

## **Client Portal Terms of Use**

### **Purpose**

Rae & Lipskie Investment Counsel Inc. (“RaeLipskie”) provides a secure Internet site (“Client Portal”) to permit easy and secure electronic access and transfer of documents to Clients as well as ongoing access to certain information and documents (which may include confidential documents) created or maintained by RLIC, including:

- portfolio activity and allocations
- account and holdings summaries
- newsletters
- positions and quarterly statements
- tax documentation
- unaudited interim financial statements for the Pooled Funds (as defined in the Investment Management Agreement between the parties)
- audited annual financial statements for the Pooled Funds
- such other reports or investment commentary as RLIC may choose or be required to provide

### **1. Use**

The Client Portal is exclusively provided to clients of RaeLipskie. By using any feature of the Client Portal, Client consents to the following terms and conditions and acknowledges that RaeLipskie is relying on such consent in allowing Client to use the Client Portal. RaeLipskie may modify, suspend, discontinue, or restrict the use of any portion of the Client Portal, including the availability of any portion of the content at any time, without notice or liability. Similarly, RLIC may amend the terms and conditions of this the Client Portal Agreement at any time. Such terms will be communicated via direct electronic notification to Client (or regular mail if requested). Continued use of the Client Portal after the posting (or mail delivery) of any amended terms and conditions will constitute agreement by Client to be bound by any such changes; Client may contact RaeLipskie to make any other arrangements.

### **2. Service Availability**

RaeLipskie will use reasonable commercial efforts to provide general availability of the Client Portal. However, RaeLipskie makes no representation or warranty that uninterrupted service will be available. Client agrees and acknowledges that the Client Portal will, at times, be unavailable for any number of reasons, including regularly scheduled maintenance, service upgrades, or mechanical or electronic failures. Client further understands and agrees that use of the Client Portal may be impacted by factors related to Client’s Internet service providers, public networks, and such other relevant entities (“Third Party Service Providers”) and by factors related to Client’s workstations/hardware, Client’s operating systems, Client’s

software, and Client's web browsers. RaeLipskie is not responsible for any such impact or for any problems or technical malfunctions of any telephone or internet network or lines, computer on-line systems, servers or providers, computer equipment, software, or any combination thereof, including any injury or damage to Client's computer or peripherals related to downloading any materials from the Client Portal, and is likewise not responsible for the failure of any e-mail to be received as a result of any such problems or technical malfunctions.

### **3. Security**

RaeLipskie will use reasonable commercial efforts to make the Client Portal secure from unauthorized access. However, Client recognizes that no completely secure system for electronic data transfer has yet been devised.

### **4. Portal Accounts and Credentials**

To use the Client Portal, Clients will be required to confirm their email address with RaeLipskie, at which point they will then be registered for account access ("Portal Account"). A username and password (collectively "Credentials") will be provided to Client once the email has been confirmed. Clients are responsible for manually changing their password after logging in for the first time. A Portal Account and Credentials are specific to Client (Client may be a household of two individuals) and may not be shared with or transferred to any other person. Client must always keep the Credentials secure and confidential and will not permit any other person to use the Portal Account or Credentials. Client will immediately notify RaeLipskie if Client knows or suspects that the Portal Account or Credentials have been used by any other person. Client is fully responsible and liable for the security of all Credentials and all use and misuse of Credentials. RaeLipskie may accept and act upon any communication that is given through the Portal Account or by using Client's Credentials. RaeLipskie is not required to verify the actual identity or authority of a person using a Portal Account or Credentials, but RaeLipskie may in its discretion at any time require verification of the identity of a person seeking to access a Portal Account and may deny access to and use of a Portal Account if RaeLipskie is not satisfied with the verification. If RaeLipskie, in its discretion, considers a Portal Account or Credentials to be unsecure or to have been used inappropriately, then RaeLipskie may immediately cancel the Portal Account or Credentials without any notice to Client or any other person. RaeLipskie may require Client to change the Credentials from time to time.

### **5. Documents Stored on the Client Portal**

RaeLipskie reserves the right to delete documents from the Client Portal at any time and for any reason. That said, documents uploaded to the Client Portal will normally remain on the Client Portal for a reasonable period. RaeLipskie always reserves the right to disclose any information as necessary to satisfy any applicable law, regulation, legal process, or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in RLIC's sole discretion. Client will indemnify RaeLipskie and hold



RaeLipskie harmless for all time and costs (including attorney fees) that RaeLipskie is compelled to incur in responding to subpoenas, discovery requests, or other legal process (including government requests) resulting in any way from the documents contained on the Client Portal.

**6. Client's Responsibility**

Client must, at Client's own cost: (a) provide for Client's own access to the Internet and pay any service fees, telephone charges and online service usage associated with such access; and (b) provide all equipment necessary for Client to make connection to the Client Portal, including a computer and modem.

**7. No Unlawful or Prohibited Use**

As a condition of using of the Client Portal, Client warrants to RaeLipskie that Client will not use the Client Portal to conduct or solicit any activity that is unlawful or that is otherwise prohibited by any contractual provision by which Client is bound. Client may not use the Client Portal in any manner that could damage, disable, overburden, or impair the Client Portal or interfere with any other party's use and enjoyment of the Client Portal. Client may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Client Portal. Client agrees to comply with all applicable laws, rules, and regulations in connection with the Client Portal.

**8. Links to Third Party Sites**

The trademarks and logos (collectively, "Trademarks") displayed on the Client Portal are registered and common law trademarks of RaeLipskie or its licensors. Nothing contained on the Client Portal should be construed as granting, by implication, or otherwise, any license or right to use any of the Trademarks displayed on the Client Portal without the written permission of RaeLipskie. Use of any of the Trademarks displayed on the Client Portal or displayed on any content on the Client Portal is strictly prohibited. Client should assume that everything on the Client Portal is copyrighted and is a trade secret and may not be used without the written permission of RaeLipskie.

**9. Trademarks, Logos and Other Proprietary Material**

The Client Portal may contain links to other Websites ("Linked Sites"). External Linked Sites are not under the control of RaeLipskie and RaeLipskie is not responsible for the contents of any external Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. RaeLipskie is not responsible for webcasting, or any other form of transmission received from any Linked Site. RaeLipskie is providing these links only as a convenience to Client, and the inclusion of any link does not imply endorsement by RaeLipskie of the Linked Site or any association with the operators of the Linked Site.



## **10. Confidentiality, Information Protection, and Protection of Data**

Notwithstanding any existing legal or contractual obligations regarding confidentiality between Client and Raelipskie, Client undertakes to treat all knowledge relating to business secrets, which come into Client's possession through the use of the Client Portal, as confidential. Client will assure that any protected data that comes into Client's possession through the use of the Client Portal is not transmitted to any unauthorized person. In partial consideration of the opportunity to access the resources of the Client Portal, Client agrees to maintain the strict confidentiality of access of the Client Portal and its data to Client, and to indemnify and hold harmless Raelipskie and its officers, principals, and employees and their heirs, successors, and assigns from and against any and all claims, actions, demands, losses, damages, judgments, costs, and expenses, including without limitation, reasonable legal fees and liabilities of every kind that may arise from Client's use of the Client Portal or because of violation of laws.

## **11. Term and Termination**

This Agreement and the services contemplated by it may be terminated by Raelipskie with or without cause and with or without notice at any time; provided, however, that the warranty disclaimers and liability waiver set forth below in Section 12 will survive any such termination. Upon termination of this Agreement or relationship by Raelipskie, Client has 90 days to download portal content from the Client Portal. Notice of termination may be sent via email or in writing. This Agreement is automatically terminated if the Investment Management Agreement is ended.

## **12. Warranty Disclaimer and Liability Waiver**

RAELIPSKIE MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE EFFICACY OF THE SECURITY OF THE CLIENT PORTAL. FURTHERMORE, RLIC DOES NOT WARRANT THAT THE CLIENT PORTAL'S FUNCTIONS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE CLIENT PORTAL OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE CONTENT AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND RLIC SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OF NON-INFRINGEMENT. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR OTHERWISE EXPRESSLY PROVIDED BY APPLICABLE LAW OR REGULATION, CLIENT AGREES THAT NEITHER RLIC, NOR ANY PARTY THAT PROVIDES INTERNET ACCESS OR EQUIPMENT USED TO ACCESS THE CLIENT PORTAL (INCLUDING THIRD PARTY SERVICE PROVIDERS), NOR ANY AGENT, INDEPENDENT CONTRACTOR, OR SUBCONTRACTOR OF ANY OF THE FOREGOING WILL BE LIABLE FOR ANY LOSS, INJURY, OR DAMAGE, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER UNDER A CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, ARISING IN ANY WAY OUT



OF THE CLIENT PORTAL, ITS CONTENT, ITS SECURITY OR ANY SERVICES PROVIDED IN CONNECTION WITH IT, OR OUT OF THE INTERNET ACCESS PROVIDER USED TO ACCESS THE CLIENT PORTAL OR THE EQUIPMENT USED TO ACCESS THE CLIENT PORTAL, INCLUDING, WITHOUT LIMITATION, ANY LOSS, INJURY, OR DAMAGE RELATING TO ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE FAILURE OR UNAUTHORIZED INTERCEPTION OR ACCESS TO THE COMMUNICATION BETWEEN RLIC AND CLIENT, EVEN IF RLIC OR THE THIRD PARTY SERVICE PROVIDERS ARE AWARE OF THE POSSIBILITY OF SUCH EVENTS.

**13. Miscellaneous**

This Agreement, together with the Investment Management Agreement, is the entire agreement between Raelipskie and Client regarding its' subject matter. This Agreement does not modify or affect any existing or future agreement between Raelipskie and Client, including the Investment Management Agreement. This Agreement is made and entered in the Province of Ontario and is to be construed under the laws of the Province of Ontario exclusive of its choice of law provisions.

