



Terms and Conditions of Use

Before we get started, you'll need to review our [Honeybee Terms and Conditions of Use](#) set out below.

We also include a link to our [Privacy Policy](#) in these terms, be sure to review that too.

This is the site of Benecaid, the provider of Honeybee, a new digital employee benefits platform (**hereinafter referred to as "Honeybee"**). The Site permits you to obtain quotes in respect of group health benefits insurance and to configure and register for other insurance and non-insurance products or services. To speak to a licensed insurance professional, regarding any of our insurance products or services, you may contact us at [416-626-6642](tel:416-626-6642), email us at hello@honeybeebenefits.com or start a chat session.

INTRODUCTION

1.1 These terms of use explain how you may use the Honeybee platform (the "Site"). References in these terms to the Site includes the following websites, www.honeybeebenefits.com, www.myhoneybee.com and all associated web pages. You should read these terms and conditions carefully before using the Site. **Your access to and continued use of the Site constitutes your acceptance of and your agreement to comply with and be bound by the following terms and conditions (the "Agreement") and the documents referred to in them. If you do not agree with or accept any of these terms, you should immediately discontinue any use of the Site.** Also, note that these terms and conditions may change from time to time and it is your responsibility to check for such updates. If you have any questions about this website, please contact us at hello@honeybeebenefits.com.

1.2 Definitions

"content" means any graphics, text, icons, buttons, images, video, audio and other files, designs, trademarks, brand names, multimedia clips, or other multimedia content, software or other information or material submitted to, subsisting on or accessible from the Site.

"Honeybee", "Benecaid", "we", "us" or "our" means Benecaid Health Benefit Solutions Inc., a licensed insurance agency for health benefits plans, whose registered office is at 185 The West Mall, Suite 800, Toronto, Ontario M9C 5L5.

"Honeybee Plan" means a group health benefit policy and other non-insurance products or services customized for the employer.

“Trade-marks” means any Benecaid trade names, registered or unregistered trade-marks or service marks.

"you", "your" or “the user” means the person accessing or using the Site or its Content.

1.3 Privacy statement

Benecaid is committed to protecting your privacy. We identify the purposes for which we will be collecting, using and disclosing your personal information and obtain your consent prior to doing so, except in cases where consent may not be required under the applicable laws.

You may contact our privacy office at privacy@benecaid.com or by calling 1-877-797-7448 ext.7400.

Please review our [Privacy Policy](#) which also governs your use of this Site, to understand our practices.

OWNERSHIP OF SITE, USE AND INTELLECTUAL PROPERTY RIGHTS

2.1 This Site and all intellectual property rights in the Site (including without limitation any content) are owned by us and/or our licensors. We and our licensors reserve all our intellectual property rights (which include without limitation all copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind) whether registered or unregistered anywhere in the world. As such this Site is protected by copyright, trademark, service mark and other proprietary rights and laws.

2.2 Nothing in these terms and conditions grants you any rights in the Site other than as necessary to enable you to access the Site. You agree not to adjust or try to circumvent or delete any intellectual property notices contained on the Site and, in particular, in any digital rights or other security technology embedded or contained within any Site content. Any rights not expressly granted to you in this Agreement are expressly reserved by Benecaid.

- 2.3 Trade-marks: Certain names, graphics, logos, icons, designs, words, titles or phrases contained within the Site and/or website content may constitute Trade-marks of Benecaid, Honeybee or other third party individuals or entities. Trade-marks may be unregistered or registered in Canada and in other countries, as applicable. All Trade-marks not owned by Benecaid are the property of their respective owners, and, where used by Benecaid, are used under licence or with permission. All Trade-marks are and shall remain the sole and exclusive property of their respective owner(s). Any use of such Trade-marks, except as expressly provided for herein, without the express written consent of the applicable owner is strictly prohibited. Nothing contained herein or on the Site or any component of the Site (including, without limitation, the website content) may be construed as granting, by implication, estoppel, or otherwise, any licence to use any Trade-mark(s). You agree that you will not take any actions inconsistent with Benecaid's ownership of, or any third party's ownership of, the Trade marks.
- 2.4 As a user of the Site, you are granted a limited, revocable, non-sub-licensable licence under the intellectual property rights licensable by Benecaid to download, view and print the information solely for your personal, non-commercial use in connection with your use of the Site provided that you shall be fully responsible for any consequences resulting from such use. Any other use of the information is prohibited. None of the information may be otherwise copied, reproduced, republished, altered, adapted, modified, published, translated, defaced, transmitted, distributed, displayed, sold, or disseminated in any manner or form without the prior written consent of Benecaid.
- 2.5 We will take appropriate legal action to enforce our rights, as we determine to be necessary or advisable in our sole and absolute discretion.

PRODUCTS AND SERVICES

- 3.1 Some products or services mentioned on the Site may only be available in certain areas or jurisdictions.
- 3.2 Any products or services mentioned on the Site are made available in accordance with local law and only where they may be lawfully offered for sale.
- 3.3 Any special offers we may make are time limited according to their terms and conditions, and we reserve the right to discontinue them at any time.
- 3.4 The information and descriptions contained on the Site are not intended to be complete and accurate descriptions of all terms, conditions and exclusions of any Honeybee Plan. You must look to the specific terms and conditions or agreement applicable to such specific plan. In all cases, Honeybee insurance products and services shall be governed by the terms and conditions of the insurance policy applicable thereto.

- 3.5 The Site allows you to submit various information, including personal information regarding you and/or your employees for the purposes of obtaining a Honeybee Plan quote, confirming eligibility for our current and future products and/or services, providing you a quote for insurance, proceed with enrollment documentation for your employees and/or administering insurance or other non-insurance products or services you or your employees choose to purchase, as set out in our [Privacy Policy](#).
- 3.6 Benecaid reserves the right, in its sole and absolute discretion, to change the permitted methods of payment, including without limitation, the credit cards and/or other types of payment options we are able to accept, at any time.
- 3.7 This Agreement is subject to verification by Benecaid at any time and for any reason. We reserve the right, in our sole and absolute discretion, to require proof of identity (in a form acceptable to us): (i) for the purposes of verifying the legitimacy of any information; and/or (ii) for any other reason we deem necessary, in our sole and absolute discretion, for the purposes of fulfilling any Honeybee Plan purchase in accordance with our interpretation of the terms and conditions of this Agreement and/or the specific terms.

FEEDBACK

- 4.1 We value your visit to this Site and welcome any questions, comments or feedback you might have about this Site, these Terms or any of our products or services ("**Feedback**"). Please refer to Contact section of this Site for phone and fax numbers and email addresses.
- 4.2 If you provide Feedback, you grant us a non-exclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use and commercialize the feedback in any way and for any purpose without providing any compensation to you or any other person. You also grant us the right to use the name you submit with the Feedback, if any, in connection with our rights hereunder.

HYPERLINKS

- 5.1 The Site may contain hyperlinks or references to third party websites other than this Site. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites and accept no responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party website does not constitute an endorsement of such third party's website, products or services. Your use of a third party website may be governed by the terms and conditions of that third party site. We are not responsible for the privacy practices and policies and the legal liabilities of other sites to which our Site may provide a link. You use all such links at your own risk.

WARRANTIES AND LIMITATION OF LIABILITY

- 6.1 Benecaid does not guarantee the quality, accuracy, completeness or timeliness of the information or other website content provided. Benecaid assumes no obligation to update the information or other website content or advise on further developments concerning topics mentioned. Information or other website content contained on the Site may contain typographical errors. Information or other website content provided may be changed without notice. Access to this Site is provided on an "as is" and "as available" basis. You should not assume that the Site will be error-free or that the Site will operate without interruption.
- 6.2 To the maximum extent permitted by the applicable law, Benecaid disclaims all warranties, representations and conditions regarding use of the Site or the information or other website content provided and all implied warranties or conditions of merchantability, fitness for a particular purpose, non-infringement, or accuracy, whether express or implied, or arising from a course of dealing, usage or trade practice.
- 6.3 The use of the Site and the website content is at your own risk. To the maximum extent permitted by the applicable law, Benecaid is not responsible for any content or information contained on the Site, including but not limited to content or information that you may find undesirable or objectionable.
- 6.4 Without limiting the generality of the foregoing, Benecaid makes no representation or warranty that: (i) the Site or any component of the Site (including, without limitation, the website content) will be compatible with your computer, mobile or other device and/or software; (ii) the Site or any component of the Site (including, without limitation, the website content) will be available or will function without interruption or error; (iii) the use of the Site or any component of the website (including, without limitation, the website content), including, without limitation, the browsing and downloading of any information or material, will be free of any viruses, trojan horses, worms or other destructive, intrusive or disruptive components; (iv) the transmission of information to and from the Site will be secure; (v) the use of the Site or any component of the Site (including, without limitation, the website content) will not infringe the rights (including, without limitation, intellectual property rights) of any person or entity; or (vi) the use of the Site or any component of the Site (including, without limitation, the website content) will not cause any damage to your computer, mobile or other device, software or electronic files.
- 6.5 To the extent permitted by the applicable law, Benecaid is not responsible for any direct, indirect, special, incidental or consequential damage or any other damage whatsoever and howsoever caused, arising out of or in connection with the use of the Site in reliance on the information available on the Site, including any loss of use, lost data, lost profits, lost opportunities, expenses, business interruption, personal injury or any other pecuniary loss, whether action is in contract, tort (including negligence), extra-contractual liability or other tortious action, even if Benecaid is advised of the possibility of such damages, losses, or expenses.

- 6.6 Benecaid disclaims any liability for unauthorized use or reproduction of any portion of the Site.
- 6.7 Without in any way limiting the generality of the foregoing, in no event shall Benecaid be liable to you or any person: (a) on account of your or that person's use or misuse of or reliance on the website content, the information or other materials accessible on or via the Site; or (b) for any loss or damage suffered as a result or in connection with the failure, malfunction, interruption, removal, change or modification of the Site or the website content.
- 6.8 To the extent permitted by the applicable law, Benecaid will not be responsible for any damages you or any third party may suffer as a result of the transmission, storage or receipt of confidential, personal or proprietary information that you make or that you expressly or implicitly authorize Benecaid to make, or for any errors or any changes made to any transmitted, stored or received information.
- 6.9 The limitations specified above shall apply regardless of the causes or circumstances giving rise to the claim, even if such claim is based on breach of contract, negligence or other tort, and shall survive a fundamental breach or failure of essential purpose of any limited remedy, the failure of any exclusive remedy, or termination of this agreement. You expressly acknowledge that Benecaid has entered into this Agreement with you and makes the Site and each component of the Site (including, without limitation, the website content) available to you, in reliance upon the limitations and exclusions of liability and the disclaimers set forth herein, and that the same form an essential basis of the agreement between you and Benecaid.

INDEMNITY

- 7.1 You will indemnify and save harmless Benecaid and its affiliates, and the officers, directors, employees, agents and representatives of each of them, ("Benecaid Entities"), from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that any of the Benecaid Entities may sustain, incur, suffer or be put to at any time or times as a result of a third party claim or demand that in any way arise out of: i) your use of the Site, and/or the website content; ii) your violation of any of the terms and conditions of this Agreement; iii) the infringement by you of any intellectual property or other right of any person or entity; and/or iv) out of anything done or omitted to be done by yourself, your servants, employees, agents, trustees, officers, subcontractors, or members relating directly or indirectly to this Site or the website content. Benecaid retain the right to participate in the defence of and settlement negotiations relating to any third party, claim action, suit or proceeding with counsel of its own selection at its cost and expense.

CONFIDENTIALITY WARNING AND COMPUTER VIRUSES

- 8.1 Communications over the Internet are vulnerable to interception and forging. Benecaid will not be responsible for any damages you or any third party may suffer as a result of the transmission of confidential information that you make to Benecaid or any other third party through the Internet, or that you expressly or implicitly authorize Benecaid to make, or for any errors or any changes made to any transmitted information.
- 8.2 While we make efforts to help ensure that all information provided at the Site does not contain computer viruses, you should take reasonable and appropriate precautions to scan for computer viruses and should ensure that you have a complete and current backup of the applicable items of information contained on your computer system. You should pay specific attention to viruses that have been written to automatically execute when an infected word processing document is loaded into certain word processing programs.

LINKING TO THIS SITE

- 9.1 Except as expressly agreed to in writing by Benecaid, any linking to the Site from another website is strictly prohibited. Except with relation to the operation of legitimate, publically available search engines, you agree that you will not use, or permit anyone else to use, any robot, scraper, spider or other automated devices or means to access or use the Site for any purpose without the prior express written consent of Benecaid.

CHOICE OF LAW

- 10.1 For persons who are not an individual resident in Quebec, the laws of the Province of Ontario and the laws of Canada applicable therein shall govern as to the interpretation, validity and effect of this agreement notwithstanding any conflict of laws provisions or your domicile, residence or physical location. You consent and submit to the exclusive jurisdiction of the courts of the Province of Ontario in any action or proceeding instituted under or related to this agreement.
- 10.2 For individual residents of Quebec, the laws of the Province of Quebec and the laws of Canada applicable therein shall govern as to the interpretation, validity and effect of this agreement notwithstanding any conflict of laws provisions or your domicile, residence or physical location. You consent and submit to the exclusive jurisdiction of the courts of the Province of Quebec in any action or proceeding instituted under or related to this agreement.

GENERAL

- 11.1 We reserve the right, in our sole discretion, to change, modify or otherwise alter this Agreement, or any portion of this Agreement, from time to time, for any reason. When such changes occur, we will post the updated version of the Agreement on the Site together with the date on which it was revised. Such changes become effective immediately upon posting. If you do not agree to be bound by (or cannot comply with) the Agreement as amended, your only remedy is to cease using the Site. You will be deemed to have accepted the Agreement as amended thirty (30) days after the updated version of the Agreement is posted if you continue to use the Site. All other terms of this Agreement will continue in effect.
- 11.2 If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this agreement, which shall remain in full force and effect.
- 11.3 No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term.
- 11.4 Should you violate these terms and conditions or any other rights of Benecaid, Benecaid reserves the right to pursue any and all legal and equitable remedies against you, including, without limitation, restricting, suspending or terminating your access to all or any part of the Site.
- 11.5 This clause applies only to persons resident outside Quebec, Ontario, or Saskatchewan. Subject to applicable law, you agree to waive any right you may have to a trial by jury, or commence or participate in any class action against us related to your use of the Site or this Agreement.
- 11.6 This Agreement was written in English. Except in Quebec, to the extent any translated version of this Agreement conflicts with the English version, the English version governs. The parties expressly wish that this Agreement, and any related documents be drafted in the English language. C'est la volonté expresse des parties que les conditions, et tous les documents qui s'y rattachent soient rédigés en anglais.
- 11.7 No provision of this Agreement will be interpreted against any party merely because that party or its legal representative drafted the provision.
- 11.8 Benecaid's failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision.

This agreement was last updated **May 30, 2017**.

Your access to and continued use of the Honeybee website constitutes your acceptance of and your agreement to comply with and be bound by these Terms and Conditions of Use and the documents referred to in them. If you do not agree with or accept any of these terms, you should immediately discontinue any use of the Honeybee website.