

# TERMS AND CONDITIONS FOR ONLINE ADMINISTRATION OF POLICY



## Plan Administrator Website

The content of the Empire Life Plan Administrator Portal Website (the "Portal") is provided to assist the Policyholder or Plan Sponsor (collectively, "Policyholder") in administering its group insurance policy or group plan (the "Policy").

The Policyholder may appoint employees, administrators, its advisor and/or other representatives (collectively, "Users") to access and use the Portal on behalf of the Policyholder provided such Users have been designated in writing by the Policyholder to The Empire Life Insurance Company ("Empire Life").

In order to access and use the Portal, the Policyholder and its Users must agree to the following:

### 1. Use of the Portal

The Policyholder and its Users (as applicable) agree:

- a) to access and use the Portal solely for administration of the Policy;
- b) not to interfere with the functioning of the Portal and not to bypass any measures used to secure or restrict access to the Portal;
- c) to promptly and accurately input, update and correct plan member information on the Portal. Plan member information may include, without limitation, enrolment information, dependant information, beneficiary information, name and address changes, banking information and refusal or waiver of benefits, but shall exclude detailed claim information;
- d) to retain the original documents containing plan member information in a secure location for a period of two years following termination of the Policy and, upon written request, provide Empire Life with access to any original documents containing plan member information;
- e) to promptly advise Empire Life in writing regarding any changes in the appointment of Users;
- f) the Policyholder is solely responsible for all actions performed on the Portal by the Policyholder or a User and for any failure of a User to comply with these Terms and Conditions;
- g) that information on the Portal is subject to change or update without prior notice. In the event of any discrepancy between the Portal and the Policy the terms and provisions of the Policy apply;
- h) to indemnify and hold Empire Life harmless from and against any and all claims, losses, damages and expenses (including but not limited to legal costs) arising from the Policyholder or User's negligence, fraud or other wrongful acts or omissions or in any way related to Policyholder or User's breach of any of its obligations to Empire Life or its use of or access to the Portal, including without limitation, any actions or failure to act on the part of a User or any reliance by Empire Life on any inaccurate plan member information unless, prior to such reliance, the Policyholder or User notifies Empire Life of the inaccuracies in writing; and
- i) that these Terms and Conditions also apply when the Policyholder or User uses a downloadable application, mobile device browser or other technology to access any of the features, functionality, content or information that is made available or provided on the Portal.

## 2. Limitation of Liability

The Policyholder agrees that:

- a) the internet is not a fully secure method for communicating information and the privacy and confidentiality of communications over the internet cannot be guaranteed by Empire Life;
- b) Empire Life is not obligated to, but may, verify communications or the source of the communications over the Portal before accepting them;
- c) Empire Life shall not be responsible for any harm, loss, damage or expense:
  - i) suffered by the Policyholder, a User or any other person in connection with a breach of confidentiality related to use of the Portal, unless such breach is directly caused by the negligence or illegal act of Empire Life;
  - ii) that the Policyholder or any other person may incur as a result of being delayed or unable to access the Portal for any reason whatsoever, including but not limited to, technical malfunction, Empire Life's failure to receive instructions and Empire Life's refusal or delay in the processing of instructions for any reason;
  - iii) that may arise in connection with the use of the Portal by the Policyholder or a User. The Policyholder waives all rights to hold Empire Life responsible in connection with its use of the Portal;
- d) the Portal is provided on an "as is" and "as available" basis, without warranty of any kind. Empire Life does not guarantee the accuracy, completeness, currency or authenticity of the Portal's contents, Portal functionality or accurate transmission of any instructions or information to or from the Portal. Use of the Portal is at the Policyholder's sole risk. The Policyholder will be solely responsible for any damage to its own computer system or loss of data that results from the download of any material from the Portal. Empire Life expressly disclaims all warranties of any kind, whether express or implied;
- e) the Portal may include content provided by third parties, including from other users and third-party licensors. All statements and/or opinions expressed in any such third-party content, other than the content provided by Empire Life are solely the opinions and the responsibility of the person or entity providing those materials. Such materials do not necessarily reflect the opinion of Empire Life. Neither Empire Life nor its parent, subsidiaries affiliates and their respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers or successors have any responsibility or liability whatsoever to any User, Policyholder or any third party for the content, or accuracy of any third-party materials; and
- f) these limitations of liability are fair and reasonable, and that Empire Life would not have permitted the Policyholder or the Users to use the Portal without the Policyholder's agreement to these limitations of liability.

## 3. Privacy and Confidentiality

The Policyholder acknowledges it has reviewed the complete Empire Life Privacy Policy and guidelines for personal information access requests posted on the Empire Life website. The Policyholder agrees to comply, and shall ensure its User(s) comply, with all applicable laws, including without limitation, privacy laws, and with the Empire Life Privacy Policy while using the Portal.

The Policyholder shall obtain any required consent from plan members in connection with the access and use of the Portal by the Policyholder and its Users.

## 4. Login Information

The Policyholder agrees to comply with all written Empire Life instructions provided with respect to its or a User's identification codes, usernames or passwords (the "Login Information"). The Policyholder and User (as applicable) also agree:

- a) Login Information is the exclusive property of Empire Life and must be kept confidential at all times;
- b) Login Information must be secured against theft, misappropriation and unauthorized use. The Policyholder and User must notify Empire Life if they believe that their Login Information has been compromised;
- c) to notify Empire Life immediately of any known or suspected unauthorized access, disclosure or use of the Portal;
- d) that the use of a User's Login Information (by the User or any other person, with or without the User's consent) binds the Policyholder unless the User has previously notified Empire Life in writing that the confidentiality of such Login Information has been compromised; and
- e) to ensure the User ceases any access or use of the Portal immediately upon discontinuance of their duties as User.

## **5. Changes to the Portal and Withdrawal of Access**

Empire Life reserves the right to modify or discontinue temporarily or permanently the Portal at any time without notice.

Empire Life will withdraw the Policyholder's and the User's access to the Portal upon termination of the Policy. Empire Life also reserves the right to withdraw access to the Portal at any time without cause or notice.

## **6. Governing Law**

The laws of Ontario and the federal laws of Canada (as applicable) shall govern the use of the Portal and the interpretation, validity and effect of these Terms and Conditions.

## **7. Change of Terms and Conditions**

Policyholder acknowledges that these Terms and Conditions and the general terms of use which can be found at <https://www.empire.ca/legal>, including the Self-Service Portal Terms and Conditions of Use with the necessary adjustments, govern the use of the Portal.

Empire Life may change these Terms and Conditions and the services provided by the Portal from time to time. The Policyholder will receive notice of changes to the Terms and Conditions for use of the Portal. Continued use of the Portal by the Policyholder and/or its Users following such notice shall be deemed acceptance of such changes.

® Registered trademark of The Empire Life Insurance Company.

**Insurance & Investments – Simple. Fast. Easy.®**  
[www.empire.ca](http://www.empire.ca) [info@empire.ca](mailto:info@empire.ca)

GRP-2576-EN-07/19

