

## TERMS OF USE FOR DIXON MITCHELL ONLINE PORTAL

**IMPORTANT NOTICE:** Please carefully read these Terms of Use for Dixon Mitchell Online Portal (these “**Terms**”), which are a binding agreement with Dixon Mitchell Investment Counsel Inc. (“**Dixon Mitchell**”) that governs use of the Dixon Mitchell Online Portal (the “**Portal**”). Each time you use the Portal, you accept and agree to be bound by the most current version of these Terms. If you do not agree to the most current version of these Terms, then you may not use the Portal.

### 1. Introduction

**1.1 Background:** The Portal is intended for use only by or on behalf of Dixon Mitchell clients for the sole purpose of receiving electronic delivery of documents from Dixon Mitchell and to access and download documents and information about their dealings with Dixon Mitchell.

#### 1.2 Acceptance of these Terms:

- (a) **Individual Clients:** If you are a Dixon Mitchell client, then in the remaining sections of these Terms “**Client**” means you, and by registering to use the Portal, and each time you use the Portal, you signify your agreement to be bound by the most current version of these Terms.
- (b) **Authorized Representatives:** If you are an authorized representative of a Dixon Mitchell client that is a legal entity (not a natural person), then in the remaining sections of these Terms “**Client**” means the Dixon Mitchell client that you represent, and by registering to use the Portal on behalf of the client and each time you use the Portal on behalf of the client you signify the client’s agreement to be bound by the most current version of these Terms, and you represent and warrant that you have legal authority to agree to the most current version of these Terms on behalf of the client and to use the Portal on behalf of the client.

**1.3 Changes to these Terms:** Dixon Mitchell may change these Terms from time to time by posting the changed Terms on the Portal and on the Dixon Mitchell website at [www.dixonmitchell.com/terms](http://www.dixonmitchell.com/terms). The changed Terms will be effective immediately on posting, unless the changed Terms expressly state otherwise. Client is solely responsible for checking the “Last Updated” date at the top of these Terms and reviewing any changes since the previous version. By using the Portal after these Terms have been changed by Dixon Mitchell, Client signifies agreement to the changed Terms. Client may not change, supplement or amend these Terms in any manner.

### 2. The Portal

**2.1 Permission to Use Portal:** Client may not use the Portal if Client does not accept and agree to these Terms, if Client has breached these Terms or if Client’s permission to use the Portal has been suspended or terminated by Dixon Mitchell. Dixon Mitchell in its discretion may refuse to grant Client permission to use the Portal, and may restrict, suspend or terminate Client’s permission to use the Portal, without any notice or liability to Client.

**2.2 Use of Portal:** Subject to these Terms, Client may use the Portal for the sole purpose of accessing and downloading documents and information that Dixon Mitchell in its discretion elects to deliver or make available to Client through the Portal. Client will use the Portal in accordance with these Terms. Client will not: (a) use the Portal in any manner, by any means, or for any purpose that is not expressly permitted by these Terms; (b) attempt to circumvent the ordinary navigational structure, technical delivery systems or display of the Portal or otherwise attempt to access or use the Portal by any means that is not deliberately made available for that purpose by Dixon Mitchell; (c) use the Portal in a way that damages, disrupts, compromises, degrades or interferes with the integrity, functionality, operation, performance or security of the Portal; (d) license, sublicense, grant, sell, share, transfer, assign, pledge, create an interest in, or otherwise give or make available or permit the use of the Portal to or for the benefit of any other person, whether as a service bureau or otherwise, and whether with or without charge; (e) alter, attempt to circumvent, destroy, obscure or remove any notices (including trademark and copyright notices), proprietary codes or locks, means of identification, digital rights tools or management information, security or control measures or agreements (including end user terms and conditions) on, in or in relation to the Portal or any documents and information available through the Portal; or (f) permit, assist or encourage any other person to do any of the foregoing in this section 2.2 or to commit any act or omission that would be a breach of these Terms if committed by Client. A restriction set out in this section 2.2 does not apply if and to the extent, but only to the extent, that the restriction is prohibited by applicable law.

**2.3 Technical Requirements:** Client is solely responsible for obtaining, provisioning, configuring, maintaining, paying for, and protecting from loss and damage, all equipment (including compatible personal computers), software (including compatible browser software) and services (including internet access) necessary for the use of the Portal by or on behalf of Client.

**2.4 Notification:** Client will promptly notify Dixon Mitchell if Client or any Authorized User becomes aware of, or reasonably suspects, any unauthorized access to or use of the Portal or any documents and information through the Portal.

### 3. Documents and Information

**3.1 General:** Dixon Mitchell in its discretion will determine, and may change from time to time, the documents and information that are available through the Portal. Dixon Mitchell does not guarantee the accuracy, completeness or currency of the documents and information available through the Portal. Client may obtain complete and up-to-date documents and information by contacting Client's Dixon Mitchell portfolio manager.

**3.2 Technical Problems:** Client will promptly notify Dixon Mitchell if Client or any Authorized User experiences any technical problems accessing documents or information through the Portal, or if Client reasonably believes that any documents or information available through the Portal are incorrect or incomplete.

## 4. Authorized Users

**4.1 Definition:** If Client is a natural person, then “**Authorized User**” means Client only. If Client is a legal entity (e.g., a corporation or partnership), then “**Authorized User**” means a natural person who is authorized by Client to use the Portal on Client’s behalf.

**4.2 General:** Client will use the Portal only through one or more Authorized Users, each of whom is duly registered with Dixon Mitchell to use the Portal on behalf of Client. Client will ensure that each Authorized User uses the Portal in accordance with the restrictions and requirements set out in these Terms. Client may submit a written request (by email) to Dixon Mitchell requesting that Dixon Mitchell restrict, suspend or terminate (in whole or in part) any Authorized User’s registration to use the Portal. Dixon Mitchell in its discretion may refuse to register a person as an Authorized User, and may restrict, suspend or terminate (in whole or in part) any Authorized User’s registration to use the Portal.

**4.3 Credentials:** Each Authorized User will use valid and subsisting unique identifiers or other factors registered with or provided by the Portal (collectively “**Credentials**”) to access and use the Portal. Credentials are specific to the Authorized User for whom they are registered or provided, and may not be shared with or transferred to any other person. Client will ensure that each Authorized User keeps the Authorized User’s Credentials secure and confidential at all times, does not permit any other person to know or use the Authorized User’s Credentials, and immediately notifies Dixon Mitchell if the Authorized User knows or suspects that the Authorized User’s Credentials have become known to or used by any other person. Client is fully responsible and liable for the security of all Credentials and all use and misuse of Credentials. Dixon Mitchell in its discretion may require Authorized Users to verify or change Credentials from time to time. Dixon Mitchell is not required to verify the actual identity or authority of any person using Credentials.

**4.4 Monitoring Use:** The Portal may monitor and record information about each Authorized User’s use of the Portal, and Dixon Mitchell may use and disclose that information for system administration and security purposes, to enforce these Terms and as otherwise permitted by applicable law, and may disclose or make that information available to Client. Client will ensure that each Authorized User consents to the collection, use, disclosure and retention of information regarding the Authorized User and the Authorized User’s use of the Portal as set out in this section 4.4 and as otherwise permitted by applicable law.

**4.5 Suspension:** Dixon Mitchell in its discretion may suspend any Authorized User’s access to the Portal without any prior notice if Dixon Mitchell reasonably believes: (a) the Authorized User has failed to comply with these Terms; (b) the integrity, functionality, operation, performance, results, reliability or security of the Portal or any related data may have been damaged, disrupted, compromised or degraded, or to prevent a risk of damage, disruption, compromise or degradation to the integrity, functionality, operation, performance, results, reliability or security of the Portal or any related data; or (c) the suspension is required by applicable law or is reasonably necessary to prevent or mitigate an imminent risk of harm, loss, damage or liability.

## 5. Other Matters

- 5.1 Proprietary Rights:** As between Dixon Mitchell and Client, Dixon Mitchell will at all times solely own and retain all rights, title and interests (including all intellectual property rights) throughout the world in, to and associated with the Portal and the technologies and data used to operate the Portal. All rights not expressly granted by Dixon Mitchell under these Terms are reserved. Dixon Mitchell in its discretion may change the Portal from time to time without notice to Client.
- 5.2 Indemnity:** Client will indemnify and hold harmless Dixon Mitchell and its service providers, suppliers and licensors and their respective directors, officers, employees, agents and other personnel from and against all claims, complaints, demands, investigations, actions, suits and proceedings by any person, and all resulting liabilities and obligations (including damages, administrative monetary penalties, financial sanctions, settlement payments, expenses and costs, including lawyer's fees), arising from, connected with or relating to the use by or on behalf of Client of the Portal or any documents and information obtained through the Portal, except to the extent that such liability and obligations are the result of the negligence of Dixon Mitchell or the breach by Dixon Mitchell of these Terms, the terms of its agreement with Client or applicable laws.
- 5.3 Disclaimer of Liability:** Client acknowledges that the Portal and documents and information available through the Portal are provided under these Terms free of charge and as a courtesy convenience to Client, and that Dixon Mitchell does not accept any liability to Client or any other person arising from, connected with or relating to Client's use of the Portal or any documents or information available through the Portal, except to the extent that any such liability is the result of the negligence of Dixon Mitchell or the breach by Dixon Mitchell of these Terms, the terms of its agreement with Client or applicable laws.

## 6. General

- 6.1 Survival of Terms:** If Client's permission to use the Portal is terminated for any reason, then these Terms will continue to apply and be binding regarding Client's use of the Portal before termination and all related matters (including any related dispute).
- 6.2 Governing Law and Disputes:** These Terms and all related matters will be governed by, and construed and interpreted solely in accordance with, the laws of the Province of British Columbia, Canada and applicable federal laws of Canada, excluding any rules of private international law or the conflict of laws that would lead to the application of any other laws. The courts of British Columbia sitting in Vancouver, Canada, will have original and exclusive jurisdiction over any dispute arising from, connected with or relating to these Terms or any related matter.
- 6.3 Interpretation:** In these Terms: (a) a reference to "these Terms" refers to these Terms as a whole, and not just to the particular provision in which those words appear; (b) headings are for reference only; (c) words importing the singular number only include the plural, and vice versa; (d) "discretion" means a person's sole, absolute and unfettered discretion; (e) "including"

or “**includes**” means including or includes (as applicable) without limitation or restriction; (f) “**law**” includes common law, civil law, equity, statutes and regulations, and a reference to a specific statute includes all regulations made under the statute and all amendments to, or replacements of, the statute or any regulation made under the statute in force from time to time; and (g) “**person**” includes an individual (natural person), corporation, partnership, joint venture, association, trust, unincorporated organization, society and any other legal entity.

**6.4 Miscellaneous:** These Terms are binding on Client and Client’s heirs, executors, administrators, personal representatives, successors and permitted assigns. These Terms are for the benefit of Dixon Mitchell and its successors, assigns, directors, officers, employees and representatives. All notices required or permitted to be given under these Terms will be in writing. If any provision of these Terms is held by a court or arbitrator to be invalid or unenforceable for any reason, then the provision will be deemed severed from these Terms and the remaining provisions will continue in full force and effect without being impaired or invalidated in any way, unless as a result of the severance these Terms would fail in its essential purpose. Client may not assign these Terms without Dixon Mitchell’s express, prior written consent, which consent may be withheld in Dixon Mitchell’s discretion. Dixon Mitchell may assign these Terms without Client’s consent. If Dixon Mitchell’s consent or approval is required under these Terms, then Dixon Mitchell in its discretion may withhold the consent or approval unless these Terms expressly specify otherwise. No consent or waiver by Dixon Mitchell to or of a breach of these Terms will be effective unless in writing and signed by Dixon Mitchell. These Terms set out the complete agreement between Dixon Mitchell and Client with respect to the subject matter of these Terms, and supersede all previous communications, representations, negotiations, discussions, agreements or understandings, whether oral or written, with respect to the subject matter of these Terms. Except as set out in section 1.3, these Terms may not be amended except by a written document that expressly states that it is an amendment to these Terms and is signed by both Dixon Mitchell and Client.

**6.5 Language:** The Parties have expressly requested and required that these Terms and all related documents be written in the English language. Les parties conviennent et exigent expressément que ce Contrat et tous les documents qui s’y rapportent soient rédigés en Anglais.

**6.6 Questions:** If you have any questions or comments regarding these Terms, please contact Client’s Dixon Mitchell portfolio manager.

**If you do not accept and agree to these Terms of Use, You may not register for or use the Portal.**