

## Passport eClaim Terms and Conditions

These terms and conditions (the “**Terms and Conditions**”) govern your (“**You**”, “**Your**”, as applicable) use of the Passport eClaim service, including the process of uploading documentation and information to PassportONE (the “**Services**”). Your use of the Services signifies Your agreement to and acceptance of these Terms and Conditions. The Terms and Conditions are among You, Family Service Toronto in its capacity as administrator of PassportONE (“**FST**”), and the Passport Agency (the “**Passport Agency**”) that is a party to Your signed Passport Service Agreement (the “**Passport Service Agreement**”). In these Terms and Conditions, the phrases “**Us**”, “**We**”, and “**Our**” will refer to FST and/or the Passport Agency, as applicable. These Terms and Conditions make reference to and incorporate the terms of the Passport Service Agreement.

We may modify or revise these Terms and Conditions in Our sole discretion at any time. Although We may attempt to notify You when major changes are made to the Terms and Conditions, You should periodically review this page (<https://eclaim.passportone.com>) to ensure that You are familiar with the latest version of the Terms and Conditions. Your continued use of the Services after a change to the Terms and Conditions will signify Your acceptance of the revised Terms and Conditions. If You do not agree with the Terms and Conditions or any modifications We make, Your sole remedy is to discontinue access to and use of the Services.

Subject to Your agreement to and compliance with these Terms and Conditions, We grant You a revocable, limited, non-transferrable, non-assignable, non-exclusive, personal license to use the Services in accordance with these Terms and Conditions. This license to use the Services shall automatically terminate without notice and without further obligation to You if You fail to comply with any terms herein or with the terms of any other agreement You have entered into with Us. Additionally, We may terminate or suspend Your access to or use of the Services at Our convenience and without any notice or obligation to You. Upon any such termination, You are required to immediately stop accessing or using the Services. Other than the license grant to You described in this paragraph, all other provisions of these Terms and Conditions will survive termination or expiry of the Terms and Conditions.

### General Use of Services

- You agree not to make the Services available to any third party, including by (but not limited to) using the Services for service bureau or time-sharing purposes. You agree not to reproduce the Services or charge a fee to any party for access to or use of the Services. All right, title and interest in and to the Services, including any and all intellectual property rights and all modifications and additions thereto, shall at all times remain with Us or any third party

from/to whom We have licensed or procured software, technology or other elements of the Services.

- In using the Services, We may provide You with login credentials. Your login credentials are solely for Your own use. You are responsible for the security of Your login credentials. You shall keep Your login credentials confidential and will not assign, transfer, sublicense, or otherwise make available Your login credentials to any third party. You are responsible for any actions or activities that occur using Your login credentials, whether or not You have authorized or are knowledgeable of such actions or activities. You will not use login credentials belonging to anyone else.
- You agree that the Services are to be provided “as-is”, “with all faults”, and “as available” without any representations, warranties, conditions, or guarantees of any kind. To the fullest extent permissible pursuant to applicable law, We disclaim all warranties of any kind, whether express or implied, oral or written, legal or statutory, or arising from course of dealing or usage of trade, including with respect to merchantability, merchantable quality, quality or fitness for a particular purpose, availability, or non-infringement. Your use of the Services is at Your own risk. We do not guarantee that We will continue offering the Services and We may stop offering or limit or restrict access to the Services at any time. We cannot guarantee that the security measures We have employed will never be defeated or compromised. Accordingly, to the fullest extent permitted by applicable law, You acknowledge and agree that We are not responsible or liable for any unauthorized or third party hacking, access, use, alteration, or disclosure of Your information, personal information, or login credentials.
- You agree to use the Services only for lawful purposes. You also agree to comply with the MCCSS Passport Program Guidelines, the Passport Service Agreement, and any other instructions, guidelines, or rules made available by Us. You will not use the Services for unauthorized copying, duplication, distribution, display, or modification of any material or information protected by copyright or trademark or otherwise lawfully restricted. You will not use the Services for any purpose that is contrary to applicable laws or which is a nuisance. You agree not to transmit or upload any material that: (a) is fraudulent, deceptive, unwanted, threatening, abusive, obscene, discriminatory (including, without limitation, “hate” literature directed at any identifiable group); (b) infringes, violates, or misappropriates any rights (including intellectual property and privacy rights) of any third party; (c) impersonates any other person; or (d) contravenes or violates any law. You agree not to misuse, abuse, harm, interfere with, or disrupt the Services (such as by uploading any viruses to the Services) or degrade or circumvent the security of the Services. For any material or information You upload or provide through the Services, You represent and warrant that You are authorized to do so.

The Services may contain links or references to third party internet sites (<https://get.adobe.com/reader/>). Linked Sites are not under Our control and We are not responsible for the content or availability of any Linked Site. Linked Sites are provided to You only as a convenience, and the inclusion of any Linked Site does not imply that We endorse the Linked Site or have any association with its operators. You are solely responsible for Your use of any Linked Site and Your agreement and compliance with any associated terms or policies of such Linked Sites.

- A waiver (such as an agreement that certain parts of these Terms and Conditions do not apply) by Us of any term of these Terms and Conditions will not be deemed a waiver of the term for the future, or of any subsequent breach of such term. Our failure to enforce any right or provision of these Terms and Conditions will not be considered a waiver of those rights. No partial exercise by Us of any right or remedy under these Terms and Conditions will preclude any further exercise of such right or remedy.
- The invalidity or unenforceability of any provision of these Terms and Conditions will not affect the validity or enforceability of any other provision. Such invalid or unenforceable provision shall be deemed to be severed from these Terms and Conditions and the Terms and Conditions shall be construed as if such provision was never inserted into it.

#### Privacy

- Personal information You provide when You access or use the Service will be collected, used and disclosed in accordance with the Passport Service Agreement.
- We collect activity information when You access or use the Service through cookies and web beacons. Activity information does not directly identify You but can be linked to a computer or device. We collect activity information to enhance and optimize the Service.
- We collect anonymous information that does not identify You or your computer or device for statistical analysis for product enhancement purposes.
- You hereby grant Us a perpetual, transferrable, sublicensable, assignable, fully paid-up, royalty-free license, subject to applicable privacy laws and the Passport Service Agreement, to use, display, disclose, reproduce, store, transmit, and modify any information You upload or make available through the Services, as described herein, in the Passport Service Agreement, or otherwise as We may reasonably require to provide the Services or comply with applicable laws or any lawful order.

#### Liability

- SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. A PORTION OR ALL OF THE FOLLOWING LIMITATIONS MAY THEREFORE NOT APPLY TO YOU. To the fullest extent permitted by applicable law, under no circumstances will We be liable to You for any direct or indirect losses or damages arising out of or in connection with

loss of data (including any information You upload to the Services), a third party's or Your use of or inability to use the Services including, without limitation, a third party's or Your reliance on the Services or any information uploaded to or made available through the Services. This is a comprehensive limitation of liability that applies to all losses and damages of any kind (including, but not limited to, direct, indirect, incidental, consequential, special, punitive, and exemplary damages, loss of revenue, loss of income, loss of profit, loss of data, and loss of opportunity), whether in contract, strict liability, negligence or other tortious action, even if We or an authorized representative of Us have been advised of, should have known of, or has express knowledge of the possibility of such damages. To the fullest extent permitted by applicable law, if You are dissatisfied with the Services or with these Terms and Conditions, Your sole and exclusive remedy is to discontinue Your use of the Services immediately. If any part of the limitations or exclusions of liability in these Terms and Conditions are found to be invalid or unenforceable for any reason, then, to the fullest extent permitted by applicable law, liability for each of FST and the Passport Agency will not exceed \$100.

- You acknowledge that the forgoing limitations and exclusions of liability are reasonable in the circumstances contemplated herein and that We have relied on such limitations and exclusions in entering into these Terms and Conditions.
- You agree to defend, indemnify and hold Us harmless from any damages, losses, penalties, liabilities, costs, claims, allegations, actions, or demands in connection with: (1) Your use of the Services; (2) Your breach of these Terms and Conditions or any applicable laws; (3) Your fraud, negligence, or wilful misconduct; or (4) any content, information, or data that You upload or share through the Services.

#### Governing Laws

These Terms and Conditions shall be governed and construed in accordance with the laws of the province of Ontario, without reference to conflict of laws provisions or principles. To the fullest extent permitted by applicable law, the parties to these Terms and Conditions irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario located in Toronto, Ontario. These Terms and Conditions, as well as the Passport Service Agreement, constitute the entire agreement between the parties, and supersede and replace any prior agreements in place.