

In return for Pinnacle Correspondent Services, a division of Canaccord Genuity Corp. (the "Firm") providing you with a user ID and a password and access via the Internet to such information as the Firm may make available in respect of any Account (the "Internet Account Enquiry Access"), you agree to abide by the following terms and conditions of use for the Internet Account Enquiry Access and all uses of your user ID and password:

## **1. Authority**

You authorize the Firm to process any instructions to the Firm entered via the Internet 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 via the Internet (an "Account Enquiry") and to provide any other services as outlined in these Terms & Conditions or from time to time in publications of the Firm or on the website of the Firm.

## **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 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 Services.

**2.2** You acknowledge that the use of the 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 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 Services, or as to the accuracy, reliability or content of any information or service provided through the Services. The 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 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 gross 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 inter-connect 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 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 Services or the Firm's website 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 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 user ID, password and security questions and answers. This responsibility applies even if you change the user ID, password and security questions and/or answers. This information must be kept confidential at all times and must not be shared with or disclosed to others.

**3.2** If your password, user ID and/or security questions and answers are revealed or if you suspect that someone else has learned or obtained them, you are responsible for either revoking or changing your user ID, password and changing your security questions and answers. You must also advise the Firm immediately.

**3.3** You agree not to use a user ID and password 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 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 our infrastructure. You agree not to use the services in a manner that harasses or may harass other parties, or that will or will 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 access to ensure the online services are being used responsibly and in accordance with these terms and conditions.

**3.6** You understand and accept that the Firm can suspend or revoke your user ID and password without notice under the following circumstances:

- (a) we suspect unauthorized use of your personal information or your user ID and password;
- (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 the terms and conditions of use.

**3.7** The Firm has taken all reasonable steps to ensure the security of its website. 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;
- (b) the availability or unavailability of the Internet, or telecommunications or other infrastructure systems due to system maintenance;
- (c) the availability or unavailability of the user ID and password service for any reason;
- (d) any illegal or fraudulent use of your user ID or password; or
- (e) the use of your user ID and password in a foreign country where such use is prohibited by the laws of that country.

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

## **4. Interpretation and miscellaneous**

### **4.1 Definitions**

In these 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 the Internet, 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) "Services" means Internet Account Enquiry Access and any other services provided from time to time by the Firm through the Internet, accessed by you via the Internet, a user ID and a password and outlined in these Terms & Conditions or from time to time in publications of the Firm or on the website of the Firm.

#### **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 Services**

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

#### **4.4 Other agreements**

These 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 Services. In connection with the Services, these Terms & Conditions will prevail in the event of any inconsistency between these Terms & Conditions and other agreements between you or the accountholder and the Firm. Except to the extent that they are inconsistent with these 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 Terms & Conditions and apply to the Services.

#### **4.5 Governing law**

These Terms & Conditions are governed by the law of British Columbia and, 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 and all disputes in connection with the operation of these Terms & Conditions and the Services or any transaction or intended transaction using the Services or arising out of or relating to these Terms & Conditions.

#### **4.6 Severability**

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

#### **4.7 Binding effect**

These 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 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.