

Terms of Use

Your access to and continued use of this website (the "site") constitutes your acceptance of and your agreement to comply with and be bound by the following terms and conditions (the "Agreement"). If you have not already done so, please take some time to familiarize yourself with these terms and conditions. This agreement, together with our Privacy Statement, which is incorporated herein by reference, constitutes the entire agreement between you and Sonnet (as set out below) with respect to the use of this site. If you do not agree to these terms and conditions, 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.

1. Sonnet website

This is the site of the Sonnet Insurance Company, (hereinafter referred to as "Sonnet"), the underwriter of the property and casualty insurance products and services advertised on the site. The site permits you to obtain a quote(s) in respect of insurance, and also permits you to purchase insurance coverage and/or other products or services. To speak to a Sonnet licensed professional, regarding any of our insurance products or services, you may contact us at 1-844-SONNET4 (tel:1(844)766-6384).

2. Privacy

Sonnet 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@sonnet.ca (mailto:privacy@sonnet.ca) or by calling 1-844-766-6388 (tel:1(844)766-6388).

[Download "Privacy Statement" \(/getmedia/7852987d-0907-40b3-806a-11fc0d5898c9/Privacy-Statement.pdf.aspx\) \(.pdf 115 KB\)](#)

3. Ownership of site, Reserved rights and grant of limited licence

(1) The site consists of various graphics, texts, icons, buttons, videos, audio and other files, images, designs, texts, trade-marks, source code, multimedia clips, brand names, software, and the selection and arrangement of the contents of the site, and other materials (collectively, the "Website Content") that have been provided by Sonnet and/or other individuals or entities.

Sonnet either owns or has acquired the necessary licences to the intellectual property rights, including copyright, trademarks, service marks or trade names in the information set out in this site, including without limitation the Website Content. As such this site is protected by copyright, trademark, service mark and other proprietary rights and laws. You hereby acknowledge that the site and each component of the site (including, without limitation, the Website Content) are protected to the fullest extent permitted by applicable law – including, but not limited to, copyright, trade-mark, patent and all other applicable intellectual property and other laws. Your use of the site and/or any Website Content does not grant or transfer to you any ownership or other rights in the site or any component of the site (including, without limitation, the Website Content), and except as expressly provided, nothing herein or within the site or any component of the site (including, without limitation, the Website Content) shall be construed as conferring on you or any other person or entity any licence under any of Sonnet's or any third party's intellectual property or other rights. Any rights not expressly granted to you in this Agreement are expressly reserved by Sonnet.

(2) Certain names, graphics, logos, icons, designs, words, titles or phrases contained within the site and/or Website Content may constitute trade names, registered or unregistered trade-marks or service marks (collectively, "Trade-marks") of Sonnet 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 Sonnet are the property of their respective owners, and, where used by Sonnet 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 Sonnet's ownership of, or any third party's ownership of, the Trade-marks.

(3) As a user of the site, you are granted a limited, revocable, non sub-licensable licence under the intellectual property rights licensable by Sonnet 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 Sonnet.

(4) You will not: (i) cover or obscure any banner advertisements on the site via HTML/CSS, scripting, or any other means; (ii) interfere with, disrupt, or create an undue burden on the site, the networks connected to the site or take any action that imposes an unreasonable or disproportionately large load on the infrastructure used to run and maintain the site; (iii) bypass any measures used to prevent or restrict access to the site; (iv) introduce software or automated agents to the site, or access the site so as to generate automated messages (except as may be expressly contemplated by any functionality that Sonnet chooses to make available on the site), or to strip or mine data from the site; (v) interfere with, disrupt, or modify the functionality of the site; (vi) reverse engineer, disassemble, decompile, or translate the site or any component of the site (including, without limitation, the Website Content); (vii) attempt to derive the source code of the site or any component of the site (including, without limitation, the Website Content, except as may be expressly contemplated by any functionality that Sonnet chooses to make available on the site); (viii) create any derivative work from the site or any component of the site (including, without limitation, the Website Content); or (ix) remove any proprietary notice of Sonnet, or any third party, from any copy of the site or any component of the site (including, without limitation, the Website Content; or (x) authorize or assist any third party to do any of the foregoing.

(5) Sonnet will take appropriate legal action to enforce its rights, as Sonnet determines to be necessary or advisable in its sole and absolute discretion.

4. Products and services

(1) Some products or services mentioned on the site may only be available in certain areas or jurisdictions.

(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) The information and descriptions contained on this site are not intended to be complete and accurate descriptions of all terms, conditions and exclusions of the product and services- in all cases, you must look to the specific terms and conditions or agreement applicable to the specific product or service. In all cases, the product and services shall be governed by the terms and conditions of the policy applicable thereto.

(4) The site allows you to submit various information, including information regarding you, or the property you seek to insure, for the purposes of obtaining a quote for insurance coverage and/or for the purposes of purchasing products or services including insurance. For example, if you seek automobile insurance, we may ask you for information including your vehicle make and model, and your driving habits and history. We use this information for the purposes of providing a quote for insurance, and for selling, providing or administering insurance or other products or services you choose to purchase, and as set out in our Privacy Statement. We rely on the information you provide on the site, and are not responsible if the information you provide is inaccurate in any way. Please note that, in some cases, you may be required to provide us with additional information in the form of a written application prior to receiving a quote or purchasing a product or service. We reserve the right to conduct property inspections to verify information provided.

(5) Sonnet 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.

(6) Without limiting the generality of any other section of this Agreement, Sonnet reserves the right to limit or refuse any purchase you place with us.

(7) All purchases are subject to verification by Sonnet 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 Sonnet): (i) for the purposes of verifying the legitimacy of any purchase and/or other information; and/or (ii) for any other reason we deem necessary, in our sole and absolute discretion, for the purposes of fulfilling an purchase in accordance with our interpretation of the terms and conditions of this Agreement and/or the specific terms.

5. Accounts

To access certain features of the site, you may be required to create an account (an "Account"). If you choose to open an account, you will be required to provide certain personal information to allow us to open an operate your Account. When you open an account through the site, you agree: (i) that you will provide complete and accurate information about yourself; and (ii) if you

have registered for an Account, to promptly update such information as it changes to ensure that it is kept accurate and complete. You are solely responsible for the accuracy of all information that you provide to Sonnet, regardless of whether you register for an Account or visit the site as a guest. In the event that you do not provide or update such information, or Sonnet has reasonable grounds to suspect that you have not provided or updated such information, Sonnet shall have the right, in its sole and absolute discretion, to prevent you from using any of its site. We are authorized to act on any instructions received under your password without any requirement to further question those instructions.

If you have registered for an Account, it is your sole and absolute responsibility to keep the username, password and other information confidential and secure. In the event that your username, password and/or Account are used without your consent or that you discover any other breach of security, you agree to promptly notify Sonnet at help@sonnet.ca (mailto:help@sonnet.ca) or 1 844 SONNET4 (tel:1(844)766-6384). We are not responsible for your failure to comply with this clause, or for any delay in shutting down your Account after you have reported a breach of security to us. You are solely responsible for any and all activities which occur under your Account.

6. Hyperlinks

(1) The site may contain links to other sites. These links are provided as references to help you identify and locate other Internet resources that may be of interest. These other sites were independently developed by parties other than Sonnet, and Sonnet is not responsible for, and does not assume responsibility for the accuracy or appropriateness of the content of such sites or any information contained at such sites. In providing links to other sites, Sonnet is in no way acting as a publisher or disseminator of the material contained on those other sites and does not seek to control the content of, or maintain any type of editorial control over, such sites. A link to another site should not be construed to mean that Sonnet is affiliated or associated with, or is legally authorized to use any trademark, trade name, logo or copyrighted symbol that may be reflected in the link or the description of the link to such other sites.

(2) The mention of another party or its product(s) or service(s) on the site is not and should not be construed as an endorsement, adoption or sponsorship of that party or its product(s) or service(s). You should make an independent investigation and evaluation before acquiring, using or relying upon any such products or services. Any transactions that take place between you and any third party offering products or services on the site are directly with such third party and Sonnet will not be held responsible for any loss or damage you may incur as a consequence thereof.

(3) Sonnet is not responsible for the privacy practices and policies and the legal liabilities of other sites to which this site may provide a link. You use all such links at your own risk.

7. Disclaimer

Sonnet does not guarantee the quality, accuracy, completeness or timeliness of the information or other Website Content provided. Sonnet 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.

To the maximum extent permitted by the applicable law, Sonnet 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.

The use of the site and the Website Content is at your own risk. To the maximum extent permitted by the applicable law, Sonnet 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.

Without limiting the generality of the foregoing, Sonnet 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.

8. No liability

Except in the Province of Quebec, to the extent permitted by the applicable law, Sonnet 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 Sonnet is advised of the possibility of such damages, losses, or expenses.

Sonnet disclaims any liability for unauthorized use or reproduction of any portion of the site.

Except for in the Province of Quebec, without in any way limiting the generality of the foregoing, in no event shall Sonnet 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.

To the extent permitted by the applicable law, Sonnet 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 Sonnet to make, or for any errors or any changes made to any transmitted, stored or received information.

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 Sonnet 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 Sonnet.

9. Indemnity

You will indemnify and save harmless Sonnet and its affiliates, and the officers, directors, employees, agents and representatives of each of them, ("Sonnet Entities"), from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that any of the Sonnet 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) the 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.

10. Confidentiality warning

The Internet is not a secure medium and privacy cannot be ensured. Communications over the Internet are vulnerable to interception and forging. Sonnet 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 Sonnet through the Internet, or that you expressly or implicitly authorize Sonnet to make, or for any errors or any changes made to any transmitted information. Sonnet 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 Sonnet or any other third party of whom you may have become aware as a result of accessing the site or by following a link to another site which is found on this site through the Internet.

11. Computer viruses

While Sonnet makes 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.

12. Linking to this site

Except as expressly agreed to in writing by Sonnet, 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 Sonnet.

13. Conformance with law

(1) This site is intended for visitors from Canada only, who have reached the age of majority in their jurisdiction of residence. You agree that your use of the site shall not violate any applicable local, national, provincial/territorial, or international law, including but not limited to any regulations having the force of law. Some jurisdictions may have restrictions on the use of the Internet by their residents.

(2) You agree not to impersonate another person in your use of the site or the sending of any email to an address listed on the site.

14. Choice of law

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.

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.

15. Submissions Guidelines

Certain features and/or portions of the site may or may in the future permit you to upload, post or otherwise transmit content or information that you have created (the "User Content"). You hereby agree that you shall not use the site to upload, post, communicate or otherwise

submit or transmit through, or to, the site any User Content that:

- i. may, in the sole and absolute discretion of Sonnet, degrade, tarnish, disparage, or deprecate Sonnet, and/or any of its products or services, including without limitation the site and/or the public image or standing in the community of Sonnet;
- ii. is deemed, in the sole and absolute discretion of Sonnet to be defamatory, trade libelous, pornographic or obscene;
- iii. is deemed, in the sole and absolute discretion of Sonnet to contain, depict, include, discuss or involve, without limitation, any content that is or could be considered inappropriate, unsuitable or offensive, all as determined by Sonnet in its sole and absolute discretion;
- iv. contains any reference to or likeness of any identifiable third parties, unless consent has been obtained from each such individual and his/her parent/legal guardian if he/she is under the legal age of majority in his/her jurisdiction of residence;
- v. infringes, or might infringe, the intellectual property rights, privacy rights, rights of publicity, or other proprietary rights of other persons or entities, or give rise to any claims whatsoever;
- vi. contains any viruses, trojan horses, time bombs, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; and/or
- vii. contains (in any format or media) any music, logos, trade-marks or other copyrighted materials (including, but not limited to, photographs, pictures, texts and lyrics) unless you have first obtained all necessary consents and permissions from the owner or owners of such materials.

16. Submissions and Sharing Content

(1) All information submitted to Sonnet via the site shall be deemed and remain the property of Sonnet and Sonnet shall be free to use, any ideas, concepts, know-how or other techniques contained in information provided to Sonnet through the site or sent through email for the purposes of operating Sonnet, and as set out in the licence below.

(2) By using the site and providing User Content, you hereby: (i) grant to Sonnet a world-wide, perpetual, irrevocable, transferable, sub-licensable, royalty-free, non-exclusive and unrestricted licence to copy, reproduce, adapt, transmit, edit, modify, or otherwise use, publicly display, distribute, translate and create compilations and derivative works from, any and all User Content (in any format or media); and (ii) waive all moral rights in and to all User Content that you post on, upload or otherwise submit to or through, the site in favour of Sonnet and anyone

authorized by Sonnet to reproduce or otherwise use such materials. For greater certainty and the avoidance of any doubt, this means that, among other things, Sonnet has the right to use any and all User Content and ideas you submit in any manner without any notice or obligation to you whatsoever. For greater certainty and the avoidance of any doubt, none of the User Content you post on, upload or otherwise submit to or through, the site will be deemed confidential.

(3) Certain features and/or portions of this site may now or in the future permit you to share your User Content. You understand that any User Content you choose to share via the site may be copied, used, modified, or distributed by other users. Further, you understand that once your User Content is shared, it cannot always be withdrawn. You assume all risks associated with your User Content – including, but not limited to, any third party's reliance on its quality, accuracy, or reliability, or any disclosure of information in your User Content that makes you or others personally identifiable. You hereby agree that Sonnet has no responsibility or liability whatsoever for any such activities. You also agree and understand that your User Content is not sponsored or endorsed by Sonnet, and you will not imply that your User Content is in any way sponsored or endorsed by Sonnet. Please consider carefully what User Content you choose to share.

You represent and warrant that any User Content or other information submitted via the site is accurate and complete and does not violate the privacy rights, publicity rights or copyright rights of, or infringe on the intellectual property or other rights of any third parties, including but not limited to confidentiality obligations owed to such parties, and you grant Sonnet a right to provide access to the User Content or other information from the site. You warrant that any User Content (including without limitation any software) submitted to Sonnet shall be free of computer viruses, malware, adware, Trojan horses, worms or any related or similar software or executable program, or any other harmful components. Sonnet shall strive to be free of computer viruses and any assorted malware, adware, Trojan horse or worm or any related or similar software or executable program.

17. Intellectual Property Concerns

Sonnet respects the intellectual property rights of others and expects you to do the same. If you are a copyright or trade-mark owner, authorized to act on behalf of one, or authorized to act under any exclusive right under copyright or trade-mark, you agree to promptly report any alleged copyright or trade-mark infringements taking place on or through the site by providing a written notice with the following information:

- Identification of the copyrighted work or trade-mark that you claim has been infringed;

- Identification of the allegedly infringing content, and information reasonably sufficient to permit Sonnet to locate it;
- A statement by you that you have a good faith belief that the use of the content identified in your notice in the manner complained of is not authorized by the copyright/trade-mark owner, its agent, or the applicable law;
- A statement by you that you attest that the information in your notice is accurate and that you are the copyright/trade-mark owner or otherwise authorized to act on the owner's behalf; and
- Your physical or electronic signature, together with your contact information (address, telephone number and, if available, email address).

Deliver the notice to us at the following address:

Sonnet Insurance Company

Legal Department

111 Westmount Road South

Waterloo, Ontario

N2J 2L6

18. Amendments

Sonnet reserves the right, in its 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, Sonnet 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.

19. General

(1) 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.

(2) No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term.

(3) Should you violate these terms and conditions or any other rights of Sonnet, Sonnet 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.

(4) 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 Sonnet related to your use of the site or this Agreement.

(5) 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.

(6) No provision of this Agreement will be interpreted against any party merely because that party or its legal representative drafted the provision.

(7) Sonnet'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 **June 11, 2019**.

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[Contact Us \(/contact-us\)](#)

[Group Insurance \(/group-insurance\)](#)

[Compliments and Complaints \(/compliments-and-complaints\)](#)

[Stay in Touch \(/newsletter\)](#)

[Refer a Friend \(/ReferAFriend\)](#)

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 [LinkedIn \(https://www.linkedin.com/company/10315791\)](https://www.linkedin.com/company/10315791)

[Instagram \(https://www.instagram.com/sonnetinsurance\)](https://www.instagram.com/sonnetinsurance)

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The Autorité des marchés financiers registers are available at <https://lautorite.qc.ca/en/general-public/about-the-amf/information-access/> (~~https://lautorite.qc.ca/en/general-public/about-the-amf/information-access/~~)

The 5 minutes to get insured is based on the average Sonnet customer experience. Always refer to your insurance policy for information about your coverage, including limits, deductibles, and exclusions. In case of discrepancy, the insurance contract prevails over general information available on this site. Any policy related changes made on this site will not be effective until you receive confirmation.

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