

AUTHORIZED USER TERMS OF USE FOR DIXON MITCHELL PORTAL

IMPORTANT NOTICE: Please carefully read these Authorized User Terms of Use for Dixon Mitchell Portal (these “**Terms of Use**”), which are a binding agreement with Dixon Mitchell Investment Counsel Inc. (“**Dixon Mitchell**”) that governs your use of the Dixon Mitchell 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 of Use. If you do not agree to the most current version of these Terms of Use, then you may not use the Portal. Unauthorized use of the Portal is strictly prohibited.

- 1. Authorization/Termination:** You may use the Portal only if you are authorized to do so by a person or organization (the “**Broker**”) that is party to a valid and subsisting agreement with Dixon Mitchell that allows the Broker to access and use the Portal and the documents and information available through the Portal (the “**Access Agreement**”). Your permission to use the Portal is subject to termination or suspension by each of the Broker and Dixon Mitchell in their discretion without any notice or liability to you.
- 2. Accounts/Credentials:** To use the Portal, you must have valid and subsisting unique identifiers or other factors registered with or provided by the Portal (collectively “**Credentials**”). Credentials are specific to you, and may not be shared with or transferred to any other person. You will keep Credentials secure and confidential at all times. You will not permit any other person to know or use Credentials. You will immediately notify Dixon Mitchell and the Broker if you know or suspect that Credentials have become known to or used by any other person. Dixon Mitchell in its discretion may require you to verify or change Credentials from time to time.
- 3. Permitted Use and Restrictions/Prohibitions:** You may use the Portal, and the documents and information obtained through the Portal, only as expressly authorized by the Broker in accordance with the Access Agreement and these Terms of Use. Without limiting the foregoing, you will not: (a) attempt to circumvent the ordinary navigational structure, technical delivery systems or display of the Portal or otherwise attempt to access or use the Portal or any documents or information by any means that is not deliberately made available to you for that purpose by Dixon Mitchell; (b) use the Portal in a way that damages, disrupts, compromises, degrades or interferes with the integrity, functionality, operation, performance or security of the Portal; (c) 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 or information obtained through the Portal; or (f) permit, assist or encourage any other person to do any of the foregoing in this section 3 or to use the Portal or any documents or information obtained through the Portal in a way that would constitute a breach of these Terms of Use if it were done by you. The restrictions in this section 3 do not apply if and to the extent, but only to the extent, that the restrictions are prohibited by applicable law.
- 4. Monitoring Use/Personal Information:** The Portal may contain technologies that monitor, record and report to the Broker and Dixon Mitchell information regarding your use of the Portal.

The Broker and Dixon Mitchell may use that information for system administration and security purposes, to enforce these Terms of Use and the Access Agreement, and as otherwise permitted by applicable law. You consent to the collection, use, disclosure, and retention by the Broker and Dixon Mitchell of information regarding your use of the Portal for those purposes and as otherwise permitted by applicable law.

- 5. Governing Law/Disputes:** These Terms of Use are governed by the same law that governs the Access Agreement. All disputes arising under or in relation to these Terms of Use will be resolved using the dispute resolution procedure set out in the Access Agreement, and you hereby irrevocably submit and attorn to the exclusive jurisdiction of those arbitrators and courts regarding those matters.

- 6. Changes to these Terms of Use:** Dixon Mitchell may change these Terms of Use from time to time by posting the changed Terms of Use on the Portal and on the Dixon Mitchell website at <http://www.dixonmitchell.com/terms>. The changed Terms of Use will be effective immediately on posting, unless the changed Terms of Use expressly state otherwise. You are solely responsible for checking the “Last Updated” date at the top of these Terms of Use and reviewing any changes since the previous version. By using the Portal after these Terms of Use have been changed by Dixon Mitchell, you signify your agreement to the changed Terms of Use. You may not change, supplement or amend these Terms of Use in any manner.

- 7. Survival:** Each of sections 4, 5, 7 and 8 of these Terms of Use, and all other provisions necessary to their interpretation or enforcement, will survive the expiration or termination of your permission to use the Portal and will remain in full force and effect and be binding on you as applicable.

- 8. General:** These Terms of Use are the entire agreement between you and Dixon Mitchell regarding your use of the Portal and related matters, and may not be modified except as set out in section 6 or by a written document that expressly states that it is an amendment to these Terms of Use and is signed by both Dixon Mitchell and the Broker. These Terms of Use are binding on you and your heirs, executors, administrators, personal representatives, successors and permitted assigns. If any provision of these Terms of Use is determined to be unenforceable or invalid for any reason, then the provision will be deemed severed from these Terms of Use and the remaining provisions will continue in full force and effect unless as a result of the severance these Terms of Use would fail in their essential purpose. In these Terms of Use: (a) headings are for reference only; (b) words importing the singular number only include the plural, and vice versa; (c) “**discretion**” means a person’s sole, absolute and unfettered discretion; (d) “**including**” or “**includes**” means including or includes (as applicable) without limitation or restriction; (e) “**law**” includes common law, civil law, equity, statutes and regulations; and (f) “**person**” includes a legal entity.

IF YOU DO NOT ACCEPT AND AGREE TO THESE TERMS OF USE, YOU MAY NOT REGISTER FOR OR USE THE PORTAL.