

GroupBenefitz Terms & Conditions

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Age of Consent:

By using this site, you represent that you are at least the age of majority in your province of residence, or that you are the age of majority in your province of residence.

General:

- All products and services are subject to the terms and conditions of any applicable agreements.
- Our products and services are available only in jurisdictions where they may be lawfully offered for sale. Not all products and services are available in all geographical regions.
- This site is not intended to provide you with any personalized financial, accounting or tax advice. It should not be used as a substitute for personal advice from a licensed group benefits advisor or other appropriate professional advisors. This site is not intended to provide you with any legal advice. If you require legal advice, please consult with your lawyer.
- We make reasonable efforts to maintain the availability of this site. However, there will be times when this site will be unavailable for use or when we find it necessary to shut down this site for a period of time for maintenance, updates, and other reasonable adjustments.
- The products and services described in the site are available only in Canada. Nothing in this site is intended to constitute an advertisement for the promotion of such products and services in other jurisdictions.
- The GroupBenefitz Platform Inc. will not be liable for any errors or delays in, loss or damages caused by, or actions taken in reliance on, this information.

Confidentiality:

The GroupBenefitz Platform Inc. is committed to respecting the privacy of your personal information. By submitting application and enrollment information, you confirm that you are responsible to ensure that any information, text, images, photos or other content you submit ("Your Content") is truthful and compliant with all applicable laws. You must not submit any content that is misleading, defamatory, discriminatory, abusive or otherwise inappropriate, or that infringes or violates anyone's rights. You confirm that Your Content complies with the Know Your Client requirements and codes of ethics that apply to the Provider. It is, however, important to keep in mind that the Internet is not a secure medium of communication. For this reason, we cannot guarantee the privacy of any information you

input, send to us, or request be delivered to you during its transmission over the Internet. We will not be responsible for any damages you or others may suffer as a result of the loss of confidentiality of such information in the course of transmission over the Internet. If you would like to access, correct, amend or delete any personal information we have about you, register a complaint, or simply want more information please send an email to support@groupbenefitz.ca. In the subject of your message, please state "ATTN: Customer Service - Privacy".

Terms applicable to Third-Party services, tools and sites:

When we offer you access to the services of a third-party provider, we are responsible for collecting your fees and managing your subscription. We may provide other administration services. However, by accessing any third-party services, you confirm that you understand and agree to the Terms.

- 1) **Third-Party Terms.** You access the services on or through the Website of the third party and as such, you are subject to the third party's terms and conditions of use. Please carefully review them.
- 2) **Policies.** By using the services of a third party, you are subject to their privacy and security policies. Please carefully review them.
- 3) **Disclaimer.** The services of third parties are provided on an "as is" and "as available" basis. We make no warranties of any kind, whether express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose and non-infringement. We specifically make no warranties that the website or services of any third party, including any content, information, products or services obtained from or through the use of the website or the services, will be provided on an uninterrupted, timely, secure or error-free basis or that such services or the results derived therefrom will meet your requirements or expectations.
- 4) **Limitation of Liability.** You expressly understand and agree that we will not be liable for:
 - a) any direct, incidental, special, exemplary, indirect or consequential damages; or
 - b) any damages for any loss of revenue, profits, savings, or goodwill; or
 - c) any damages for loss of data or unavailability of any website or services regardless of whether we had been advised or could have foreseen the possibility of such damages arising out of or in connection with: (a) the use, inability to use or performance of the services, products or website of third parties; (b) any unauthorized access to or modifications to any of your content on or transmissions to third party websites; or (c) any other matter relating to the website, services or products of third parties.

The GroupBenefitz Platform Inc. may use third-party service providers to provide certain tools and/or programs, some of which may be housed on a third-party server or a site that has been independently developed by others. As such, while accessing this site you may be linked to such other third-party servers. Access to other sites or use of any third-party tools or programs on this site is subject to all the terms and conditions found on such third-party site(s). Third-party websites accessed by hypertext links appearing on this site may have been independently developed by others. We are not responsible for the contents or operation of such third-party sites and we do not guarantee the accuracy of any information in them. The listing of an organization not affiliated with The GroupBenefitz Platform Inc. on this site should not be interpreted as an endorsement of its services or products by The GroupBenefitz Platform Inc. or any of its representatives. The GroupBenefitz Platform Inc. disclaims any and all responsibility and liability for the accuracy, content, completeness, legality, reliability or operability of such third-party websites or the services and resources available on them. Any concerns regarding any such service or resource should be directed to the particular service or resource.

Professional Advice from a Licensed Group Benefits Advisor:

It is highly recommended that you obtain independent advice from a licensed group benefits advisor to discuss your needs and budget before purchasing a program to ensure the proper fit. To obtain advice, simply send us an email to sales@groupbenefitz.ca or visit www.groupbenefitz.ca and submit your request to connect with an advisor through the [Contact Us](#) link. If you choose to purchase a policy without speaking with an advisor first, you confirm you understand that you had the opportunity to access live advice for free and will continue to have access to an advisor after the policy is in force at all times, but have freely chosen to forego speaking with a licensed professional before the purchase and will hold plan providers harmless against any claims regarding not have a clear understanding of the program fit beforehand.

Terms applicable to the Services:

Unless otherwise defined, all capitalized terms used in these Terms have the meanings given to them in Rule H1 ("Rule H1") of Payments Canada ("PayCan").

- 1) By applying, enrolling, accessing, and/or using the GroupBenefitz Health and Wellness Plans, you confirm that you have read and agree to these Terms & Conditions as well as to the respective plan contract terms and conditions.
- 2) **Authorized Representative:** You are the authorized representative for your incorporated company, sole proprietorship, or partnership who can legally agree and bind to the plan contract terms and conditions. The Plan is being sponsored by a legally incorporated company, sole proprietorship, or partnership, with a true employer/employee relationship.
- 3) You and/or other plan members have valid Provincial Health Insurance coverage.
- 4) You and/or other plan members are working a minimum average of 20 hours per week to remain eligible.
- 5) **Period of Subscription Services & Renewal:** Unless stated otherwise, the plans are provided as subscription contracts and renew monthly automatically.
- 6) **Fees and Premiums:** Stated premiums do not include applicable Federal or Provincial Sales Taxes. Coverage starts on the 1st of the upcoming month. Premiums are charged in full months in advance on the 1st of the month and will not be pro-rated.
- 7) **Payment:** You understand and agree to the Terms of Payment. If you subscribe to any paid Services, you agree to pay the initial and recurring subscription fees (at the frequency specified at the time of purchase), plus applicable taxes, until you cancel your subscription. Taxes are calculated based on your billing address. Each billing period, we will charge the Payment Method (i.e., credit card, or pre-authorized debit (PAD)) that you have provided for the amount due.
- 8) **Fees and Premium Changes:** We will notify you in advance if your subscription fee will change. You agree to the new fee unless you cancel your subscription before the date the new fee takes effect.
- 9) **Cancellation / Revocation:**
 - a) You may cancel your subscription to any paid Service with 30-days' notice by contacting us in writing at support@groupbenefitz.ca. If you cancel your subscription, the cancellation will take effect on the last day of your billing cycle following the notice period, unless you agreed to a specific subscription period that is still in progress. In that case, the cancellation will take effect at the end of the subscription period. The billing cycle is the first to last date of each month.
 - b) If we do not receive any amount due, we may terminate your Services. You remain responsible for any outstanding amounts. Upon non-payment of premiums, attempts will be made during the next 30 days to contact you to pay any amounts owing. At the 30-day mark, coverage will be retroactively terminated to the 1st of the prior month and coverage will not be reinstated until all premiums are paid.

- c) Upon termination, you may not be permitted to rejoin the plan for 2 years or more based on the sole discretion of The GroupBenefitz Platform Inc.

10) Payment made by Credit Card:

- a) **Authority to Debit Credit Card.** Online payment using a credit card constitutes a contract between you and GroupBenefitz Please read them carefully. By clicking "I have read and agreed to the terms and conditions." on the associated application or order form online, you confirm that you accept these Terms, otherwise, do not proceed. All payments of GroupBenefitz invoices using the online credit card facilities are subject to the following conditions. GroupBenefitz accepts the following cards:
 - i) American Express
 - ii) Discover
 - iii) MasterCard
 - iv) Visa
- b) **Authority:** You warrant that:
 - i) You are 18 years of age or over.
 - ii) You have the appropriate authority to validly accept the Online Payment Terms and are able to and will meet your obligations in relation to these Terms.
 - iii) The credit card used in connection with the Services is issued in your name or you are authorized to use the credit card.
 - iv) You will pay the credit card issuer all charges incurred in the use of the Services.
 - v) The information supplied by you is true and correct.
 - vi) When you complete the online application and payment form, funds will be deducted from your credit card in CAD currency. All payments are debited to The GroupBenefitz Platform Inc.. Due to the way transactions are processed by the external banking sites, there may be delays of 1-3 days in updating your payment in GroupBenefitz's records.
- c) **Credit card payments are secure:**
 - i) To ensure the highest level of protection for Institution and End User payment information, GroupBenefitz may rely upon a third party for Credit Card payment processing services (the "Payment Processor"). Payments will be processed directly by Authorize.net (CAD and US dollar transactions) using Secure Socket Layer (SSL) technology. Subscription billing will be managed and maintained by staxbill (Fattmerchant, Inc.) in their encrypted and secure environment.
 - ii) Credit card numbers are protected with a high level of encryption when transmitted over the Internet.
 - iii) GroupBenefitz does not store in any way your credit card details.
- d) **Payment Confirmation:**
 - i) If successful, you will receive a confirmation notice of your completed payment.
 - ii) If unsuccessful, you will be advised that your payment has failed. GroupBenefitz will not be advised why a payment has failed; therefore, you should contact your credit card provider for details.
 - iii) If your payment fails, please use one of the other payment methods available to you such as another valid credit card. Please arrange an alternative payment method promptly to ensure continuous use of GroupBenefitz services and Internet resources.
 - iv) GroupBenefitz will confirm your payment details via email.
- e) **Account changes:** You can update or change your credit card payment information by contacting us via email at support@groupbenefitz.ca. GroupBenefitz will then provide you with instructions how to update your credit card payment information.
- f) **Disclosure of Information:** By using GroupBenefitz online application and subscription services you accept and consent to your personal data being provided to GroupBenefitz, and any third party acting on our behalf, for sole purpose of offering and administering the online payment. We respect the privacy of every individual who visits our site. The GroupBenefitz

websites have security measures in place to protect the loss, misuse and alteration of the information under our control.

- g) **Information for Employees:** In the event that you are an employee and your employer pays the fees associated with the subscription services provided on your behalf, please contact your employer if you have any questions.
- h) GroupBenefitz Terms and Conditions for online credit card payments are subject to change at any time. Each transaction shall be subject to the specific Terms and Conditions that were in place at the time of the transaction. If you have any questions or concerns, please contact support by email at support@groupbenefitz.ca. Important security note: Never transmit credit card information by e-mail.

11) Payments made by Pre-Authorized Debit (PAD Agreement):

- a) **Authority to Debit PAD Account.** You, as primary or co-applicant account holder (“you” or “Payor”) authorize The GroupBenefitz Platform Inc. (GroupBenefitz, and any third party acting on our behalf) to debit or withdraw from your account at a Processing Member (the “PAD Account”) for the purpose of transferring funds from the PAD Account to GroupBenefitz any payments that you have agreed to make under the listed group policy(ies) and/or as otherwise specified to be made by pre-authorized debit as though you had personally signed a cheque, in accordance with the rules of Payments Canada. Your authorization in this regard, along with these Terms, constitute your “Payor’s Authorization for Pre-Authorized Debits” in accordance with the requirements of the PayCan’s Rule H1.
- b) **Waiver/Modification of Pre-notification/Confirmation Periods.** You understand that changes to the Group Policy(ies) including as applicable, to premium amounts or to the method or required amount of payment (including changes requested to the **Terms**), to the frequency of timing or the period, or termination and recommencement of automatic payments under these **Terms** may increase or decrease the amount withdrawn or to be withdrawn from our account. Accordingly, you authorize such changes, waiving any pre-notification requirement with respect to them. The premium due will be the amount stated plus applicable taxes in the monthly premium statement issued to you by us. You waive your right to receive pre-notification under Sections 15 and 16 of PayCan’s Rule H1, and you agree no advance notice will be provided to you in the event of a change in the amount or timing of a PAD. If applicable, you agree to reduce the Confirmation period to three (3) Calendar Days.
- c) **Account changes:** You will notify GroupBenefitz if your financial institution, branch or account number changes. To continue withdrawals without interruption, notice of any change is required 14 days before the change effective date. GroupBenefitz may, but is not obligated to, rely on verbal instructions from us to amend this authorization.
- d) **Cancellation / Revocation:**
 - i) You may cancel your subscription to any paid Service with 30-days’ notice by contacting us in writing at support@groupbenefitz.ca. If you cancel your subscription, the cancellation will take effect on the last day of your billing cycle following the notice period, unless you agreed to a specific subscription period that is still in progress. In that case, the cancellation will take effect at the end of the subscription period. The billing cycle is the first to last date of each month. You understand that if any withdrawal is not honoured within the grace period allowed for premium payments, this PAD agreement and the insurance coverage detailed in the premium statement will end without further notice.
 - ii) This PAD agreement may be cancelled if any withdrawal is not permitted or is reversed by the financial institution, or if written notice is provided 30 days before the next scheduled PAD. To obtain a sample cancellation form, or for more information on your right to cancel this PAD agreement, contact your financial institution or visit www.payments.ca.

- iii) To obtain more information on your PAD agreement, contact your GroupBenefitz group advisor representative. You agree that if pre-authorized payments are suspended, the method of payment may automatically be changed by GroupBenefitz, in its sole discretion, to whatever it then offers on a non pre-authorized debit basis. GroupBenefitz, in its sole discretion, may require a new written PAD agreement if this PAD agreement is cancelled for any reason.
- e) **Recourse / reimbursement statement:** You have certain recourse rights if any debit does not comply with this PAD agreement. For example, you have the right to receive reimbursement for any debit that is authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca.
- f) **No Validation by Processing Member:** The Processing Member is not responsible for validating the terms of your Payor's Authorization for Pre-Authorized Debits in respect of any PAD issued and drawn on the PAD Account. Until cancelled or revoked by you in writing to us in accordance with these Terms, we are authorized to withdraw the amounts you have specified from the PAD Account and credit it to us in accordance with your instructions.
- g) **Authority:** By clicking "I have read and agreed to the terms and conditions." on the associated application or order form online, you confirm your Payor's Authorization for Pre-Authorized Debits is duly Authorized by the valid authority for the PAD Account in accordance with applicable agreements with the Processing Member, and all persons whose signatures are required to authorize withdrawals has read, understood, and agreed to this Payor's Authorization for Pre-Authorized Debits. Furthermore, you agree that any PAD instructions you provide may only be made in respect of a PAD Account that is held in your name. You agree that a photocopy or electronic copy of this PAD agreement will be as valid as the original.
- h) **Disclosure of Information:** You consent to the collection, use, and disclosure to third parties (including any third party acting on our behalf) of your information, but only as far as any such disclosure is directly related to and necessary for the proper application and processing of the PAD.
- i) **Confirming withdrawals:** You agree to regularly review your account information and if you question or disagree with the amount withdrawn or any account changes, you will notify GroupBenefitz in writing within 10 days of the withdrawal or account changes; otherwise, you agree that the withdrawal or account changes will be considered to have been properly made. For questions related to these withdrawals you may contact GroupBenefitz via email at support@groupbenefitz.ca.
- j) **Non-sufficient funds (NSF) information:** If there is not enough money in your account to cover the total amount due ("due" as an amount owing, or as an amount otherwise specified to be withdrawn under this PAD agreement), you authorize GroupBenefitz to make a second attempt to withdraw the amount due (which may be greater than the amount due at the first attempt). If the second attempt is also returned NSF (of if GroupBenefitz decides, in its sole discretion, not to make the second attempt), you understand that pre-authorized payments will be suspended, and possibly cancelled by GroupBenefitz and result in loss of coverage. You understand that you are responsible for any NSF charge(s).
- k) **Assignment and Enurement:** This Payor's Authorization for Pre-Authorized Debits: (i) may not be assigned by you without our prior Written consent; (ii) may be assigned by us, and you hereby waive any requirement of prior written notice by GroupBenefitz to you of the assignment of this PAD agreement; and (iii) binds and enures to benefit of GroupBenefitz and the Payor, and their respective successors and permitted assigns.
- l) **Governing Law and Language:** These Terms shall be governed by and construed in accordance with the laws of the Province of Ontario and applicable laws of Canada. You hereby consent and submit to the non-exclusive jurisdiction of the courts of the Province of Ontario sitting in the City of Ottawa in any action or proceeding with respect to all matters pertaining to these Terms.

- m) **Contact information:** For more information about the Terms (PAD Agreement), contact The GroupBenefitz Platform Inc. at finance@groupbenefitz.ca or call: 1-855-833-2639.

Coverage Terms, Re-enrollment, and Plan Changes:

- Gold level coverage of the GroupBenefitz Classic plan is only available in year 2, after being enrolled for 12 months or more in the GroupBenefitz Classic Silver plan.
- Plan changes can be made when premium rates change on December 1st each year.
- Members can only move up or down one level during re-enrolment.
- Plan changes cannot be made retroactively.

Ongoing Responsibilities as a Plan Participant:

You agree and confirm that:

- **Family and Life Event Changes:** You will report changes to your household within 30 days such as marriage, living common-law (from 12th month), divorce, birth/death of a family member, loss of spousal benefits coverage, updating the status of children over age 21 who are either students or disabled.
- **Insurer Requests for Information:** Respond to any insurer requests immediately such as claim audits, requests for additional claims, or medical information.
- **Claim Submission Timelines:** Submit all eligible claims within the time limits noted in your plan policy, including immediate notification of an Out of Country claim.
- **Personal Information Changes:** Report any changes in name, home address, email address, banking information, gender, etc.
- **Conversion when employment ends:** When you leave your company or employer, complete the application for the conversion of benefits within 30 days of losing your group coverage.

Coordination of Health and Dental Insurance Benefits:

Depending on your personal situation, you may have the ability to make a choice regarding your health and dental benefit coverage:

If you are **married or living common-law** and your spouse is covered through a benefits plan at their work, you can choose one of 3 coverage options:

1. Opt-out of both health and dental.
2. Opt-in for single coverage for health and/or dental.
3. Opt-in for family coverage for health and/or dental.

If you Opt-out or just take single coverage, your spouse/children must be covered for Health and Dental under their employer's plan. You could only opt back in for family coverage in the future without a medical questionnaire if your spouse lost their coverage through their employer and you reported this change within 30 days of the loss in coverage.

If you are **married or living common-law** and your spouse is not covered through a benefits plan at their work or if you are single (i.e. not married or living common-law, or have no eligible children) all coverage is mandatory and there is no option to Opt-out.

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If any provision in these conditions of use is held invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect. These conditions of use shall be governed by and construed in accordance with the laws of the Province of Ontario and applicable laws of Canada. You hereby consent and submit to the non-exclusive jurisdiction of the courts of the Province of Ontario sitting in the City of Ottawa in any action or proceeding related to your use of this site.

Furthermore and to the extent allowed by law, the Services are provided "as is", "as available" and without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose and non-infringement. We will not be responsible for any reliance that you may place on the Services. We will not be liable for any indirect or consequential damages, for any loss of revenue, loss of data or unavailability of any website or services, or for any damages in excess of the amount you have paid for the Services in the 6 months preceding your claim, whether in contract or in tort (including negligence), even if you have advised

us of the possibility of such damages.

Severability:

If any provision in these Terms is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect.

Language:

The parties hereto have requested that these terms and conditions as well as all other related documents be drawn up in English.

Buying insurance online in Quebec:

GroupBenefitz Insurance plans are not currently available for sale in the province of Quebec.

Company Information:

The GroupBenefitz Platform Inc. is the Insurtech provider of technology and services to its network of licensed group benefits advisors and agents across Canada.

Name of our firm

The GroupBenefitz Platform Inc.

Contact information

Head Office
1000 Innovation Drive, Suite 585
Kanata, ON K2K 3E7
www.groupbenefitz.ca

If you have any questions or require additional assistance:

If you have questions about the Terms and Conditions or you are unhappy with a GroupBenefitz product or service, we want to hear from you. Please send questions or concerns to us via email at support@groupbenefitz.ca.