



## EULA

This end-user license agreement (“**Agreement**”) is a legal agreement between you (“**You**” or “**Licensee**”, or if you are a minor “**Your Parent**” or “**Your Guardian**”) and Co-operators General Insurance Company (“**Licensor**”) and outlines the terms related to the downloading and use of the en-route Auto Program® for Android or iOS, including computer software, programs, its code, objects, as well as any images, photographs, templates, animations, video, graphics, user and visual interfaces, trademarks, logos, audio, music, text, and “plugins” incorporated into the application, any accompanying printed materials, and “online” or electronic documentation (collectively, the “**Application**”).

The Application is provided only under the terms of this Agreement with Licensor. By installing, copying, downloading, accessing or otherwise using the Application, You are consenting to be bound by and are becoming a party to this Agreement. If You do not agree to all of the terms of this Agreement, You may not install, copy, download, access or otherwise use the Application or its content.

This Agreement does not change or amend in any way: 1) the Google Play Terms of Service found at [https://play.google.com/intl/en\\_ca/about/play-terms.html](https://play.google.com/intl/en_ca/about/play-terms.html), as may be amended by Google Inc. from time to time, or 2) the Apple App Store Terms of Service, found at <http://www.apple.com/legal/internet-services/itunes/us/terms.html>, as may be amended by Apple Inc. from time to time, whichever is applicable to You.

Licensor reserves the right, in its sole discretion, to modify or change the terms of this Agreement at any time without prior notice to You. Your continued use of the Application following the posting of any such modifications or changes to this Agreement constitutes Your acceptance of those changes.

Licensor and Licensee agree to the following terms and conditions which shall apply to Licensee’s use of the Application:

1. **GRANT OF LICENSE.** Provided You comply with all terms and conditions of this Agreement, Licensor grants You a limited, revocable, non-exclusive, non-transferable license to use the Application on a smartphone running Android or iOS software that You own or control and which meets the system requirements of Licensor. This Agreement grants You a limited license only, and is not a sale of the Application. The Licensor reserves the right at any time in its sole discretion to limit the release or to discontinue release of the Application and/or alter features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the Application.
2. **OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS.** The Application is made available to You pursuant to this Agreement through arrangements between Trak Global Solutions Holdings (Canada) Inc. (“Trak”) and Licensor. All right, title and interest in and to the Application (including all intellectual property rights and other proprietary rights) and any copies of the Application made by You, whether authorized or otherwise, are exclusively owned by Trak, Licensor, or their respective licensors. You acknowledge that Trak, Licensor, or their respective licensors have copyright, trademark, and certain pending patent rights in the Application and that the Application is protected by copyright laws, other laws, and international treaty provisions. Therefore, You must treat and protect the Application like any other protected material. You may not remove any copyright, trademark, proprietary rights, disclaimer or warning notice included on or embedded in any part of the Application or any copy You make of the Application. Except as specifically provided for in this Agreement, the Licensor reserves all of its other rights.



3. **USE RESTRICTIONS.** You agree that You will not use, license, transfer or otherwise dispose of the Application in violation of any copyright laws and you acknowledge that the source code underlying the Application constitutes a trade secret. You also undertake:
- a. Not to modify the Application, or attempt to decipher, decompile, disassemble or reverse engineer the Application or assist or encourage any third party in doing so.
  - b. Not to copy, reproduce, sell, republish, repost or otherwise distribute for public or commercial use any part of the Application other than as specifically provided for under this Agreement.
  - c. Not to use the Application (or any data provided to You by the Application) for any safety of life applications or for any other application in which the use of, or inability to use, or the accuracy, completeness or reliability of the Application (or any data provided to You by the Application) could create a situation where death, personal injury, property damage or environmental damage may occur.
  - d. Not to disclose the confidential access details of the Application or any associated download site to anyone.
  - e. Not to publish the results of benchmarking the Application against competitive mobile applications or software, except to the extent that the foregoing restriction is expressly prohibited by applicable law.

Nothing herein contained shall be construed to imply the grant of any license to You of any nature kind or description other than as described under this Agreement.

4. **AGE REQUIREMENT.** While this Application may be available to users of all ages, if You are under the age of 18 You shall review this Agreement with Your Parent or Your Guardian to ensure that You and Your Parent or Your Guardian understand the terms of this Agreement. Licensor does not condone the operation of a motor vehicle by underage and/or unlicensed individuals.
5. **USE OF ELECTRONIC DEVICES AND SOFTWARE WHILE DRIVING.** As a condition of use of the Application, You promise not to use the Application for any purpose that is prohibited by applicable local, state, national and international laws and regulations, including laws regarding distracted driving. You are responsible for Your use of the Application and agree that such use is at Your own risk.
6. **SYSTEM REQUIREMENTS.** The Application may be used on a smartphone running Android or iOS software (whichever is relevant to You) that meet the system requirements specified by Licensor. Licensor is not required to supply any required hardware and/or software for proper operation of the Application.
7. **WARRANTY DISCLAIMER.** LICENSOR MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE USE, PERFORMANCE, FUNCTIONALITY, SUPPORT OR OPERATION OF THE APPLICATION OR ANY THIRD-PARTY CONTENT OR THIRD PARTY SOFTWARE. BY WAY OF EXAMPLE, BUT NOT OF LIMITATION, LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE APPLICATION. LICENSOR DOES NOT WARRANT THAT THE FUNCTIONALITY OR OPERATION OF THE APPLICATION WILL BE UNINTERRUPTED OR



FREE FROM ERROR OR THAT ANY DEFECTS IN THE APPLICATION WILL BE CORRECTED. IT IS FURTHER UNDERSTOOD BY YOU THAT NO COMMITMENT EXISTS ON THE PART OF LICENSOR TO PROVIDE THE APPLICATION IN A CONDITION SUITABLE FOR USE BY YOU. YOU ACKNOWLEDGE THAT THE APPLICATION IS DELIVERED ON AN "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS AND THAT YOUR USE OF THE APPLICATION SHALL BE AT YOUR SOLE RISK.

8. **LIABILITY.** YOU AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LICENSOR, OR ITS THIRD PARTY SOFTWARE SUPPLIERS, BE LIABLE FOR ANY: (i) DAMAGES, EITHER DIRECT, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL, SUCH AS, BUT NOT LIMITED TO, DAMAGES RELATED TO LOSS OF DATA, LOST PROFITS, OR EXEMPLARY OR PUNITIVE DAMAGES, WHETHER OR NOT FORESEEABLE AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (ii) ANY OTHER CLAIM, DEMAND OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE DELIVERY, USE OR PERFORMANCE OF THE APPLICATION, OR CONTENT DISTRIBUTED THROUGH THE APPLICATION, WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. LICENSOR HAS NO RESPONSIBILITY FOR, AND WILL IN NO WAY BE HELD LIABLE FOR, THE SECURITY OF YOUR SMARTPHONE OR ANY DAMAGE CAUSED TO YOUR SMARTPHONE ARISING FROM USE OF THE APPLICATION.
9. **SUPPORT.** The Application is provided to You "as is". The Licensor, the distributors of the Application, Your phone manufacturer and Your mobile network operator are under no obligation to provide support for the Application. If You encounter any issues related to Your use of the Application, You may report such issues to Licensor by email addressed to [client\\_service\\_support@cooperators.ca](mailto:client_service_support@cooperators.ca) or by phone at 1(855) 446 2667 (9 am to 5 pm EST). If You have any questions or complaints, or if You wish to contact Licensor for any other reason, please do so via mail at the following address: en-route Auto Program®, 130 Macdonell Street, Guelph, ON, N1H 6P8.
10. **THIRD-PARTY SOFTWARE AND CONTENT.** The Application may (i) include additional third-party software ("**Third-Party Software**") or (ii) provide You with functionality where You may be able to access publicly available third party content ("**Third-Party Content**"). Licensor has made use of all Third-Party Software in full compliance of all applicable terms and conditions of copyright holders and/or other authorized parties. All Third-Party Software may only be used as part of and in connection with the Application. Third-Party Content available to You is subject to such Third-Party Content provider's terms and conditions and Licensor shall not be liable whatsoever for Your access to or use of such Third-Party Content. The Application includes the use of Google Analytics, which collects and processes data. If You would like to learn more about how Google Analytics collects and processes data, please refer to the following: "How Google uses data when you use our partners' sites or apps" located at [www.google.com/policies/privacy/partners/](http://www.google.com/policies/privacy/partners/). The Application also uses open source data from OpenStreetMap ("**OSM Data**"), which is licensed to You under the terms of the Open Database License (ODbL) found here:



<http://opendatacommons.org/licenses/odbl/1.0/#sthash.D3bR0xt9.dpuf>. Any rights in individual contents of the OSM Data are licensed to You under the Database Contents License (DbCL) found here: <http://opendatacommons.org/licenses/dbcl/1.0/>. All OSM Data is copyrighted by OpenStreetMap contributors. You acknowledge that by downloading, installing or using the Application and/or accepting this Agreement: (a) if you are using the Android version of the Application, (i) that you agree to be bound by Google's Terms of Use, which can be found at <http://www.google.com/intl/en/policies/terms/>, as may be amended by Google from time to time, and (ii) that You are aware that the Application uses Amazon Simple Notification Service (“SNS”) to deliver certain Google Cloud Messaging push notifications to your smartphone regarding Your use of the Application (e.g. notifications regarding trips you have taken or your leaderboard standings); and (b) if you are using the iOS version of the Application, that you are aware that the Application uses Amazon SNS to deliver certain Apple push notifications to your smartphone regarding your use of the Application. You may enable and disable push notifications by using the applicable settings within Your iOS or Android smartphone.

**11. TERMS REQUIRED BY APPLE INC.** If You are using the iOS version of this Application, the following terms are applicable to You:

- a. This Agreement is between You and Licensor only, and not with Apple Inc. (“Apple”). Licensor is solely responsible for the Application in accordance with the terms of this Agreement.
- b. The license granted for the Application is a non-transferable license to use the Application on any Apple-branded smartphone that You own or control (provided that it meets the system requirements of Licensor) and as permitted by the Usage Rules set forth in the App Store Terms of Service, except that such Application may be accessed, acquired, and used by other associated accounts via Apple's Family Sharing or volume purchasing.
- c. Apple has no obligation to provide maintenance and support for the Application. If You encounter any issues related to Your use of the Application, You may report such issues to Licensor in accordance with section 9 of this Agreement.
- d. In the event of any failure of the Application to comply with any applicable warranty, You may notify Apple, and Apple will refund the purchase price for the Application to You. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Application, and will not be liable for any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty. Any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any applicable warranty shall be the sole responsibility of the Licensor.
- e. Apple shall not be responsible for addressing any claims by You or any third party relating to the Application or to Your possession and/or use of the Application, including but not limited to (i) product liability claims, (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement, or (iii) claims arising under consumer protection or similar legislation.
- f. Apple shall not be responsible for the investigation, defense, settlement or discharge of any claim that the Application, or Your possession and use of the Application, infringes a third party's intellectual property rights.



- g. You represent and warrant that (i) the Application will not be downloaded or used in, or transported to, a country that is subject to a U.S. Government embargo, or has been designated by the U.S. Government as a “terrorist-supporting” country, and (ii) You are not listed on any U.S. Government list of prohibited or restricted parties.
      - h. Apple and its subsidiaries are third-party beneficiaries of Agreement, and, upon Your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against You.
- 12. **UPGRADES.** The Application also includes any patches, updates and supplements to the Application (“**Upgrade**”) provided to You by and at the Licensor’s sole discretion. Any such Upgrade to the Application provided by Licensor is subject to the terms of this Agreement, as may be amended by Licensor from time to time.
- 13. **THIRD PARTY TRADEMARKS.** All third party trademarks are the property of their respective owners, and the aforementioned entities do not endorse Licensor or its related brands, including this Application or any of its subsequent releases.
- 14. **CELLULAR OR WIRELESS SERVICE.** You may be charged for data usage in connection with Your use of the Application when connected to Your wireless service provider’s data networks. Licensor encourages You to use WiFi wherever available when using the Application. You hereby acknowledge and agree that Your use of the Application may lead to excess data charges and that You are solely responsible for any such data charges that You may incur in connection with Your use of the Application.
- 15. **FEEDBACK.** In the event You provide Licensor with suggestions, ideas, comments and feedback regarding improvements or enhancements to the Application (collectively, “**Feedback**”), You agree that Licensor will own and hold all right, title and interest, including but not limited to copyright, patent, trade secret, and all other intellectual and industrial property rights, in and to the Feedback. Licensor may incorporate Feedback into its products and services and You will gain no rights in such products or services by virtue of having disclosed Feedback. You agree that You will gain no right, title or interest in or to the Application by virtue of Your provision of Feedback to Licensor.
- 16. **TERMINATION**
  - a. **LICENSE DURATION.** This Agreement and the license granted herein shall terminate on the date as Licensor may, by written or electronic notice, provide to You’. In addition, this Agreement and license shall terminate immediately upon Your breach of any provision of this Agreement.
  - b. **POST TERMINATION.** You agree, upon termination of this Agreement for any reason whatsoever, to immediately uninstall the Application and destroy all copies thereof in Your possession and/or under Your control. Nothing in this Agreement shall absolve You from liability for damages resulting from any breach of this Agreement by You, notwithstanding that Licensor may have other remedies available under this Agreement (including the right to terminate the Agreement). If You breach any provision of this Agreement, You



acknowledge that such breach may diminish substantially the value of the intellectual property rights of Licensor and may irreparably harm Licensor, and in such event Licensor (without limiting its other rights or remedies) shall be entitled to seek equitable relief, including but not limited to injunctive relief, to protect Licensor's interests, and indemnification and reimbursement for any all expenses incurred by Licensor from You in protecting its interests or defending its rights as a result of Your breach of this Agreement.

## 17. GENERAL

- a. **INVALIDITY.** If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the remaining terms, conditions and provisions will continue to be valid and enforceable to the fullest extent permitted by law.
- b. **ENTIRE AGREEMENT.** You and Licensor expressly agree that, in all respects pertaining to this Agreement and its subject matter, our respective rights, obligations and remedies shall be governed exclusively by the terms of this Agreement, which supersedes any prior understandings and agreements between us with respect to its subject matter.
- c. **GOVERNING LAW.** Except as specifically provided herein, this Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada, exclusive of any conflicts of laws principles which would require the application of the laws of another jurisdiction. You agree that any dispute regarding this Agreement or the rights and obligations herein will be heard in the Ontario provincial courts, and You agree to be subject to the personal jurisdiction of such courts.
- d. **SURVIVAL.** Any provision of this Agreement which expressly states it is to continue in effect after termination or expiration of this Agreement, or which by its nature would survive the termination or expiration of this Agreement shall do so.

This **End-User License Agreement** was last updated on March 7, 2019.