

MarshMobile App - End User License Agreement

The MarshMobile App is for the use of Marsh Canada Limited ("Marsh") Private Client Services Practice clients. Participation and use is voluntary.

This End User License Agreement ("Agreement") is between you and Marsh and governs the use of the MarshMobile App (the "MarshMobile App") made available through various app store providers. By installing the MarshMobile App, you agree to be bound by this Agreement. If you do not agree to the terms and conditions of this Agreement, you are not entitled to use the MarshMobile App.

1. Privacy

The MarshMobile App may collect and use information about your usage of the MarshMobile App, including certain types of information from and about your device. MarshMobile App may use this information, as long as it is in a form that does not personally identify you, to measure the use and performance of the MarshMobile App.

2. Limited License

MarshMobile App grants you a limited, non-exclusive, non-transferable, revocable license to use the MarshMobile App for your personal, non-commercial purposes. You may only use the MarshMobile App on devices that you own or control and as permitted by the any applicable third party app store terms of service.

3. Age Restrictions

By using the MarshMobile App, you represent and warrant that (a) you are the age of majority, and you agree to be bound by this Agreement; and (b) your use of the MarshMobile App does not violate any Applicable law or regulation. Your access to the MarshMobile App may be terminated without warning if the MarshMobile App believes, if either of the above representations and warranties are incorrect or untrue.

4. Objectionable Content Policy

Objectionable content may not be submitted to the MarshMobile App, who will moderate all content and ultimately decide whether such content includes, is in conjunction with, or alongside any, Objectionable Content (as hereinafter defined). Objectionable Content includes, but is not limited to: (i) sexually explicit materials; (ii) obscene, defamatory, libelous, slanderous, violent and/or unlawful content or profanity; (iii) content that infringes upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary right, or that is deceptive or fraudulent.

5. Warranty

Marsh disclaims all warranties about the MarshMobile App to the fullest extent permitted by law.

6. Security

Marsh does not guarantee that the MarshMobile App or any content contained in the MarshMobile App is free of viruses, worms, Trojan horses, or other destructive or disruptive code.

To access and use the MarshMobile App, you will need your email address and password. Marsh may provide you with access to information, documents or services related to your insurance policy or claims through the App. When we do so, you are responsible for ensuring your login credentials for your account are kept confidential and for any activity under your account that occurs as a result of your failure to do so. You will immediately notify Marsh if there is any unauthorized use of your login credentials or activity on your account.

Please note that the MarshMobile App may allow you to store documents or images on your mobile device, or to transfer these documents outside of the MarshMobile App through functionalities offered by your mobile device's operating system.

By allowing documents or images to be stored or transferred in this manner, you accept the information they contain will no longer be protected by the MarshMobile App's secured environment and could be governed by the privacy policies of your mobile device manufacturer or other third parties, which differ from ours.

7. Maintenance and Support

Marsh reserves the right, at its sole discretion, to modify the terms of this agreement at any time by providing notice to you. Modifications are effective immediately and you agree to be bound by them through your continued use of the MarshMobile App. Marsh recommends you revisit this Agreement periodically, which can be viewed at any time here:

By downloading the MarshMobile App on your mobile device, you consent to the installation on your mobile device of the Application, and of any future upgrades or updates thereto which may be installed automatically.

You further agree that the Application, or any updates or upgrades thereto, could or will perform the functions described. You may withdraw your consent at any time by deleting the Application from your mobile device.

8. Functionality and Use

Use of the Application may affect your battery life. The MarshMobile App is free and can be downloaded via Wi-Fi or cellular data. However, the MarshMobile App itself will use your cellular data to transfer information to and from the MarshMobile App. You are responsible for assuming all roaming fees, data fees, plan fees, overage fees and any other fees your mobile service provider may charge you as a result of your download and use of the MarshMobile App.

Please note that while roaming, unless your data is turned off on your mobile device, data will continue to be transferred.

Federal and provincial laws may prohibit you from using your mobile device and the MarshMobile App in any manner while driving. For your own safety, and the safety of everyone around you, Marsh strongly recommends and urges you to avoid using your mobile device or the MarshMobile App while driving.

9. Third party content

The MarshMobile App may contain links to independent third party websites or other applications ("Third Party Sites"). Third Party Sites are not under Marsh's control, and you agree that Marsh is not responsible for and do not endorse or monitor their content or privacy policies (if any). Marsh expressly disclaim any liability for loss or damage sustained by you as a result of the accessing and use of Third Party Sites.

10. Limitation of liability

You agree that you use the MarshMobile App and/or any Third Party Sites at your own risk. You further understand and agree that we are not responsible or liable for your illegal, unauthorized, or improper use of information transmitted, monitored, stored or received using the MarshMobile App.

To the fullest extent permitted under applicable law, in no event shall we be liable to you personally for any loss, injury or damages (including but not limited to any special, indirect, consequential or

punitive damages, lost profits, lost revenues or other incidental damages) arising out of the use, inability to use, or the results of use of the MarshMobile App.

11. Indemnification

To the extent permitted by applicable law, you agree to indemnify us for any claims, actions, demands, losses, liabilities, damages, costs and expenses (including legal expenses and other costs, such as attorneys' fees) reasonably incurred by Marsh that arise out of your use of the App in breach of this Agreement. Marsh reserve the right to assume the exclusive defense and control of any claim brought by a third party in connection with your use of the MarshMobile App and you agree to assist and co-operate in relation to any such claim.

12. Events outside our control

Marsh will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Agreement that is caused by any act or event beyond our reasonable control, including any failure of public or private telecommunications networks.

13. Use of Cookies

Cookies are small data files sent to your Internet browser that allow Marsh and our third party service providers to recognize you when you visit the MarshMobile App. If you do not agree with the use of cookies, you should delete the MarshMobile App from your mobile device. The MarshMobile App requires cookies to allow you to access certain parts of the MarshMobile App or ensure that certain parts of the MarshMobile App work properly. The MarshMobile App may use cookies for your convenience in order to allow us to recognize you when you return to the MarshMobile App, to gather information about your use of the MarshMobile App, to enable the functionality of certain services available through the MarshMobile App, to maintain, monitor, protect, and to improve the MarshMobile App.