

TERMS OF USE FOR VANCITY INVESTMENT MANAGEMENT ONLINE PORTAL

Last updated 04/21/2022.

IMPORTANT NOTICE: Please carefully read these Terms of Use for Vancity Investment Management Online Portal (these “**Terms**”), which are a binding agreement with Vancity Investment Management Ltd. (“**VCIM**”) that governs use of the Vancity Investment Management 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. Unauthorized use of the Portal is strictly prohibited.

1. Introduction

1.1 **Background:** The Portal is intended for use only by or on behalf of VCIM members for the sole purposes of: (a) receiving electronic delivery of documents from VCIM and to access and download documents and information provided by or on behalf of VCIM about their dealings with VCIM; and (b) receiving electronic delivery of documents from Fidelity Clearing Canada ULC (“**FCC**”) and to access and download documents and information provided by FCC about their dealings with FCC (as set out in section 3.2).

1.2 Acceptance of these Terms:

(a) **Individual Members:** If you are a VCIM member, then in the remaining sections of these Terms “**Member**” 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 VCIM member that is a legal entity (not a natural person), then in the remaining sections of these Terms “**Member**” means the VCIM member that you represent, and by registering to use the Portal on behalf of the member and each time you use the Portal on behalf of the member you signify the member’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 member and to use the Portal on behalf of the member.

1.3 **Changes to these Terms:** VCIM may change these Terms from time to time by posting the changed Terms on the Portal and on the VCIM website at <https://vcim.ca/>. The changed Terms will be effective immediately on posting, unless the changed Terms expressly state otherwise. Member 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 VCIM, Member signifies its agreement to the changed Terms. Member may not change, supplement or amend these Terms in any manner.

2. The Portal

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

2.2 **Use of Portal:** Subject to these Terms, Member may use the Portal for the sole purpose of accessing and downloading documents and information that VCIM in its discretion elects to deliver or make available to Member through the Portal. Member will use the Portal in accordance with these Terms. Member 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 VCIM; (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 Member. A restriction set out in this section 2.2 does not apply if and to the extent that the restriction is prohibited by applicable law.

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

2.4 Notification: Member will promptly notify VCIM if Member 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: VCIM in its discretion will determine, and may change from time to time, the documents and information that are available through the Portal. VCIM does not guarantee the accuracy, completeness or currency of any of the documents or information available through the Portal. Member may obtain complete and up-to-date documents and information from VCIM by contacting Member's Portfolio Manager or VCIM Client Services, 700 - 815 West Hastings Street, Vancouver, British Columbia, V6C 1B4, vcimoperations@vancity.com; tel. 604.871.5355.

3.2 FCC Documents and Information: If Member has an account at FCC (an "**FCC Account**"), then FCC on its own behalf may make available to Member through the Portal various documents (including FCC account statements, FCC reports and FCC trade confirmations, and FCC tax-related documents) and information (including information about FCC Accounts) that are prepared or provided by FCC on its own behalf. VCIM is not responsible or liable for any documents or information that FCC on its own behalf makes available to Member through the Portal.

3.3 FCC as Service Provider: Member acknowledges that the Portal is operated using services provided by FCC as a service provider to VCIM. FCC is not responsible or liable for any documents or information that VCIM on its own behalf makes available to Member through the Portal.

3.4 Technical Problems: Member will promptly notify VCIM, Member's Portfolio Manager or VCIM Client Services (vcimoperations@vancity.com; tel. 604.871.5355) if Member or any Authorized User experiences any technical problems accessing documents or information through the Portal, or if Member reasonably believes that any documents or information available through the Portal are incorrect or incomplete.

4. Authorized Users

4.1 Definition: If Member is a legal entity (e.g., a corporation or partnership), then "**Authorized User**" means a natural person who is authorized by Member to use the Portal on Member's behalf. If Member is a natural person, then "**Authorized User**" means Member and any other natural person who is authorized by Member to use the Portal on Member's behalf.

4.2 General: Member will use the Portal only through one or more Authorized Users, each of whom is duly registered with VCIM to use the Portal on behalf of Member. Member will ensure that each Authorized User uses the Portal in accordance with the restrictions and requirements set out in these Terms. Member may submit a written request (by email) or oral request (by telephone) to VCIM that VCIM restrict, suspend or terminate (in whole or in part) any Authorized User's registration to use the Portal. VCIM in its discretion may refuse to register any 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 or on behalf of VCIM (collectively "**Credentials**") to access and use the Portal. Unless VCIM in its discretion agrees otherwise, all Credentials will be communicated solely through 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. Member 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 VCIM if the Authorized User knows or suspects that the Authorized User's Credentials have become known to or used by any other person. Member is fully responsible and liable for the security of all Credentials and all use and misuse of Credentials. VCIM in its discretion may require Authorized Users to verify or change Credentials from time to time. VCIM 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 VCIM and its service providers (including FCC) 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 Member. Member 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: VCIM in its discretion may suspend any Authorized User's access to the Portal without any prior notice if VCIM reasonably believes: (a) the Authorized User has failed to comply with these Terms; (b) the security, confidentiality, integrity, availability, functionality, operation, performance, results or reliability 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 security, confidentiality, integrity, availability, functionality, operation, performance, results or reliability 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 Linked Sites: For your convenience, the Portal may provide links or references to other websites, social media platforms and internet services operated by independent persons (collectively "**Linked Sites**"). Activating a link will cause your browser to leave the Portal and connect with a Linked Site. Linked Sites are independent from VCIM, and VCIM does not endorse, or have responsibility or liability for or control over, any Linked Site, any goods, services or content available through a Linked Site, or the collection of your personal information through a Linked Site. Use of a Linked Site and the goods, services and information available on or through a Linked Site may be subject to agreements, terms of use, disclaimers and other important notices that you should read carefully. Your use of a Linked Site and your dealings with the owner or operator of a Linked Site are at your own risk, and you will not make any claim against VCIM arising from, connected with, or relating to your use of a Linked Site, your dealings with the owner or operator of a Linked Site or any product, service or content available through a Linked Site.

5.2 Proprietary Rights: As between VCIM and Member, VCIM and its service providers (including FCC), suppliers and licensors 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 VCIM under these Terms are reserved. VCIM in its discretion may change the Portal from time to time without notice to Member.

5.3 Indemnity: Member will fully indemnify and hold harmless VCIM and its service providers (including FCC), 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 Member of the Portal or any documents and information obtained through the Portal, except to the extent that the liabilities and obligations are the direct result of VCIM's gross negligence or breach of applicable laws.

5.4 DISCLAIMER OF LIABILITY: MEMBER 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 MEMBER, AND THAT VCIM AND ITS SERVICE PROVIDERS (INCLUDING FCC) DO NOT ACCEPT ANY LIABILITY TO MEMBER OR ANY OTHER PERSON ARISING FROM, CONNECTED WITH OR RELATING TO MEMBER'S USE OF THE PORTAL OR ANY DOCUMENTS OR INFORMATION AVAILABLE THROUGH THE PORTAL, EXCEPT TO THE EXTENT THAT THE LIABILITY IS THE DIRECT RESULT OF VCIM'S GROSS NEGLIGENCE OR BREACH OF APPLICABLE LAWS.

6. General

6.1 **Survival of Terms:** If Member's permission to use the Portal is terminated for any reason, then these Terms will continue to apply and be binding regarding Member'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 (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 Member and Member's heirs, executors, administrators, personal representatives, successors and permitted assigns. These Terms are for the benefit of VCIM and its successors, assigns, directors, officers, employees, representatives and service providers. 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. Member may not assign these Terms without VCIM's express, prior written consent, which consent may be withheld in VCIM's discretion. VCIM may assign these Terms without Member's consent. If VCIM's consent or approval is required under these Terms, then VCIM in its discretion may withhold the consent or approval unless these Terms expressly specify otherwise. No consent or waiver by VCIM to or of a breach of these Terms will be effective unless in writing and signed by VCIM. These Terms set out the complete agreement between VCIM and Member 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 VCIM and Member.

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 either (a) Member's regular VCIM Portfolio Manager; or (b) VCIM, Attention Client Services, 700 - 815 West Hastings Street, Vancouver, British Columbia, V6C 1B4, vcimoperations@vancity.com; tel. 604.871.5355.

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