

Terms and Conditions of Use

Access to the Web portal for insurers, brokers and fleet managers (the "**Portal**"), allows you to send directly to Belron Canada Inc. (hereinafter referred to as "**Belron**") information relating to your customers' files via the Portal. Access to and use of the services available on this Portal which will be described in more detail hereafter (the "**Service**") are governed by these Terms and Conditions of Use (the "**Terms and Conditions**"). By checking the box relating to the Terms and Conditions and clicking on "**SUBMIT**" in the Portal window, you declare that you are an authorized representative of the insurance company, broker or fleet manager (hereinafter referred to as the "**Insurer, Broker or Fleet manager**") on whose behalf the user account is created and that, in this capacity, you have read the Terms and Conditions and agree to bind the Insurer, Broker or Fleet manager to their provisions.

1) Service - Subject to your acceptance of the Terms and Conditions, Belron allows you to transmit through the Portal the information needed for a claim made by a customer relating to the broken glass of a vehicle. Following the receipt of this request, a Belron employee will contact your customer at the earliest opportunity based on the information that you will have provide us with in order to make an appointment with one of our service centers.

In addition to these Terms and Conditions, the terms and conditions of any agreements between Belron and the Insurer, Broker or Fleet manager, between Belron and the customer and Belron's general terms and conditions of sale and repair shall apply to any request for Services made through the Portal.

If a request through the Portal is interrupted and has not been confirmed by an authorized Belron representative, some information may not be retained and will need to be provided again.

2) Consent and Accuracy of Information - You declare to Belron that the information that you send through the Portal and its use by Belron within the scope of the Service does not violate the rights of any other person, in particular that you have obtained the consent of each of your clients to disclose and share his personal information. You are responsible for the content and accuracy of the information provided and for all consequences of providing incorrect information. In connection with the information provided through the Portal, an invoice will be issued to your customer by the service center and the counterpart will be submitted by Belron for payment to the Insurer, Broker or Fleet manager.

3) Access to Secure Areas - Access to and use of the secure areas of the Portal are reserved to authorized users who have registered with Belron. You acknowledge and accept that you are the only person responsible for your account and for protecting your password for this account, that you will not disclose this password to anyone other than the Insurer, Broker or Fleet manager's employees that you have authorized access to the Service and that only these individuals will have access to your user account. You are liable for any damage that might be caused by the use of your access to the Portal by an individual authorized by you or by a third-party. In addition, you will advise Belron immediately of any unauthorized use of your password. Belron will not be liable in any way whatsoever for the unauthorized use of your password.

4) Intellectual Property - Belron grants you a limited license, without the right to sublicense, entitling you to access the Portal and use it solely for lawful purposes. You agree that all of the elements placed at your disposal on the Portal, including but not limited to, trademarks, text, files, animated or unanimated images, illustrations, logos and software (hereinafter called the "**Elements**"), are owned exclusively by Belron or its licensors. You may only use the Portal and Elements for purposes of the Service. All rights that are not expressly vested in you herein are expressly reserved for Belron, its affiliates and licensors.

5) Confidentiality - In view of the fact that, on account of your use of the Portal and Service, Belron and you will be exchanging information, including information of a financial, commercial and technical nature related to the Service and to customers (name, telephone number, postal

code) ("**Information**"), you acknowledge and agree that the Information exchanged in this manner is and will remain confidential and the property of Belron. In addition, the information that you provide through the Portal may be a customer's personal information. You therefore agree to obtain the consent of any person whose personal information you provide for the collection and use of this personal information by Belron and by the service center that will perform the repair or replacement for the purposes of the Service.

Belron undertake, and you undertake to take all necessary steps to ensure that any copy, reproduction or download of the Information, including personal information, is limited to the employees who need to know this personal information in order to perform their duties due to the nature of their duties (the "**Designated Representatives**"). The file containing the personal information collected by Belron in connection with the Service will be maintained at our premises or on our servers and will be accessible to our employees, agents, mandataries and those of our affiliates or service providers who require it in the course of their duties. To the extent permitted by law, a person may request access to the file containing his or her personal information and request its correction by contacting us at:

Belron Canada Inc.
Communications Department
8288, Boulevard Pie-IX
Montreal, QC H1Z 3T6

6) Disclaimer - You acknowledge that the transmission of any unprotected information on the Internet presents risks of interception, alteration or loss, that the confidentiality of information sent this way may be compromised and that Belron will not be held liable in any way in this regard. You agree that Belron will monitor access to the Portal and can intervene in this regard. Belron does not warrant in any way that the use of the Portal or Service will meet your specific needs or will be uninterrupted, accurate, complete, free of defects, errors, viruses, bugs, malicious code, Trojan horses, logic bombs or any other harmful components, or that any problems that can be detected will be corrected. You are responsible for obtaining the necessary equipment and communications services to connect to the Portal, the terms and conditions attached to it, and the consequences of your use of them.

7) Indemnification - You agree to indemnify and hold harmless Belron, its affiliates, subsidiaries, independent contractors, licensors, service providers and consultants as well as their respective officers, directors, agents, employees and associates (collectively referred to herein as the "**Indemnified Parties**") against any damages, claims, costs, obligations and expenses (including, in particular, reasonable attorneys' fees), including in particular any legal actions initiated or threatened, and any demands or claims against the Indemnified Parties, resulting from your conduct or your violation of these Terms and Conditions or your violation of the rights of any third parties.

8) Modification, Suspension and Discontinuation of Activities - Belron may, at any time at its sole discretion, terminate your use of the Portal. In the event that you breach the stipulations of this agreement, Belron can revoke the authorization granted to you herein to use the Portal and the Service and take any other steps that Belron considers appropriate under the circumstances. Belron reserves the right to change the location of the Portal on the Internet without notice at any time. Belron expressly reserves the right to modify the Terms and Conditions at any time by so advising you. Belron reserves the right to modify the content of the Portal or the Service and/or temporarily or permanently cease operating the Portal and/or the Service without notice at any time.

9) General - The Terms and Conditions are governed by the laws of the province of Quebec, without reference to their provisions regarding conflict of laws, and by the applicable federal laws of Canada. The Terms and Conditions constitute the entire agreement between the Insurer, Broker or Fleet manager and Belron regarding your use of the Portal.

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Updates: These Terms and Conditions of Use were updated on 2019-06-05.
Please check them periodically for any changes.