

## INDEPENDENT ADVISOR SOLUTIONS

# Website Terms of Use

These website terms of use (the “Terms”) govern your use of the websites and mobile content operated by Independent Advisor Services Inc. (“iAS”, “us” or “we”).

By using the iAS website or accessing mobile content (collectively referred to as “iAS Website”), you acknowledge and agree that you have read, understood, and agree to be bound by the Terms. If you do not agree with the Terms, you must not access the iAS Website. We reserve the right, in our sole discretion, to change the Terms at any time without notice to you and you agree to be bound by the changes. We encourage you to review the Terms each time you use the iAS website in order to be aware of any such modifications and your continued use will indicate your acceptance of these.

### Use of websites

The iAS Website may be used only for lawful purposes. iAS' products and services referenced on Websites are available only in Canada and are not intended for or available to persons who reside outside of Canada. Access to the iAS Website from locations where websites are illegal is prohibited. Persons who use the iAS Website must inform themselves about and observe the laws that apply in the jurisdictions where they are accessing the iAS Website. The iAS Website may be used only by individuals who have reached the age of majority in their jurisdiction of residence, can form legally binding contracts under applicable law, and have agreed to the Terms.

### No advice, offer or solicitation

The information on the iAS Website is intended for general information purposes only and is not intended to constitute investment, financial, securities, legal, tax, accounting or other professional or expert advice or recommendations. The information on the iAS Website has not been prepared to take into account specific investment objectives, financial situations or needs of any particular investor, and therefore may not be suitable for you. You should not rely on the information on the iAS Website for investment, financial, securities, legal, tax, accounting or other professional or expert advice or recommendations. We recommend that you directly consult your financial professional or other advisors before acting or omitting to act based on any information on the iAS Website. The information on the iAS Website is provided with the understanding that iAS is not acting in a fiduciary capacity. The information on iAS Website does not constitute a solicitation, offer or recommendation to buy or sell any securities.

### No transactions or instructions

The iAS Website may not be used for any transactions, to place buy or sell orders, or give instructions to iAS or any other person regarding any matter.

### Accuracy and completeness of information

iAS endeavours to provide accurate information and up to date information on the iAS Website, but errors may occur and information may become out of date. We do not guarantee the accuracy, completeness, or timeliness of the information on iAS Website. You may obtain complete and up to date information about the products, services and other matters referenced on the iAS Website by contacting our offices.

## Forward-looking statements

Certain documents and information on Websites may contain forward-looking statements. Actual results may be materially different from results expressed or implied by such forward-looking statements. We disclaim any obligation to update or revise any forward-looking statements. Past performance is no guarantee of future performance.

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You are solely responsible and liable for setting-up, maintaining and regularly reviewing security arrangements concerning your use of the iAS Website. You will not do anything that might compromise the security of the iAS Website or the systems or security of any other users of the iAS Website. Email is not secure or confidential unless properly encrypted. We recommend that you do not use email to send us confidential information. If you send us any confidential information by email, you do so at your own risk. We are not responsible or liable to you or any other person for any loss or damage suffered because of your use of email to communicate with us, or our use of email to communicate with you or other persons at your request.

## Disclaimer

The use of the iAS Website is at your own risk. The iAS Website are provided on an “as is” and “as available” basis, without any representations, warranties or conditions of any kind, whether express or implied including, without limitation, implied representations, warranties or conditions of merchantability, fitness for a particular purpose, title, or non-infringement of intellectual property rights, other than those warranties which are implied by and are incapable of exclusion, restriction or modification under the laws of those jurisdictions which do not allow such exclusion, restriction or modification of implied warranties. Without limiting the generality of the foregoing, iAS makes no representation, warranty, condition or guarantee that: (i) the iAS Website will be compatible with your computer and related equipment and software; (ii) the iAS Website will be available or will function without interruption or will be free of errors or that any errors will be corrected; (iii) the iAS Website will meet your requirements; (iv) the information available on, through or connected with the iAS Website will be timely, uninterrupted, sequential, accurate, authentic or complete; (v) certain or any results may be obtained through the use of the iAS Website; and (vi) the use of the iAS Website will be free of viruses, trojan horses, worms or other destructive or disruptive components. iAS disclaims all liability regarding such matters to the fullest extent permitted by law.

## Limitation of liability

Under no circumstances, including but not limited to, negligence, tortious action or any other cause of action, shall iAS be liable for any direct, indirect, special, incidental, consequential or punitive damages, or any other damages whatsoever including, without limitation, lost revenues, lost profits or loss of prospective economic advantage, resulting from the use of the iAS Website, or the inability to access or use the information on the iAS Website, even if iAS is advised of the possibility of such damages or such damages are reasonably foreseeable, other than those consequential or incidental damages which are incapable of exclusion, restriction, or modification under the laws of those jurisdictions which do not allow such exclusion, restriction or modification of liability for consequential or incidental damages, in which case, in no event shall iAS' total liability for any and all damages and causes of action exceed the amount paid by you, if any, for the use of the iAS Website.

## Indemnity

You agree to indemnify, defend and hold iAS harmless from and against all liabilities, expenses and costs including, without limitation, reasonable legal fees and expenses, incurred by us in connection with any claim or demand arising out of, related to, or connected with your use of the iAS Website, your breach of the Terms, or any wrongful conduct by you or any person for whom you are responsible. You will assist and co-operate as fully as reasonably required by us in the defence of any such claim or demand.

## Privacy Policy

We may in our discretion monitor your use of the iAS Website. We collect, use and disclose personal information in accordance with our [Privacy Policy](#), which we may change from time to time in our discretion without notifying or being liable to you or any other person by making an amended Privacy Policy accessible through the iAS Website. By accepting the Terms, and each time you use the iAS Website, you consent to the collection, use and disclosure of your personal information by us according with the Privacy Policy in effect at such time.

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## Miscellaneous

iAS reserves the right to cease, suspend or interrupt operation of or access to the iAS Website or any part of it, and is not required to provide any notice in respect to any such cessation, suspension or interruption of access, nor shall iAS have any liability for such cessation, suspension or interruption of access. iAS is under no obligation to monitor iAS Website and assumes no responsibility or liability should its content be modified or altered in any way without iAS' consent. The failure of iAS to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed to be severed from the rest of the Terms and will not affect the validity and enforceability of any remaining provisions.

## Governing law

These Terms shall be governed by the laws of Manitoba and the federal laws of Canada, applicable therein, and you agree to be bound by the laws of these jurisdictions. The courts of Manitoba have exclusive jurisdiction in relation to any disputes in connection with this website. You agree to submit and attorn to the exclusive jurisdiction of those courts in respect of such disputes.