, downloaded, licensed, modified, published, reposted, reproduced, reused, sold, transmitted, used to create a derivative work or otherwise used for public or commercial purposes without the express written permission of CAASCO.

The names, words, titles, phrases, logos, icons, graphics or designs on the Website may constitute trademarks or trade names, registered or unregistered, of CAASCO or its affiliates, or of third parties (where use is under license by CAASCO). Users of the Website shall not republish or reproduce any trademarks in any manner without the prior written consent of CAASCO. Any unauthorized downloading, re-transmission, or other copying or modification of trademarks or of any Information on the Website may be a violation of intellectual property rights which could subject the violator to legal action.

Nothing on the Website shall be construed as conferring any license of any intellectual property rights, whether by estoppel, implication or otherwise.

### **E. Electronic Communication via the Internet**

Any unprotected electronic communication over the Internet is not secure or confidential, subject to possible interception or loss, and possible alteration. You should not send any confidential, proprietary or sensitive information about you or others via the Internet. CAASCO is not responsible for and will not be liable to you or anyone else for any damages in connection with any electronic messages sent by you to CAASCO, or by CAASCO to you.

### **F. Our Website and App Practices**

When you visit CAASCO's websites or use CAASCO's apps, we automatically receive and record information in our server logs from your browser or mobile platform, including the date and time of your visit, your IP address, unique device identifier, browser type and other device information (such as your operating system version and mobile network provider).

CAASCO uses "cookies" to identify you as a registered and/or returning visitor. Cookies are files sent from a website to a visitor's computer which may then be stored on your hard drive so we can recognize you when you return. CAASCO uses both session and permanent cookies. This data may be used for statistical purposes and to personalize future visits or communications (via direct mail, email or telecommunications). By setting cookies, CAASCO is also able to enhance a user's on-line experience (e.g. once you are logged in to your account, you are able to move between webpages without having to re-enter your credentials). You can disable cookies through your website browser, but this may affect your user experience.

The usage data we collect when you visit CAASCO's websites or use CAASCO's apps help us analyze and improve the performance of our digital services. CAASCO uses Google Analytics for web statistical analysis. We make no effort to personally identify you based on your visit to our site. If you wish, you may opt out of being tracked by Google Analytics by disabling or refusing third party cookies; by disabling JavaScript within your browser; or by using the [Google Analytics Opt-Out Browser Add-On](#).

## **G. External Links and Social Media**

We may offer links from our website to the sites of third parties, such as partner organizations, that may be of interest to you. CAASCO makes no representations as to such third parties' privacy practices and we recommend that you review their privacy policies before providing your personal information to any such third parties.

CAASCO's use of social media serves as an extension of our presence on the Internet and help us build a positive brand image as well as provide useful information to the public. Social media account(s), such as CAASCO's LinkedIn and Twitter accounts, are not hosted on CAASCO's servers. Users who choose to interact with CAASCO via social media should read the terms of service and privacy policies of these services/platforms.

## **H. Disclaimers**

CAASCO provides the Website and the Information on an "as is, where is" basis and does not make any express or implied warranties, representations, or endorsements with respect to the Website or the Information, including without limitation, warranties as to merchantability, operation, non-infringement, usefulness, completeness, accuracy, currency, reliability and fitness for a particular purpose. Furthermore, CAASCO does not represent or warrant that the Website will be available and meet your requirements, that access will be uninterrupted, that there will be no delays, difficulties in use, defects, incompatibility, failures, errors, omissions or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your computer system. You are solely responsible for protecting your computer data and/or equipment, and for taking reasonable and appropriate precautions to scan for computer viruses or other destructive properties.

## **I. No Liability**

CAASCO is not responsible or liable to you or anyone else, for any damages whatsoever and howsoever caused (including direct, indirect, incidental, special, consequential, exemplary or punitive damages) arising out of or in connection with the Website, the Information or these Terms, including without limitation: (i) your ability or inability to access or use the Website or the Information, (ii) any action or decision made by you in reliance on the Website or the Information, (iii) any errors in or omissions from the Website or the Information, and (iv) any unauthorized use or reproduction of the Website or the Information, even if CAASCO has been advised of the possibility of these damages.

## **J. Governing Laws**

The Website, the Information, and these Terms will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without giving effect to any principles of conflicts of laws, and notwithstanding your domicile, residence or physical location. All disputes, controversies or claims arising out of or in connection with the Website, the Information, these Terms shall be submitted to and be subject to the exclusive jurisdiction of the courts of the Province of Ontario. You submit and attorn to the exclusive jurisdiction of the courts of the Province of Ontario to finally adjudicate or determine any suit, action or proceeding arising out of or in connection with the Website, the Information, these Terms.