

Last Revised October 13, 2015

WESTERN E-SERVICES PORTAL TERMS AND CONDITIONS

Western Surety Company ("WSC", "Us" or "We") provides this portal (the "Western E-Services Portal") to its authorized brokers, subject to their compliance with all the terms, conditions, and notices contained or referenced herein (the "Portal Terms") and the general Terms of Use and Privacy Policy for www.westernsurety.ca (which are hereby incorporated to the Portal Terms by reference) as well as any other written agreement between us and you. Any terms capitalized in the Portal Terms but not defined shall be read as having the definition provided in the Terms of Use.

The Western E-Services Portal is only available to authorized WSC brokers and their designated personnel that have been granted access by WSC. **If you are not an authorized broker employee, please navigate away from the Western E-Services Portal immediately.**

1. Disclaimer

The bond forms designated and information issued through the Western E-Services Portal have been made available to streamline the bond issuance process. Given the changing nature of bond wordings, rules and regulations, and the inherent hazards of electronic communication, there may be the possibility of delays, omissions or inaccuracies in information contained in the bonds provided. While WSC has made every effort to ensure that the information contained in the Western E-Services Portal has been obtained from reliable sources and is as current as possible, WSC is not responsible for any errors or omissions, or for the results obtained from the use of this information. **It is the responsibility of the issuing party and principal bond user to ensure the bonds issued are in compliance with the project requirements being tendered or contract being entered.** You explicitly waive any and all claims against WSC and its Affiliates, accept all liability and agree to indemnify, defend and hold harmless WSC and its Affiliates for your failure to ensure the bonds issued are in compliance with the project requirements being tendered or contract being entered, whether by negligence or otherwise.

2. Quotes Remain Subject to Correction

Quotes provided on the Western E-Services Portal are non-binding estimates and WSC does not warrant that the quotes will be error free. Estimates remain subject to correction up until the time that you receive a confirmation email from WSC.

Notwithstanding the foregoing, in the case of bid bonds, premium quotes are non-binding estimates and remain subject to correction until issuance. Premium quotes are based on the information submitted with a bid bond and/or consent of surety request. The quote is based on estimates for: the contract price; costs to complete in years two and three (if applicable); anticipated completion date; required bond wording(s); maintenance period; and applicable bond rates in-force. A premium quote at the tender stage is provided for the contractor to carry the appropriate estimated bond premium in their tender. All final bond premium charges will be based on the project details confirmed upon contract award.

If you see anything in the Western E-Services Portal that you believe to be an error, immediately contact WSC.

3. Security and Password

You are solely responsible for maintaining the confidentiality of your log-in credentials, password and account, and for any and all statements made, including the accuracy and completeness of information provided when creating your account, and acts or omissions that occur through the use of your password and account. You must take steps to ensure that others do not gain access to your password and account. You must notify us immediately in writing of any breach of security or unauthorized use of your account, in which case we may initiate an investigation and freeze the use of your account, at our discretion. You may never use another's account without permission. Our personnel will never ask you for your password. You may not transfer or share your account with anyone, and we reserve the right to immediately terminate your account if you do transfer or share your account.

4. Compliance with Power of Attorney; No Effect on Power of Attorney

You shall not use the Western E-Services Portal to do anything inconsistent with any power of attorney granted by WSC to you or your employer. If you have not been granted an individual power of attorney by WSC, you shall not execute bonds binding WSC. If you have been granted an individual power of attorney by WSC, you shall not execute bonds binding WSC except for in strict accordance with said power of attorney.

Nothing in the Portal Terms or the Western E-Services Portal expands, modifies, or in any way alters any powers of attorney granted by WSC or creates any new powers of attorney for any person.

5. Changes to the Portal Terms

We reserve the right to change these Portal Terms from time to time without notice to you. You acknowledge and agree that it is your responsibility to review the Portal Terms each time you login, and to familiarize yourself with any modifications or revisions that may be made. Your continued use of the Western E-Services Portal after such modifications or revisions will constitute your acknowledgement of the modified Portal Terms, and your agreement to abide and be bound by the modified Portal Terms.