

# The Marsh Canada Limited MarshMobile™ Mobile App Terms of Use

The agreement contains the following sections:

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## 1. Agreement

By downloading and using the MarshMobile App (the “App”) which is licensed to you by Marsh Canada Limited (“Marsh”, “we”, “us”, and/or “our”), on your mobile device, you accept and agree to be bound by and comply with these Terms of Use (the “Terms”), as such Terms may be updated and amended from time to time. If you do not accept these Terms, you will not be able to activate the App and should delete the App from your mobile device.

As long as you comply with these Terms of Use, you are granted a personal, non-exclusive, non-transferable license to access and use the App for private, non-commercial purposes.

You may withdraw your consent at any time by deleting the App from your mobile device.

## 2. What Can You Do with the Marsh Mobile App?

The Marsh App is an App installed on your mobile device that could or will allow you, among other things, to:

- view your car and home insurance policies and access your policy documents on-the-go;
- access a copy of your proof of car insurance directly on your mobile device;
- record details of a car or home insurance claim;
- manage your client profile and view upcoming payments;
- request a quote; or
- upload images and documents.

## 3. Content

The information, content, documents and text provided by us through the App (the “Content”) is believed to be accurate and reliable when posted on the App, but we cannot guarantee that the Content available on the App is accurate, complete or current at all times.

Certain Content in the App is presented in summary form. You must always refer to the terms, exclusions and conditions of your official insurance documents. The App is owned by ClientDesk and licensed by Marsh Canada Limited, and may be protected by copyright, trademark, and patent laws, and other intellectual property laws. Except as otherwise allowed under these Terms or by functionality within the App or integrated within your mobile device’s operating system, the App and the Content may not be copied, modified, altered, reproduced, republished, uploaded, posted, broadcasted or transmitted or distributed in whole or in part, to any computer, server, website, App, or any other medium of publication on the Internet or any other computer network, or for any commercial purpose, without prior written consent of Marsh.

#### **4. Restrictions**

Except as otherwise allowed under these Terms, you may not:

- make any commercial use of any portion of the App or any Content;
- use software or code to automatically scrape, extract, copy or monitor the App or any Content, or any data about the App or any Content;
- probe, scan or test for vulnerabilities in the App or Content, any systems or networks connected to the App, or any web-based services offered through the App;
- attempt to gain unauthorized access to any portion of the App or any Content, any systems or networks connected to the App, or any web-based services offered through the App;
- attempt to interfere with the proper functioning of the App or delivery of the Content, or any other person's use of the App or the Content; or
- make any unlawful or prohibited use of the App or the Content.

#### **5. Interpretation and Jurisdiction**

These Terms, and any access and use of the App, will be governed by and interpreted under the laws of the province of Ontario and the federal laws of Canada applicable therein. Any legal action or proceeding arising out of or related to access or use of the App and these Terms will be determined exclusively by the courts in Ontario. If any provision of the Terms, in whole or in part, is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed to be severable from the rest of the provisions and shall not affect the validity and enforceability of any remaining provisions of the Terms.

#### **6. Information Voluntarily Provided by You**

In the course of using this App, you may choose to provide us with information to help us serve your needs. For example, you may provide us your e-mail address or other private and/or personal information. Any personal information you send us will be used only for the purpose indicated on this App or in accordance with Marsh's Privacy Policy a copy of which is available at [www.marsh.ca](http://www.marsh.ca) .

#### **7. Marsh Privacy Consent**

You hereby acknowledge that you have retained Marsh to act as your insurance broker. As part of Marsh's delivery of insurance broking services, you hereby authorize and expressly consent to Marsh collecting, using or disclosing Personal Information as required to properly service your account and as permitted pursuant to relevant privacy laws or other laws to provide such Personal Information to third parties as required, including insurance companies, intermediaries, reinsurers, other brokers, claim adjusters, , and other third parties involved in providing the above services as outlined in Marsh's Privacy Policy which can be viewed at [www.marsh.ca](http://www.marsh.ca) or can be forwarded to you upon request.

If required or permitted to do so by law, we will disclose your Personal Information to third parties without obtaining prior approval or providing you with notice thereof. In that connection, because a number of the service providers we use are located outside Canada, including certain Marsh affiliates, your Personal Information may be processed and stored outside Canada, and foreign governments, courts or law enforcement or regulatory agencies may be able to obtain disclosure of your Personal Information under foreign laws.

Where there are insured individuals in addition to yourself, you hereby covenant and warrant that you have obtained the appropriate consent from all of the insured individuals for disclosure of their Personal Information to Marsh and to the collection, use and disclosure of their Personal Information by Marsh for these purposes and have either provided a copy of Marsh's Privacy Policy or referred the insured individuals to the Marsh.ca website. You agree to indemnify and hold Marsh harmless for any claims arising from any breach of this warranty.

Marsh's Privacy Policy is available at <https://www.marsh.com/ca/en/privacy-policy.html>