

## Terms of Use

### A. General

These Terms of Use ("**Terms**") govern your use of the website ("**Website**") as operated by Orion Travel Insurance, a division of Echelon Insurance. ("**Orion**").

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 Orion and its officers, directors, employees, and agents have no obligation to update the Information. The Information may be amended, withdrawn, or terminated at any time without notice.

The Information is provided solely for general informational purposes, and is not intended to provide specific travel 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.

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The Orion products and services described on the Website relate to products and services within 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 Orion product or service. For information on the availability of an Orion product or service in your jurisdiction, please contact Orion at 855-674-6684 (855-ORION-TI)

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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. Orion 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 Orion, or by Orion to you.

#### **F. Links**

The Website may include links to other websites not operated by Orion. The information, products and services offered through these websites are not offered by Orion, but by the company specifically disclosed on the relevant website. These websites are not operated by Orion, but by the company specifically disclosed in the footers of the websites.

Links in the Website from or to other websites are for convenience only. Orion does not review or control, and are not responsible for, any websites linked from or to the Website, the content of those websites, the privacy practices of those websites, the third parties named therein, or their products or services. Linking to another website is at your sole risk, and Orion will not be responsible or liable for any damages in connection with such linking. In addition, Orion does not endorse or approve of any websites linked from or to the Website, except for the Website of Orion.

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Orion 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, Orion 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.

#### **H. No Liability**

Orion 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 Orion has been advised of the possibility of these damages.

## I. Governing Laws

The Website, the Information, and these Terms will be governed by and construed in accordance with the laws 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.