

AIG Canada Innovation Challenge Terms of Use - Challenge Site

Last Updated: September 6, 2016

The following terms and conditions (the “**Terms of Use**”) describe the terms applicable to the use of this website (the “**Site**”) and registration of Canadian startups (“**Startups**”) to the AIG Canada Innovation Challenge (the “**Challenge**”) and participation in the Challenge. Your use of the Site forms a legally binding contract with AIG Insurance Company of Canada (“**AIG Canada**” or “**us**”) based on these Terms of Use. PLEASE READ THE FOLLOWING CAREFULLY. If you do not accept the Terms of Use as stated here, do not use the Site and any services provided through the Site. AIG Canada may revise these Terms of Use at any time by posting an updated version to this Web page. We may change these terms and conditions from time to time without prior notice. The revised terms and conditions will become effective upon posting and if you use the Site or our services after that date, your use will constitute acceptance of the revised terms and conditions. If any change to these Terms of Use is not acceptable to you, your only remedy is to stop accessing and using the Site and our services.

Registration to and participation in the Challenge is subject to the rules that are specific to the Challenge (the “**Challenge Rules**”). The Challenge Rules will be presented during registration to the Challenge and must be accepted for registration to be completed. By registering a Startup to the Challenge, you (the individual reading these Terms of Use and undertaking such registration), represent and certify that you have the authority to bind the Startup that you are registering for the Challenge to these Terms of Use and the Challenge Rules.

1. **The Site.** The Site allows participation in the Challenge.

2. **Eligibility.** The Site is not available for use by minors (those under 18 years of age, or otherwise under applicable law in the province or territory of residence), or individuals who cannot form legally binding contracts under applicable law or representatives of organizations that cannot form legally binding contracts under applicable law. If you do not qualify, please do not use the Site. The Site uses servers located in the United States. If you reside in a country that prohibits entering into trade relations with the United States or its businesses, you may not use this Site.

3. **Participant Registration.** To be eligible to participate in the Challenge and access Challenge related information on the Site, Startups must have an authorized representative (a “**Startup Representative**”) register it as a participant and agree on its behalf to the Challenge Rules. A Startup may cancel its registration to the Challenge at any time by contacting innovationcenter@aig.com and requesting cancellation of such registration. As part of the registration process, a Startup Representative will be asked to select a password and a login name.

If you are or become a Startup Representative, you agree to ensure that your registration information and that of the Startup remains current and accurate. You may not use a login name of another solver or user. You may not disclose or share your password to any third parties or use

your password for any unauthorized purposes. You agree to notify AIG Canada at innovationcenter@aig.com of any unauthorized use of your account or breach of security, including loss, theft, or unauthorized disclosure of your password or login information. Remember, you are responsible for maintaining the confidentiality of your password(s).

4. **Your Content.** You are solely responsible for the content of any postings or other content provided by you (“**Your Content**”). AIG Canada reserves the right to take any action with respect to such information that it deems necessary or appropriate in its sole discretion if AIG Canada believes information is inappropriate for the Site or its services, may create liability for AIG Canada or any of its Sponsor’s service providers, agents, advisors and other representatives for the Challenge, and their respective parent entities, divisions, affiliates, and subsidiaries (collectively, “**AIG Representatives**”), or may cause any of them to lose (in whole or in part) the services of its Internet service provider, or other suppliers or partners, or lose any business, advertisers or endorsements. You hereby grant to AIG Canada and AIG Representatives a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicenseable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use Your Content in connection with the operation of the Site and the administration of the Challenge.

Additionally, you represent and warrant that Your Content will be accurate and will not (a) infringe any third party’s copyright, trademark, patent or other proprietary rights or rights of publicity or privacy; (b) violate any law (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); or (c) be libelous, obscene, hateful, unlawfully threatening, or unlawfully harassing.

You understand that the handling of data submitted or otherwise accessible to the Site, including Your Content, may be unencrypted and involve (a) transmissions over various networks; (b) changes to conform and adapt to technical requirements of connecting networks or devices; and (c) transmission to AIG Representatives to provide the necessary hardware, software, networking, storage, and related technology required to operate and maintain the Site. Although we strive to keep Your Content secure, given the nature of the Internet, we cannot guarantee that we will be successful in doing so. Accordingly, you acknowledge that you bear sole responsibility for adequate security, protection and backup of Your Content. We will have no liability to you for any unauthorized access or use of any of Your Content, or any corruption, deletion, destruction or loss of any of Your Content.

5. **Intellectual Property.** If you submit any information or materials through the Site or to an e-mail account associated with the Site and do so prior to registration to the Challenge or following termination of your registration for the Challenge, such information and/or materials may be freely used by AIG Canada and AIG Representatives without any compensation to you and you grant to AIG Canada and AIG Representatives a perpetual, irrevocable, transferable, worldwide, royalty free licence to use, reproduce, publish, broadcast, import, modify, upgrade, create derivative works of, translate, adapt, commercialize and exploit such information and materials. You represent and warrant that you are the owner of Your Content and that you are legally free to make the disclosure and to grant the licenses and other rights contemplated in these Terms of

Use. You also agree that Your Content is subject to the additional terms and conditions in the Challenge Rules.

6. Site Limited License. AIG Canada (and/or its licensors) will retain all ownership in the Site and all content generated by it that is displayed on the Site. AIG Canada grants you a nonexclusive, revocable right to use the Site provided that you do not (i) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, or (ii) modify or attempt to modify the Site in any manner or form except that you have the right to modify your self-generated content on the Site. The license granted to you by AIG Canada is a limited license to access and make personal use of this Site and not to download (other than page caching) or modify it, or any portion of it, except with express written consent of AIG Canada. This Site or any portion of this Site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of AIG Canada. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including the Challenge descriptions, images, text, page layout, or form) of AIG Canada or its licensors without express written consent. You may not use any meta tags or any other "hidden text" utilizing AIG Canada's name or trademarks (or those of any AIG Representative) without the express written consent of AIG Canada or such AIG Representative. Any unauthorized use terminates the permission or license granted by AIG Canada. You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of the Site so long as the link does not portray AIG Canada or any of the AIG Representatives, or their respective products or services in a false, misleading, derogatory, or otherwise offensive matter. You may not use any logo or other proprietary graphic or trademark of AIG Canada, its licensors or any AIG Representative as part of the link without express written permission.

7. Compliance with Rules. You agree not to use any device, software or routine to interfere with the proper working of the Site or which is intended to damage, interfere with, surreptitiously intercept or expropriate any system, data or personal information. You agree not to take any action (including without limitation, spamming) that imposes an unreasonable load on our infrastructure. You agree not to take any actions which may undermine the integrity of our system or the services, such as: leaving feedback or ratings for yourself; using the Site in violation of local, state, provincial, federal, national or international law; uploading of files or content that contain material that violates the intellectual property rights of any third party. You are solely responsible for compliance with all applicable laws and regulations regarding your use of the Site and the transfer of the technologies or information with which you are involved, including without limitation, import/export requirements, and AIG Canada expressly disclaims any liability or responsibility thereto. You will comply with any codes of conduct, policies or other notices we provide you or publish on the Site, and you shall promptly notify us if you learn of a security breach related to the Site or our services.

8. No Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS OF USE, THE SERVICES ARE PROVIDED "AS IS". NEITHER AIG CANADA NOR ANY AIG REPRESENTATIVE MAKE ANY WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING NO WARRANTIES OF MERCHANTABILITY, TITLE, NON-

INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, RESPECTING THE SERVICES.

9. Limitation of Liability and Disclaimer. NEITHER AIG CANADA NOR ANY AIG REPRESENTATIVE WILL BE LIABLE TO YOU OR ANY STARTUP FOR ANY DAMAGES, CLAIMS, EXPENSES OR OTHER COSTS (INCLUDING, WITHOUT LIMITATION, REASONABLE LEGAL FEES) YOU SUFFER OR INCUR AS A RESULT OF THIRD PARTY CLAIMS RELATING TO YOUR USE OF THE SERVICES. UNDER NO CIRCUMSTANCES WILL AIG CANADA OR ANY AIG REPRESENTATIVE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) OR FOR ANY DAMAGES IN EXCESS OF \$100 REGARDLESS OF THE CAUSE.

You agree that you will be responsible for, and at the request of AIG Canada or any AIG Representative, defend AIG Canada and/or AIG Representative from, third party claims arising out of information you provide to AIG Canada (through the Site or otherwise) for publication, any breach by you of these Terms of Use.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of this Site or AIG Canada's services (or those of AIG Representatives) must be filed within one (1) year after such claim or cause of action accrues, or be forever barred.

10. Other Contracts, Confidentiality. You agree that you will not disclose to AIG Canada or any AIG Representative, any information which you are under an existing contractual or other legal obligation to maintain in confidence or otherwise do not have the right to sell or license.

11. Third-Party Web Site Links. The Site may contain links to websites operated by parties other than AIG Canada. Such links are provided for reference only and AIG Canada does not control such websites and is not responsible for their contents. AIG Canada's inclusion of links to such websites does not imply any endorsement of the material on such websites or any association with their operators.

12. No Third Party Reliance. You agree that you will not present to third parties any content or material in a manner that could be construed as conveying sponsorship, endorsement, option, or representation or warranty of AIG Canada or any AIG Representative. The agreement created by these Terms of Use shall have no third party beneficiaries, other than AIG Representatives.

13. Copyright. All content included on this Site, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of AIG Canada and/or its licensors and protected by United States and Canadian copyright laws, as well as international copyright treaties. The compilation of all content on this site is the exclusive property of AIG Canada and protected by U.S. and Canadian copyright laws, as well as international copyright treaties. All software used on this site is the property of AIG Canada and/or its licensors and protected by United States and Canadian copyright laws, as well as international copyright treaties.

The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that any content made available in connection with the Site infringes your copyright, you (or your agent) may send us a notice requesting that the content be removed, or access to it blocked. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA (see <http://www.loc.gov/copyright> for details). Please note that the foregoing only applies to copies stored, processed or communicated in the United States. Notices and counter notices should be sent to us at:

By Mail:

Copyright Agent

AIG Insurance Company of Canada
c/o Global Innovation & Digital Business Centers, AIG
Rincon Two
121 Spear Street
San Francisco, CA 94105

Attn: Tamisha Smith (AIG - 3rd floor)

By Email: innovationcenter@aig.com

14. **Termination.** You are responsible for properly terminating your account. We reserve the right to (i) modify or discontinue, temporarily or permanently, the Site or our services (or any part thereof); and (ii) refuse any and all current and future use of the Site or our services (or any part thereof), suspend or terminate your account (any part thereof) or use of the Site or our services (or any part thereof) and remove and discard any of Your Content on the Site (or otherwise in our possession or under our control) or our services (or any part thereof), for any reason, including if we believe that you have violated these terms and conditions. We shall not be liable to you or any third party for any modification, suspension or discontinuation of the Site or our services (or any part thereof). All of Your Content on the Site or otherwise in our possession or under our control may be permanently deleted by us upon any termination of your account in our sole discretion.

14. **Indemnification.** You shall defend, indemnify, and hold harmless AIG Canada, AIG Representatives, and their respective directors, officers, employees, agents, contractors, advisors and other representatives (“**Indemnitees**”) from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, arising or resulting from your breach of these terms and conditions, any of Your Content that is uploaded, posted or otherwise transmitted to the Site using your account, or your other access, contribution to, use or misuse of the Site or any of our services. We shall provide notice to you of any such claim, suit or demand. We reserve the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

15. Miscellaneous . These Terms of Use will be interpreted in accordance with the laws of the Province of Ontario, Canada (excluding any rules governing choice of laws) and the federal laws of Canada that apply in the province of Ontario. Any legal proceeding arising out of these Terms of Use will occur in the city of Toronto, Ontario. These Terms of Use will be binding on and will inure to the benefit of the legal representatives, successors and assigns of the parties hereto. These Terms of Use (and the Challenge Rules following registration to the Challenge) constitute the entire agreement between AIG Canada and you with respect to the subject matter hereof, and you have not relied upon any promises or representations by AIG Canada (or any of the AIG Representatives) with respect to the subject matter except as set forth herein. You shall not assign the agreement created by these Terms of Use or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law.