

## **Legal, privacy, copyright and trademark information**

Use of this website is governed by the following terms and conditions. Please read these terms and conditions carefully, as by accessing this site you will be deemed to have agreed to them. These terms and conditions are subject to change without notice to you, so we recommend that you review them regularly. If you do not agree with these terms and conditions, do not use this site.

### **Limited license and use**

The owner of this site (“Owner”) grants you a limited license to display the contents of this site on your computer or other electronic device you use to access this site, and print, download and use the materials on this site solely for informational purposes or to transact with the Owner, provided that the contents of the site are not modified in any way and that all copyright and other notices are maintained. You agree not to, directly or indirectly, attempt or actually disrupt, impair or interfere with, alter or modify this site or any of its content.

This site is for general information purposes only and is not intended to provide you with any personalized financial, insurance, legal, accounting, tax or other professional advice. You will not rely on this site as a substitute for independent research or for personal advice.

Nothing on this site constitutes an offer to buy or sell products or services of any third party. All products and services are subject to the terms and conditions of any applicable contracts and applicable laws. The products and services described on this site are available only in jurisdictions where they may be lawfully offered for sale. The Owner may only solicit the sale of financial products and services for which the Owner has been duly licensed in the jurisdiction in which the sale occurs.

The use and content of this site, including the terms and conditions of use, shall be governed by the laws of the state in which the Owner resides and you agree to attorn to the jurisdiction of the courts of that state.

If you are accessing this site on behalf of another party, you confirm that you are authorized to do so, and agree you shall be liable and will indemnify and hold harmless the Owner in the event the party you are acting on behalf of claims you did not have such authority, or the information you submitted was inaccurate.

No endorsement or approval of any third party or their statements, opinions, information, products, or services is expressed or implied by the contents of this site. To the extent any third party opinions or information are included on this site, they are provided for convenience only and the Owner assumes no liability and does not approve or endorse such third party content, or warrant such content to be accurate, complete, reliable, verified, error free, or fit for any purpose.

The Owner may utilize third party service providers to provide certain tools and/or programs, some of which may be housed on a third party server or on a site which has been independently developed by others. As such, while accessing this site you may be linked to such other third party servers. Access to other sites or use of any third party tools or programs on this site are subject to all terms and conditions found therein.

### **Availability**

This site, in whole or in part, may periodically be unavailable to you in order to allow for maintenance or updates, or due to other causes, including causes beyond the control of the Owner. Further, any or all of the services on this site may change at any time, with or without notice to you.

### **Privacy and Confidentiality**

You acknowledge that the Owner collects and uses personal information for purposes of providing the services described on this site. The Owner is committed to respecting the privacy and confidentiality of information in accordance with applicable law. The Owner has established and will continue to maintain appropriate safeguards to protect the security and confidentiality of personal information. However, you acknowledge and confirm that the Internet is not a secure medium where privacy and confidentiality can be guaranteed and that complete security and confidentiality of transmissions to and from this site over the Internet is not possible at this time. Your confidential use of the site cannot be guaranteed and you acknowledge that your use of the site (including information you transmit to the site) may be subject to access or manipulation by, or disclosure to, third parties. Without limiting any other disclaimer herein, neither the Owner nor any third party shall be responsible or liable for any damages that you or any other person may suffer in connection with any such breach of privacy, confidentiality or security. If you are provided with a user name and password to access any part of this site, you agree to be liable for all uses of your user name and password, including unauthorized use without your consent and you acknowledge that the Owner shall

not be responsible to confirm the actual identity or authority of any user. Instructions provided pursuant to such user name and password shall constitute sufficient authority to the Owner to execute any transactions directed there under. You agree to notify the Owner immediately should the confidentiality of your user name and password be in jeopardy.

### **E-mail security**

The security of e-mail communication cannot be guaranteed at this time. Any person wishing to communicate or send information of a private or confidential nature to the Owner is encouraged to do so by other means.

### **Copyright**

This site has been developed by and is the property of the Owner. All information and materials contained on this site are protected by copyright, trademark and/or other intellectual property laws of the United States, Canada, and other countries, and are the property of their respective owner(s). Subject to the limited license to use this site as described above, no person may copy, redistribute, reproduce or republish in any form, or link to this site or its contents in any manner whatsoever, including by way of hyperlinks or framing, unless that person has obtained the prior written consent of the Owner. Any infringement of the rights of the Owner may result in appropriate legal action.

### **Trademarks**

The Owner owns or has obtained the right to use by license or otherwise the trademarks, logos and domain names used on or in connection with the goods and services that it provides and displays on this site. The trademarks are protected by Canadian and foreign trademark laws. All rights reserved. The display of trademarks on this site shall not in any way be construed as an implied license to use such trademarks. Any third party marks are used with permission or under license.

### **General disclaimer**

While information posted on this site is believed to be reliable and accurate at the time of posting, the Owner does not guarantee, represent or warrant that the information contained on this site is accurate, complete, reliable, verified, error free, or fit for any purpose.

Nothing on this site forms a contract, or a part of any contract, other than as it relates to the use of this site or as may be expressly provided. In the event of a conflict between the information contained on this site and the terms contained in any products or services offered by the Owner or a third party, the terms contained in any document detailing such product or service will prevail.

Neither the Owner or any third party, make any representations or warranties, express or implied, regarding the usability or condition of this site, that this site will operate uninterrupted or error free, or that this site will operate in combination with any services or software used in connection therewith or that it shall be viewed consistently with all browser software or that any communication transmitted to or from this site is private, confidential or secure.

The Owner expressly disclaims all representations, warranties or conditions, express or implied, statutory or otherwise, including, without limitation, the warranties and conditions of merchantable quality and fitness for a particular purpose, non-infringement, compatibility, timeliness, security or accuracy, and any representations, warranties or conditions that may arise from a course of dealing or usage of trade.

You assume full responsibility for risk of loss of any nature whatsoever resulting from your use of this site. Without limiting the generality of the foregoing, you acknowledge and agree that neither the Owner or any third party, shall be liable to you for loss of data, computer time or any loss or damage of any nature whatsoever arising out of or attributable in any manner whatsoever to your use or inability to use this site for any reason whatsoever or to any action or inaction on the part of the Owner or for any direct, indirect, special or consequential damages, even if the Owner has been advised of the possibility thereof, including but not limited to lost profits, lost opportunities or business revenues, loss of goodwill, or failure to realize expected savings.

This site may contains links to other sites which sites are not maintained or controlled in any way by the Owner. Links to any such sites that are not maintained or controlled by the Owner are provided for convenience only and are not to be construed as an endorsement by the Owner or any other party of the products, services, advice or opinions or any other content of such sites. Access to or use of sites to which links are provided are subject to the terms and conditions of such sites. You are fully responsible for any use that you make of the content contained in such sites and you are solely responsible for the consequences of any use of or reliance on such content.