

## User Agreement: Terms and Conditions

In consideration of Assante Private Client (us, we) providing online access to account information and access to the client portal through which you (you, your) and we may provide and exchange information (the “Services”), you are subject to strict terms and conditions contained in this User Agreement (the “Agreement”). This Agreement is governed by the laws of the Province of Ontario and applicable laws of Canada. Any disputes relating to this Agreement will be submitted to the jurisdiction of the courts located in Toronto, Ontario.

Your use of our site and Services will indicate that you understand and agree to abide by the terms and conditions set out below:

### Acceptance of the Terms and Conditions and any Amendments

At the time of registration, you will be asked to provide your date of birth and the last four digits of your Social Insurance Number (SIN). This information is used solely to verify your identity and will be cross-referenced against the information you provided to us when you opened your account. We will not be retaining this information for future use.

By accepting and agreeing to the terms and conditions of this Agreement, you hereby authorize us to provide your account information via the Internet, as requested by any person using your PC Web User ID (created by us) and password, and to provide any other services as outlined in this Agreement. Any person using your PC Web User ID will have access to Services relating to all accounts linked to such PC Web User ID. Assante Private Client does not recommend that you share your PC Web User ID and/or password with any other person.

We reserve the right to amend the Services and this Agreement at any time. Your use of the Services is governed by the version of this Agreement in effect on the date the Services is accessed by you. If you use the Services after the amended Agreement has been posted, you will be deemed to have agreed to the Agreement, as amended. The most current form of this Agreement will be available on the website at all times.

This Agreement is in addition to, and not in substitution for, any other agreements between you and us. Should we waive any term of the Agreement in a particular circumstance that term remains in effect for the duration of the Agreement. In the event that any term or condition of this Agreement is held by a court to be invalid or unenforceable, the remaining terms and conditions of this Agreement will remain in full force and effect.

Use of the Services is limited to the viewing of account information and corporate material. We will not act on any trade instructions submitted electronically.

Should you wish to suspend or cancel use of the Services, we require written notice, or any other form of notification that we deem to be acceptable. We will take appropriate action to deactivate your access to the Services. We reserve the right to deny access to the Services.

## **Security**

You are responsible for ensuring the security of your unique PC Web User ID and password. You agree to avoid selecting an obvious password, such as a street address, date of birth, or telephone number and to change your password on a regular basis, in order to reduce the potential for unauthorized use. In the event that the security of your PC Web User ID and/or password is compromised, you will notify us immediately, by telephone and in writing. You will assume all costs and charges incurred through use of your PC Web User ID and password.

You are responsible for the unauthorized use of your PC Web User ID and/or password.

## **Limitation of Liability**

USE OF THE SERVICES IS AT YOUR OWN RISK. WE ARE UNABLE TO GUARANTEE THE AVAILABILITY OF SERVICES, OR THE ACCURACY, COMPLETENESS, AND TIMELINESS OF THE INFORMATION OBTAINED THROUGH USE OF THE SERVICES, AND WE DO NOT MAKE ANY WARRANTY CONCERNING SUCH INFORMATION.

YOU ARE SOLELY RESPONSIBLE FOR THE ACCURACY OF ANY INSTRUCTION COMMUNICATED TO US USING THE SERVICES; WE WILL NOT INCUR ANY LIABILITY THAT MAY RESULT FROM ACTING ON A REQUEST EMANATING, OR APPEARING TO EMANATE, FROM YOU.

Despite our efforts to provide the Services in the most secure manner possible, you recognize that the security and privacy of any information exchanged via the Internet between you and us cannot be guaranteed. You agree that under no circumstances will we be liable for any damages, whether direct, indirect, incidental, consequential, special, punitive, or exemplary (collectively, the “Excluded Damages”), arising out of or in any way connected to: loss of revenue, trading losses, anticipated profits, business, savings, goodwill, or data; any failure of performance, denial of service attack, interruption, defect, operator errors, inconvenience, or delay in operation or transmission or computer virus; failure of electrical or mechanical equipment or communications lines (including telephone, cable and internet); severe or extraordinary weather (including flood, earthquake, or other act of God); fire, war, insurrection, terrorist act, riot, labour dispute and other labour problems, accident, emergency or action of government; or third party theft of, destruction of, unauthorized access to, alteration or use of your information, equipment or property, even if we have been advised of the possibility or could have foreseen the Excluded Damages.

The Services may be modified, suspended or terminated at any time without prior notice. You understand that the Services may periodically be unavailable due to routine systems maintenance, the provision of system upgrades, negligence (except gross negligence), omission, or forces beyond our control including, but not limited to, acts or omission of suppliers, failure of electronic equipment or communication lines, connection problems, theft, power failure or software problems, and that we will not be liable for any Excluded Damages suffered as a result of, or in connection with, the foregoing, even if we have been advised of the possibility or could have foreseen the Excluded Damages.

## **Intellectual Property Rights**

The Services contain our proprietary information, including copyrighted material and trademarks, and that of our agents and licensors. You understand that the content viewed via the Services and contained on the website is protected under the copyright laws of Canada, and under international treaties and conventions.

We either own the intellectual property rights in the underlying HTML, text images, audio clips, video clips, software and other content that is made available to you through the Services, or have obtained the permission of the owner of the intellectual property in such content to use the content in the Services.

We grant you a non-exclusive, personal, non-transferable, non-sublicensable, limited and revocable right to display on your computer, print, download and use the underlying HTML, text, images, audio clips, video clips, software and other content that is made available to you through the Services for your personal, educational and non-commercial use only, provided that you do not modify any such content and you include with and display on each copy of such content the associated copyright notice and this intellectual property notice. No other use is permitted.

You may not publicly perform, publicly display, transmit, publish, participate in the sale or transfer of, modify, or create derivative works based on anything available through the Services, in whole or in part. You are prohibited from storing electronically any significant portion of any part of the website. No reverse engineering, linking, framing, or modification of any part of the website is allowed without our written approval. Any modification or unauthorized use is a violation of our intellectual property rights and other proprietary rights.

## **Indemnities**

You agree to indemnify, defend, and hold harmless Assante Private Client, its subsidiaries and affiliates, including, but not limited to, Assante Private Client, and their officers, employees, directors, agents, and content providers from and against any and all claims, damages, costs, or other expenses (including reasonable attorney fees) that arise directly or indirectly out of or from your activities in connection with the Services or site content, including without limitation any breach of these terms (including without limitation any representation or warranty made by you in these terms).

## **Privacy**

We may store your personal information via third party entities that reside in foreign jurisdictions. Information may be transferred to, accessed and/or retained by third parties pursuant to data storage agreements that are necessary to provide you services. We and/or a third party may be compelled, by law or otherwise, to provide information to a third party, subject to applicable privacy law. We must abide by applicable privacy legislation in the jurisdiction(s) in which we operate.

Further information regarding our Privacy Policy can be found at: [http://www.assante.com/wp/private/cipc\\_privacy.html](http://www.assante.com/wp/private/cipc_privacy.html)