



# Client Access Terms & Conditions

In return for Canaccord Genuity Corp. (the "Firm") providing you with Login Credentials and Online Access to such information as the Firm may make available in respect of any Account (the "Online Account Enquiry Access"), you agree to abide by the following terms and conditions of use for the Online Account Enquiry Access and all uses of your Login Credentials:

## 1. Authority

You authorize the Firm to process any instructions to the Firm entered through any form of Online Access as if you had given those instructions in writing delivered to the Firm. Without limitation, you hereby authorize the Firm to provide information in respect of any of the Accounts in accordance with any request for that information made through any form of Online Access (an "Account Enquiry") and to provide any Electronic Access Services.

## 2. Limitation of liability

**2.1.** The Firm may, in its discretion, act in all matters on instructions given or purporting to be given by you or on your behalf by an Account Enquiry using the Electronic Access Services. The Firm will not incur any liability by reason of acting or not acting on or because of any error in any such Account Enquiry. You agree to be solely responsible for the accuracy of any instruction communicated to the Firm using the Electronic Access Services.

**2.2.** You acknowledge that the use of the Electronic Access Services is at your sole risk. Neither the Firm nor its affiliates nor any of their directors, officers, employees, agents, third party content providers or licensors warrant that the Electronic Access Services will be uninterrupted or error free; nor do they make any warranty as to the results that may be obtained from use of the Electronic Access Services, or as to the accuracy, reliability or content of any information or service provided through the Electronic Access Services. The Electronic Access Services are provided on an "as is" basis without any warranties or conditions of any kind, either express or implied, including, but not limited to, warranties of merchantability or fitness for a particular purpose, other than those warranties that are implied by and incapable of exclusion, restriction or modification under the laws applicable to these Client Access Terms & Conditions.

**2.3.** You agree that the Firm will not be liable for any loss or damage resulting from any cause whatsoever (other than due to the negligence, fraud or willful misconduct of the Firm) including, but not limited to, acts or omissions of third party content providers or suppliers, failure of electronic or mechanical equipment or communications lines, telephone or other interconnect problems, unauthorized access, computer viruses, delays in operation or transmission, theft, power failure, labour disputes or government intervention.

**2.4.** In no event will the Firm or any person involved in creating, producing or distributing the Electronic Access Services be liable for any special, indirect, incidental or consequential damages, including, without limitation, lost revenues, lost profits or loss of prospective economic advantage resulting from the use or misuse of the Electronic Access Services or the Online Access even if the Firm is advised of the possibility of such damages, or for any claim by another party.

**2.5.** Neither the Firm nor its affiliates nor any of their directors, officers, employees, agents, third party content providers or licensors will be liable, regardless of the cause or duration, for any errors, inaccuracies, omissions or other defects in, or lack of timeliness or lack of authenticity of, the information provided to you through Online Access or contained on the website of the Firm, or for any delay or interruption in the transmission of that information to you, or for any claims of losses so arising. Nor will any of these persons be liable for any investment decision based on the information provided.

## 3. Care and use of user ID and passwords

**3.1.** You understand and accept that you are at all times responsible for your Login Credentials with respect to any Electronic Access Services. This responsibility applies even if you change such Login Credentials. This information must be kept confidential at all times and must not be shared with or disclosed to others, and access to authenticators must not be restricted.

**3.2.** If your Login Credentials are revealed or if you suspect that someone else has learned or obtained access to them, you are responsible for either revoking or changing them. You must also advise the Firm immediately.

**3.3.** You agree not to use your Login Credentials for any illegal or improper activities.

**3.4.** You agree that you will not use any script, robot, spider, web crawler, screen scraper, automated query program or other automated device or any manual process to monitor or copy the content in any Electronic Access Services. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Firm's online services, and that you will not disturb the normal operation of such services. You agree that you will not take any action that imposes an excessive, unreasonable or disproportionately large load on the Firm's infrastructure. You agree not to use the Electronic Access

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Services in a manner that harasses or may harass other parties, or that will or may have the potential to disrupt, undermine, corrupt, diminish or otherwise threaten or jeopardize the Firm's online services or their integrity.

**3.5.** The Firm will monitor online activity to ensure the Electronic Access Services are being used responsibly and in accordance with these terms and conditions.

**3.6.** You understand and accept that the Firm may suspend or revoke your Login Credentials without notice under the following circumstances:

- a) the Firm suspects unauthorized use of your personal information or your Login Credentials;
- b) as a security measure;
- c) for operational reasons including, but not limited to, the use of scripts, web crawlers or screen scrapers;
- d) for administrative reasons; or
- e) if you fail to abide by these Client Access Terms & Conditions.

**3.7.** The Firm has taken all reasonable steps to ensure the security of its website and other forms of Online Access. The Firm has used sophisticated encryption technology and incorporated other procedures to protect your personal information at all times. However, the Internet is a public network and there is the remote possibility of data security violations. In the event of such occurrences, the Firm is not responsible for any damages you may experience as a result.

**3.8.** Without restricting the generality of the foregoing, the Firm disclaims all liability for any claim in relation to:

- a) any matters or factors outside of its control, including the availability or unavailability of the Internet, or telecommunications or other infrastructure systems such as authentication services;
- b) the availability or unavailability of the Internet, or telecommunications or other infrastructure systems due to system maintenance;
- c) any damages arising from the security of the device you use for Online Access or from sensitive information appearing on such device;
- d) the availability or unavailability of your Login Credentials for any reason;
- e) any illegal or fraudulent use of your Login Credentials; or
- f) the use of your Login Credentials in a foreign country where such use is prohibited by the laws of that country.

**3.9.** Any access using your Login Credentials will be deemed to be authorized access by you to use the Electronic Access Services. You are responsible for maintaining the security and confidentiality of your Login Credentials. YOU ARE RESPONSIBLE FOR ALL ACTIVITIES, ACTS AND OMISSIONS (INCLUDING THE TERMS OF ANY TRADE) OCCURRING THROUGH THE USE OF THE ELECTRONIC ACCESS SERVICES SO LONG AS ACCESS TO THE ELECTRONIC ACCESS SERVICES IS GAINED THROUGH THE USE OF YOUR LOGIN CREDENTIALS OR THE FIRM REASONABLY BELIEVES THAT THE ACTIVITY IS GENUINE BASED ON VERIFICATION PROCEDURES.

## 4. Interpretation and miscellaneous

### 4.1. Definitions

In these Client Access Terms & Conditions:

- a) "Account" means all and any one of accounts with the Firm in respect of which information is made available to you by the Firm through any form of Online Access, including accounts previously opened, opened concurrently or in the future or from time to time closed and then reopened, renumbered or redesignated;
- b) "Client Account Agreement" means any agreement between the accountholder of an Account and the Firm or a predecessor of the Firm in force from time to time governing the appointment of the Firm or a predecessor of the Firm as agent to execute transactions on behalf of the accountholder in securities;
- c) "Electronic Access Services" means Online Account Enquiry Access and any other services provided from time to time by the Firm through any form of Online Access, and accessed by you through any form of Online Access, using your Login Credentials;
- d) "Login Credentials" means any user ID, password, security questions and answers, or authenticator (including but not limited to, software authenticators, hardware authenticators, or biometric authenticators such as fingerprint scans, facial

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scans or behavioural biometrics) used to authenticate a user in relation to Online Access.

- e) "Online Access" means access to, or entry of, information through an Internet-enabled smart phone, tablet or any other wireless handheld computing device; personal computer; or any other electronic device that the Firm allows you to use for Online Access.

## 4.2. Records of firm

Despite any information provided to you in response to an Account Enquiry, the only conclusive statement of any Account is the statement communicated to the accountholder or corrected by the accountholder in accordance with the Client Account Agreement.

## 4.3. Discontinuance of Electronic Access Services

You agree and acknowledge that the Firm may modify or discontinue the Electronic Access Services or any part of them at any time. You also acknowledge that the Electronic Access Services may be periodically unavailable to allow for systems maintenance and updates.

## 4.4. Other agreements

These Client Access Terms & Conditions are in addition to and not in substitution for any other agreements between you or the accountholder and the Firm, including the Client Account Agreement and any other agreement relating to the Accounts or the Electronic Access Services. In connection with the Electronic Access Services, these Client Access Terms & Conditions will prevail in the event of any inconsistency between these Client Access Terms & Conditions and other agreements between you or the accountholder and the Firm. Except to the extent that they are inconsistent with these Client Access Terms & Conditions, the Client Account Agreement and the terms and conditions posted from time to time on the Firm's website are incorporated by reference into these Client Access Terms & Conditions and apply to the Electronic Access Services.

## 4.5. Governing law

These Client Access Terms & Conditions are governed by the laws of the province or territory of Canada in which you are resident and the laws of Canada, as applicable. If you are not resident in Canada, then these Client Access Terms & Conditions are governed by the laws of the province of British Columbia and the laws of Canada, as applicable. Subject to any applicable Client Account Agreement and unless otherwise agreed by the Firm and you in writing, the Firm and you will submit exclusively to the courts of the province or territory of Canada in which you are resident and, if you are not resident in Canada, to the courts of the Province of British Columbia any and all disputes in connection with the operation of these Client Access Terms & Conditions and the Electronic Access Services or any transaction or intended transaction using the Electronic Access Services or arising out of or relating to these Client Access Terms & Conditions.

## 4.6. Severability

If any term of these Client Access Terms & Conditions is found by a court of competent jurisdiction to be invalid, illegal or void, that term will be severed from these Client Access Terms & Conditions, and the remaining terms of these Client Access Terms & Conditions will continue in full force and effect, modified only to reflect the severance of that term.

## 4.7. Binding effect

These Client Access Terms & Conditions enure to the benefit of and is binding on the Firm, its successors and assigns and you and your heirs, executors, administrators, successors and permitted assigns.

## 4.8. Amendment

These Client Access Terms & Conditions may be amended from time to time. When this occurs, you will be presented with the new version and asked to indicate your acceptance once again.