

VWFS INSURANCE SERVICES INC. WEB SITE USAGE AGREEMENT

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WEB SITE USAGE AGREEMENT BETWEEN USER AND VWFS INSURANCE SERVICES INC. SERVICES INC. ("VWFS Insurance Services Inc.")

Initial Notice

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This Agreement is effective on the earlier of the date (a) you click to accept this Agreement, or (b) you first access the Web site, or use any related services. You acknowledge VWFS Insurance Services Inc.'s Privacy Policy located at [vw.ca/insurance or audi.ca/insurance] (the "Privacy Policy"), as revised from time to time, and you consent and agree to our collection, use and disclosure of personal information as described in the Privacy Policy.

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The insurance coverage described in the Web site is underwritten by [Co-operators General Insurance Company], or by third party insurance companies which have entered into agreements with VWFS Insurance Services Inc. and is administered by [Co-operators General Insurance Company].

Any quotes provided by the tools contained on the Web site are estimates only, and are neither an acceptance of insurance nor a guarantee of insurability. Such quotes are based on the information you have provided and do not include any applicable taxes. Further information may be necessary to provide you with a final quote and, accordingly, the actual premium may be higher or lower than the premium described in the quote provided by the Web site. You must contact VWFS Insurance Services Inc. to obtain a final quote and finalize your transaction. Whether you are contracting online or offline, you must provide us with all known facts which are likely to materially influence us in the appraisal of the risk, the setting of the premium or our decision to provide you with coverage. In the event of a difference between the premium estimated on-line and that finally quoted by VWFS Insurance Services Inc., whether higher or lower, the premium finally quoted by VWFS Insurance Services Inc., whether online or offline, as the case may be, will apply.

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Note that in some circumstances, applicable law may not allow for limitations on certain implied warranties, or exclusions or limitations of certain damages. Solely to the extent that such law applies to you, some or all of the above disclaimers, exclusions or limitations may not apply to you.

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As a condition of use of this Web site, you agree to indemnify VWFS Insurance Services Inc., its parent, subsidiaries and affiliates, and the shareholders, officers, directors, employees, and agents of any of them against and from and against any and all claims, demands, judgments, costs, liabilities, expenses (including attorneys' fees), and damages arising out of claims resulting from your use of this Web site, including, without limitation, any claims alleging facts that if true would constitute a breach by you of these terms and conditions.

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VWFS Insurance Services Inc. reserves the right to change this Agreement at any time by revising the terms and conditions herein. You are responsible for regularly reviewing these terms and conditions. Continued use of this Web site following any such changes shall constitute your acceptance of such changes.

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You grant to VWFS Insurance Services Inc., its parent, affiliates and subsidiaries a worldwide, perpetual, irrevocable, royalty-free, transferable, sublicensable (through multiple tiers) license to use and incorporate into its products, services and the Content ideas, suggestion, enhancement requests, recommendations, corrections or feedback provided by you through the Web site or use thereof.

You acknowledge that any non-identifiable information gathered by VWFS Insurance Services Inc. through your use of the Web site and its related services may be used by us for our own marketing, promotional and product development purposes and more specifically may be stored in a database and used by us to identify, customize and personalize user access, user experience on the Web site. Such information may be shared with our affiliates, suppliers, licensors, partners and clients in furtherance of the forgoing purposes, but shall in no way identify you or include any personal information you provide through the Web site in identifiable form or in a manner that can be used to identify you or any other individual.

General Terms

This Agreement shall be deemed to include all other notices, policies, disclaimers, and other terms contained in this Web site; provided, however, that in the event of a conflict between such other terms and the terms of this Agreement, the terms of this Agreement shall control.

This Agreement shall be deemed to have been made in the province of Ontario, Canada and shall be interpreted, and the rights and liabilities of the parties hereto determined in accordance with the laws of the province of Ontario, Canada, without regard to conflicts of law principles. The parties consent to the exclusive jurisdiction of the courts for the province of Ontario for the determination of any claim or controversy between the parties and arising out of or relating to this Agreement. Both parties hereby consent to the jurisdiction of the Ontario courts and waive any objections as to personal jurisdiction or as to the laying of venue in such courts due to inconvenient forum or any other basis.

You acknowledges that no joint venture, partnership, employment, or agency relationship exists between you and VWFS Insurance Services Inc. as a result of this Agreement or use of this Web site. You agree not to hold yourself out as a representative, agent, or employee of VWFS Insurance Services Inc. and VWFS Insurance Services Inc. shall not be liable for any representation, act, or omission made by you.

This Agreement is expressly made subject to any laws, regulations, orders or other restrictions on export from the United States of America (U.S.) or Canada of the Web site, any related services made available on the Web site, or the Content, or any information about any of them, which may be imposed from time to time by the governments of the

U.S. or Canada. You shall not export the Web site, or any related services or the Content, or any information about any of them without the prior written consent of VWFS Insurance Services Inc. and compliance with such laws, regulations, orders and other restrictions. You represent and warrant that (a) you are not located in a country that is subject to a U.S. or Canadian government embargo, or that has been designated by the U.S. or Canadian government as a “terrorist supporting” country, and (b) you are not listed on any U.S. or Canadian government list of prohibited or restricted parties.

VWFS Insurance Services Inc.’s performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of VWFS Insurance Services Inc.’s right to comply with law enforcement requests or requirements relating to your use of this Web site or information provided to or gathered by VWFS Insurance Services Inc. with respect to such use.

You acknowledge that any breach, threatened or actual, of this Agreement may cause irreparable harm to VWFS Insurance Services Inc., such harm would not be quantifiable in monetary damages, and VWFS Insurance Services Inc. would not have an adequate remedy at law. You agree that VWFS Insurance Services Inc. shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction anywhere in the world restraining any breach, threatened or actual, of your obligations under any provision of this Agreement, and without the necessity of showing or proving any actual or threatened damage or harm, notwithstanding any rule of law or equity to the contrary. You hereby waive any requirement that VWFS Insurance Services Inc. post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to VWFS Insurance Services Inc. to enforce any provision of this Agreement.

Any proceedings to resolve or litigate any dispute, controversy or claim arising under, out of, in connection with, or related to (a) the Web site, any related services made available through the Web site or the Content, or (b) this Agreement, or their subject matter, negotiation, performance, renewal, termination, interpretation, or formation, will be conducted solely on an individual basis. Neither you nor VWFS Insurance Services Inc. will seek to have any such dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No proceeding will be combined with another without the prior written consent of all parties to all affected proceedings. If this class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, then this section will not apply to those parts.

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

This Agreement constitutes the entire agreement between you and VWFS Insurance Services Inc. with respect to this Web site and it supersedes all prior or contemporaneous

communications and proposals, whether electronic, oral, or written, between you and VWFS Insurance Services Inc. with respect to this Web site. A printed version of this Agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

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