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Accessing your MD accounts online¹ – Agreement

MD Financial Management provides financial products and services, the MD family of mutual funds, investment counselling services and practice management products and services through the MD group of companies. For a detailed list of these companies, visit md.ca.

MD online account access – TERMS AND CONDITIONS

Important: Please read this Agreement before accessing your MD accounts online.

Your use of the services as defined below will indicate that you have read this Agreement and will act as your acceptance of and agreement to be bound by the terms and conditions herein and any other term, condition or restriction applicable in respect of the services. The appropriate entity within MD Financial Management shall provide the services to you only upon the following terms and conditions. Throughout this Agreement the words you, your, yourself and yours mean Customer and the words we, us and our refers to the various affiliated entities forming part of MD Financial Management. In consideration of our giving you access to the Services, you agree to the following:

DEFINITIONS

In this Agreement:

- (a) Access Device means any device you use to access the Services, including but not limited to touch-tone telephone, personal computer, intelligent terminal or similar device.
- (b) Account means your account(s) with us.
- (c) Account Number means the number(s) assigned to your Account by us.
- (d) Data means market data, quotation information and associated databases.
- (e) Information Request means any request which you place using any Access Device for account information or a security quotation using the Services.
- (f) Information Providers means any entity providing us with Data.
- (g) Order Request means any transaction request for securities that is created and transmitted via Access Device by you to us using the Services.
- (h) Password means the personal password or security code assigned to you in connection with the Services, as same may be amended by you from time to time.
- (i) Personal Information shall have the meaning set out in Section 4 below.
- (j) Services means individually and collectively the MD Financial Management access your accounts online Internet Information services and, following their introduction by us, the Order Request services or any component or element of these services as applicable.
- (k) Suppliers means any owners, licensors or suppliers of equipment, software, systems or information or Data used or made available in connection with the Services, including Information Providers.

- 1.** (a) Your first use of any of the Services will act as your acceptance of and agreement to be bound by the terms and conditions herein (as amended from time to time) and your acceptance of any other term, condition or restriction applicable in respect of the Services.
- (b) By using the Services, you acknowledge, for each Account, that there are charges for the use of the Services and you agree to accept responsibility for any charges incurred for the use of the Services.
- (c) We can change the terms and conditions governing the use of the Services at any time. We will advise you of any changes by notice in writing or via the Internet. We may cancel the Services at any time without notice to you.

(d) You agree and acknowledge that we may modify any or all of the Services at any time. You also agree that the Services may periodically be unavailable to you in order to allow for maintenance and updates.

2. You agree to keep your Password(s) confidential, not to disclose your Password(s) to any other person and keep it separate from any other information which you will receive or which you already possess concerning the Services. You are solely responsible for maintaining the security of your Password(s) and ensuring that it is used by yourself only.

You acknowledge that your Password(s) is unique to you and that we do not have access to your Password(s). We shall not be responsible for the unauthorized use of the Services by any other person. You will not attempt to enter restricted areas of our computer system or the computer system of any entity related to or affiliated with us or perform functions which you are not authorized to perform pursuant to this Agreement. We may, without notice, temporarily suspend your access to the Services by deactivating your Password(s) if we reasonably suspect that you are using our computer system to obtain unauthorized access to our other systems or information or in any other inappropriate manner. These suspensions will be for a period of time necessary to permit the thorough investigation of the suspected activity. We may terminate this Agreement immediately without notice if it is determined that you have undertaken such unauthorized activity or if such unusual activity cannot be reasonably explained.

3. WARNING: The secure messaging system offered by MD Management allows for confidential messaging including the submission of account documentation to your MD Advisor only. Do not leave or transmit any transaction request related to your MD Management account(s) as these will not be acted upon. If you wish to submit a transaction request related to your MD Management account, please input directly into the system using the "Trades" application online, contact the MD Trade Centre at 1-800-267-2332 or contact your MD Advisor by telephone.

4. You agree that all information that you provide to us (including your address, telephone number, email address, Internet Protocol address, device location information and device software information) (Personal Information) is complete and true and the telephone number and Internet e-mail address at which you may be reached to discuss any Information Request and/or Order Request you may submit to us using the Services is valid and current or to authenticate your identity. You agree that you are responsible for any data or telecommunications costs you incur when we contact you using the information you provide to us. You also agree to advise us of any change(s) in your Personal Information, including your contact telephone number(s) as soon as the change(s) occur. Unless otherwise set out in this agreement, your Personal Information will be used in accordance with the [MDFM Privacy Policy](#).

5. Neither we nor the Suppliers make or are liable for any representation, warranty or condition, whether express or implied, concerning the Services, the Data or the use thereof including, without limitation, that:

(a) the Services or the Data will meet your needs, or that the Services or Data will be available for use at any particular time or for any particular purpose or will be error free; or

(b) the Data is up-to-date, accurate, in sequence, reliable, complete or suitable for any purpose. Without limiting the foregoing, all express or implied, direct or indirect, representations, warranties and conditions arising or implied by statute, common law, custom, usage of trade, course of performance, course of dealing or otherwise, including but not limited to, any warranties or conditions of merchantable quality and fitness for particular purpose are excluded. You agree that neither we nor the

Suppliers will be liable for any loss or damage resulting from any cause over which neither we nor the Suppliers have control, including but not limited to, the act or omission of the other, failure of electronic or mechanical equipment or communication lines, telephone or other inter-connect problems, unauthorized access, theft, power failure, labour dispute or government intervention.

6. You agree that the software and Data of ours and of each Supplier is protected by copyright and that each of us and them reserves all proprietary and intellectual property rights therein. You shall not reproduce, retransmit, disseminate, sell, rent, distribute, publish, broadcast, circulate or commercially exploit the software or Data or any other information provided through the Services in any manner or furnish it to any other person without our prior written consent and the consent of any relevant Supplier. You shall use the software and Data accessible through the MD Financial Management access your accounts online and the Services only for your individual use and you shall indemnify and hold harmless us and each Supplier from any liabilities or losses incurred as a result of your breach of the foregoing provisions or other misuse of the software or Data.

You agree that this agreement confers certain rights on the Suppliers which may be enforced against you by them by legal proceedings or other appropriate means.

7. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE RESPONSIBLE FOR CONTROLLING ACCESS TO YOUR DEVICE, INCLUDING THROUGH ANY TOUCH ID FEATURE. YOU HEREBY AUTHORIZE US TO ACCEPT ALL INFORMATION REQUESTS AND, WHEN AVAILABLE, ORDER REQUESTS, FOR YOUR ACCOUNT USING THE SERVICES AND YOU AGREE TO BE SOLELY RESPONSIBLE FOR THE ACCURACY OF ANY INSTRUCTIONS GIVEN BY YOU USING AN ACCESS DEVICE. ALL ORDER REQUESTS ARE SUBJECT TO VERIFICATION AND ACCEPTANCE BY US. YOU AGREE THAT ALL ORDER REQUESTS WILL ONLY BE PROCESSED IF YOUR ACCOUNT IS IN GOOD ORDER AND YOU HAVE SUFFICIENT FUNDS TO COMPLETE THE TRANSACTION ORDERED. YOU UNDERSTAND THAT EXECUTION OF ANY ORDER REQUEST IS SUBJECT TO OUR PRIOR APPROVAL. IN CERTAIN CIRCUMSTANCES WE MAY REQUEST ADDITIONAL CONFIRMATION OF ANY ORDER REQUEST BEFORE EXECUTION OF SAME, HOWEVER, WE MAY, AT OUR SOLE DISCRETION, ACT UPON ALL INSTRUCTIONS GIVEN OR PURPORTED TO BE GIVEN BY YOU OR ON YOUR BEHALF IN RESPECT TO AN ORDER REQUEST AND WE SHALL NOT INCUR ANY LIABILITY BY REASON OF OUR ACTING OR OUR FAILURE TO ACT ON SUCH ORDER REQUEST. YOU ACKNOWLEDGE THAT WE MAY RECORD ALL ORDER REQUESTS FROM YOU MADE PURSUANT TO THE SERVICES.

8. IN NO EVENT WILL WE BE LIABLE TO YOU OR TO OTHERS FOR ANY DAMAGES, DIRECT, INDIRECT, CONSEQUENTIAL OR SPECIAL, INCLUDING WITHOUT LIMITATION, ALL LOSSES, COSTS, EXPENSES, LOSS OF PROFITS, LOSS OF BUSINESS REVENUE OR FAILURE TO REALIZE EXPECTED SAVINGS ARISING FROM OR OUT OF THE EXISTENCE, FURNISHING OR FUNCTIONING OF THE SERVICES AS PROVIDED FOR IN THIS AGREEMENT, EVEN IF WE HAVE KNOWLEDGE OF THE POSSIBILITY OF SAME.

9. You acknowledge that the Services may be delayed or impeded if, at any time, you are permanently resident in or temporarily present in any country other than Canada.

10. (a) No waiver by us of any breach of any provision or condition of this Agreement shall be deemed a waiver of any other breach of such provision or any similar or other provision or condition of this Agreement.

(b) The conditions, rules and regulations set forth in any manuals, materials,

documents or instructions relating to this Agreement form part of this Agreement.

(c) This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

(d) Notices arising hereunder may be hand delivered, sent by facsimile message or sent by e-mail. If sent by facsimile or by e-mail, notice shall be deemed to have been received upon transmission.

(e) This Agreement shall be binding upon the respective successors and permitted assigns of the parties hereto.

(f) You agree that you may not assign the rights and obligations hereunder or in respect of the Services, without our prior written consent.

(g) If any provision or condition of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision or condition. The validity of the remainder of the Agreement shall not be affected and the Agreement shall be carried out as if such invalid or unenforceable provision were not contained therein.

(h) This Agreement has been drafted in the English language at the express request of the parties. Les parties ont exigé que le présent contrat soit rédigé en anglais.

11. As it relates to the Standard & Poor's (S&P) Stock Report and Morningstar Reports, you agree, that when you access these reports that:

(i) Neither MD Financial Management, S&P, Morningstar, their affiliates nor any third-party licensor shall have any liability for the accuracy or completeness of the information or

software furnished through the MD Financial Management access your accounts online, or for delays, interruptions or omissions therein nor for any lost profits, indirect, special or consequential damages;

(ii) Either MD Financial Management, S&P, Morningstar, their affiliates or third-party licensors have exclusive proprietary rights in any information and software received;

(iii) Subscriber shall not use or permit anyone to use the information or software provided through the MD online account access for any unlawful or unauthorized purpose;

(iv) Subscriber is not authorized or permitted to furnish such information or Software to any person or firm for reuse or retransmission without prior written approval of the source of such information or software;

(v) Access to the S&P and Morningstar Services is subject to termination in the event that any agreement between the specific MD Financial Management entity and a provider of information or software distributed through the MD Financial Management access your accounts online is terminated in accordance with its terms; and

(vi) Subscribers shall mean, an individual (a) whose use of the S&P and Morningstar Services shall be solely for his/her personal non-commercial use; and (b) who can access any of the S&P and Morningstar Services only via a password/user ID issued by MD Financial Management;

(vii) Please note that the reports are not subject to Canadian disclosure requirements.