

## CMLS Financial Ltd. Electronic Access Agreement (2015)

### **Electronic Access Agreement (the "Agreement")**

Please read carefully the following terms of this Agreement. If you do not agree with these terms, you will not have access the Portal. Your electronic acceptance of this Agreement is the same as delivering to us a valid, written paper agreement accepting the terms of this Agreement.

**Interpretation:** "We", "us" and "our" means CMLS Financial Ltd. and its affiliates. "You" and "your" refer to the person who accesses the Portal. The "Portal" means CMLS Customer Portal, which is accessed through our website at compassdirect.cmls.ca. A "business day" means any day, other than a Saturday, Sunday or public holiday, on which banks are open for business in Toronto, Ontario.

**Scope and Other Agreements:** This Agreement governs your use of the Portal, regardless of the technology you use to access the Portal and the services available through the Portal. This Agreement supplements, and must be read together with, any other existing and future agreements that you have with us and any terms, conditions or disclaimers provided on our website and the Portal. If there is a conflict between a term in this Agreement and any other agreement with us, the term of the other agreement will apply to the extent necessary to resolve the conflict.

**Changes:** We may change the Portal or this Agreement at any time. Changes may be made at any time to the Portal and the features, information and tools contained therein without any notice to you. We will notify you of a change to this Agreement by posting a notice on the Portal. Your use of the Portal after we post the notice means that you agree to and accept this Agreement as amended. If you do not agree to a change in this Agreement, you must immediately stop using the Portal. We may assign this Agreement to an affiliate or to a purchaser of all or a substantial portion of our assets without notice to you; you may not assign your rights under this Agreement without our prior written consent.

**Passwords:** When you first access the Portal you will create and acquire a password. This is your private password and you must keep your password confidential. You are solely responsible for the security and confidentiality of your password. You must never disclose, by accident or otherwise, the password to anyone else. When choosing a password, you must not use any password which can be easily obtained, guessed or reverse engineered by someone else, or a password you use for any other service. You should memorize your password rather than keep any written record of it. You must take all reasonable precautions to prevent others from seeing you entering your password, such as by ensuring that no one can see your key pad on your computer or other electronic device. We shall not be responsible for the unauthorized access to the Portal or for any instructions given by any other person using your password and we are under no obligation to confirm the actual identity or authority of any user of your password. If you suspect that someone else knows your password or is accessing the Portal using your log-in information, you must take steps to change your password immediately and contact us by telephone as soon as possible and follow any instructions that we give to you. You may call us between the hours of 8:30 a.m. and 6:30 p.m. EST at 1-888-995-2657.

**Instructions:** You may use the Portal from time to time to provide us with instructions as to dealing with your mortgage. You acknowledge that each instruction you provide to us via the Portal is final. You agree that we may rely on your instructions via the Portal the same as if you had provided us with a signed paper copy of them. You are solely responsible for the accuracy of all instructions, including, without limitation, any dollar figures or other information required to complete a transaction. An instruction includes your electronic acceptance of this Agreement and any other online agreements with us. You agree that you will be liable for the transactions that are conducted on your instructions, and for any damages, losses or expenses that arise from any such transactions. If

there is an unauthorized use of your password, after you have contacted us and made the change which we require, and provide evidence of such change, you will not be liable for unauthorized use.

**Recording Instructions:** You agree that we may keep records of all transactions and instructions received, and, if you provide instructions by telephone or interactive voice recognition system, that we may record your voice or responses though not required by applicable law or regulatory requirements to keep such records. These records will be conclusive and binding on you, including in any legal proceedings, unless you provide clear proof that the records are erroneous or incomplete.

**Processing Instructions:** We may exercise our absolute discretion to accept and process instructions placed through the Portal, whether or not the transaction was placed by you, and will not incur any liability by reason of acting or failing to act in such respect. In certain circumstances we may request additional confirmation or clarification of an instruction before processing the same. All transaction requests will only be processed if your mortgage is in good standing, you have sufficient funds in your bank account to complete the transaction and the transaction is consistent with your stated objectives, where your stated objectives are applicable. Instructions are not processed by us in real time. We will provide information in the Portal about the number of business days we require to process instructions. Any submission of an instruction through the Portal is deemed to be an acceptance of any terms we provide in the Portal about such instructions, including the number of business days that are required to process such instructions.

**Email:** Email sent over the Internet is not secure and may be lost, intercepted, or altered. Except where another agreement you have entered into with us says otherwise, you agree that we are under no obligation to accept or act on any instructions you provide to us by email. If you send us confidential information by email, we will not be liable if it is lost or intercepted, altered or misused by someone else. If you send us an e-mail, you agree that we may (at our sole discretion) respond to you by e-mail, and provide by e-mail any confidential information that you have requested; you also agree we will not be liable if the information we provide to you by e-mail as contemplated in this section is lost or intercepted, altered or misused by someone else.

**Use an Anti-Virus Program, Anti-Spyware Program and Firewall; Signing Off:** The computer or other electronic device you use may be vulnerable to viruses or online attacks that seek to intercept or alter information, including sensitive information, which you provide through the Internet. To reduce the chances of harm, you should take all reasonable precautions, including ensuring that any computer or other electronic device you use to access the Portal (including a computer at work, the library, an Internet cafe or another public place) has an up-to-date anti-virus program, anti-spyware program and a firewall. You should ensure to have a complete and current backup of the information on your computer system or other electronic device prior to using the Portal. To prevent unauthorized access to your account on the Portal, you must sign off of the Portal and close your browser, or sign off any mobile applications used by you, as soon as you finish using the Portal. We are not responsible for viruses or online attacks that might occur through the Internet.

**Fees:** When you conduct transactions through the Portal, you will be charged the transaction fees, charges and commissions, if any, provided under the agreements governing your mortgage. These fees, charges and commissions will be charged to you in the ordinary course on the terms of such agreements. Any additional fees, charges or commissions specific to the use of the Portal will be disclosed to you online by prior notice. You acknowledge that third parties, including Internet and wireless service providers, may charge you additional fees for access to the Portal using a computer or other electronic device.

**No Liability for Information Services:** We and our information providers will not be liable to you, or any other person, for damages, losses or expenses of any type arising from any information or tools provided on our website or through the Portal (including, without limitation, market data, quotation information (including interest rate

quotations) and databases, news, articles, text, graphs, audio clips, video clips, broadcasts and/or seminars). As examples, we and our information providers will not be liable if any information or tools provided does not meet your needs, is not suitable for any particular purpose, is not timely, is not in sequence, is not accurate, or is unavailable at any time. Further, all express or implied, direct or indirect, representations, warranties and conditions in respect of the Portal, our website or any information or tools provided on our website or through the Portal 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, are expressly excluded. Our information providers may enforce the terms of this Agreement against you. Time delayed or real-time interest rate or stock market quotations included in any information or tools provided on our website or through the Portal may not reflect the current market rates and/or current trading prices. Views, opinions and recommendations included in the information or tools provided on our website or through the Portal are not endorsed by us or our information providers. The Portal and our website are not intended to provide legal, accounting, financial, investment or tax advice and should not be relied upon in that regard.

**Intellectual Property Rights:** All information and tools we provide on our website or through the Portal and all software and systems used by us are proprietary to us, our information providers and our other licensors, and are protected by intellectual property laws, including copyright. You agree not to sell, rent, distribute, publish, broadcast or commercially exploit any of the information or tools in any manner or furnish it to any other person without our prior written consent. You further agree not to use any of the information or tools except for your own personal use. No portion of the content of the Portal or our website may be reproduced, other than for personal, non-commercial use, in any form or by any means, without our prior written permission. Except as otherwise permitted under this Agreement, you will not do any of the following: (i) modify, adapt, translate, reverse engineer, decompile, or disassemble any software and systems used by us to provide the Portal or our website; (ii) copy, mirror, reproduce, distribute, publish, download, post, transmit, or create derivative works based on any of the content found, accessible, or made available to you on the Portal or our website in any form or in any manner; (iii) sell, resell, or make any commercial use of such content; and (iv) use any robots, bots, spiders, web crawlers, data mining software, or any other automated tools or data gathering or extracting software on such content or to collect any information from the Portal or our website or from other users of same. Nothing in this Agreement or on the Portal or our website will be construed as providing you with any right, title, and interest in or to any of our intellectual property rights, or to grant you any licenses, whether by implication or otherwise.

**Access and Use:** We do not guarantee continuous access to the Portal or our website. From time to time interruptions, errors or other deficiencies in service may occur, including, without limitation, maintenance interruptions, interruptions in the accessibility of the Internet, a system outage or heavy demand. You are responsible, at your own expense, to obtain and maintain all necessary equipment, software and communication links as required in order to access the Portal or our website. You agree that you will not use the Portal, its information or tools or our website for an illegal or improper purpose, or take any steps that would have a negative impact on the security, integrity or functioning of our systems. You further agree not to use any third party website, software or service to access the Portal, the information or tools we provide or our website, or to stream any information we provide, including any interest rate quotations. Information in the Portal and our website does not constitute a solicitation or offer to sell our products or services. Links in our website or in the Portal to other websites or references to products, services or publications other than ours should not be construed as an endorsement, recommendation or approval of such websites, products, services or publications by us. You acknowledge and agree that while you may access the Portal or our website from other jurisdictions outside of Canada, the information and any tools in the Portal and our website is intended for use only in Canadian jurisdictions. Canadian laws exclusively apply to the Portal and our website and to the use of the Portal and our website, notwithstanding domicile, residence or physical location of any user. If you access or use the Portal or our website outside of Canada, you do so at your own risk, and you bear all responsibility for compliance with any local, provincial, national, or international laws that are applicable to such access by you.

**Limitation of Liability:** You understand and agree that, in addition to those limitations of liability set out elsewhere in this Agreement, we will be liable to you only for direct damages, losses and expenses resulting from our gross negligence, fraud or willful misconduct arising directly from the performance by us of our obligations under this Agreement and we will not be liable to you for any other damages, losses and expenses. Also, we will not be liable to you under any circumstances for any indirect damages, losses or expenses (including any special, incidental or consequential damages or any damages for loss of profit or loss of business opportunity), regardless of the cause of action, and even if we were advised of the possibility of such damages, losses or expenses or were negligent. Gross negligence in this section means conduct (whether through action or inaction, or through words or silence) which is (a) a marked and flagrant departure from the conduct ordinarily expected of a reasonable and prudent person in our position, or (b) so wanton and reckless as to constitute an utter disregard for harmful, foreseeable and avoidable consequences.

**No Liability in Certain Cases:** Subject to applicable law, we will not be liable for any direct or indirect damages, losses or expenses of any kind, including special, incidental or consequential damages or any damages for loss of profit, business or opportunity arising from any of the following, regardless of the cause of action, even if it arises in negligence and even if we are advised of the possibility of the damages: (i) any input errors that you make and the consequences of that input error; (ii) any failure by you to sign fully off the Portal after you finish use; (iii) any failure by you to use appropriate anti-virus software, anti-spyware software and/or firewalls on a computer or other electronic device you use to access the Portal; (iv) government restrictions or actions, exchange or market rules or the suspension of trading; (v) any failure by us to perform under this Agreement, or delays, errors or interruptions of the Portal, that result from acts beyond our reasonable control including acts of God, strikes, postal interruptions, lockouts, riots, acts of war, epidemics, fire, communication line failures, power failures, equipment or software malfunction, earthquakes or other disasters; or (vi) any other circumstance where we have indicated that we will not be liable or responsible in this Agreement.

**No Warranties:** No warranty or condition is given as to the nature, quality or character of the Portal or our website, the information or tools provided through the Portal or our website, or the accounts or services which can be accessed through the Portal or our website. We disclaim any warranties and conditions (including any oral, implied or statutory warranties and conditions) regarding the nature, quality or character of the Portal and our website, including any warranties and conditions as to merchantability, operation, currency, timeliness, merchantable quality, fitness for a particular purpose, title, non-infringement, security, and accuracy. We do not represent or warrant that (i) the Portal or our website will meet your requirements; (ii) the Portal or our website will be error free or provided on an uninterrupted or continuous basis; (iii) there will be no delays, no difficulties in use, no defects, or no incompatibilities with your use of the Portal or our website; (iv) all deficiencies in the Portal or our website can be found or corrected; and (v) that the Portal or our website or any communication from us, is free of viruses, malicious code, unauthorized programs, disable code, or other harmful components.

**Withdrawal of Access:** We may terminate this Agreement at any time. We may withdraw your access to the Portal at any time. These may be done without notice to you. This Agreement will continue to apply in respect of any access prior to the time of termination. We are not liable to you for any damage, loss, expense or inconvenience that results from any termination or withdrawal of access to the Portal.

**Governing Law:** Except as prohibited by the laws of your jurisdiction, this Agreement will be governed by and interpreted in accordance with the laws of the province of Ontario (without reference to its conflicts of laws rules) and the laws of Canada applicable in Ontario. You agree to submit to and be bound by those laws and the courts of Toronto, Ontario in the event of any dispute relating to this Agreement.

**Severability:** If any term of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining terms shall remain in full force and effect.

**Quebec Only:** You confirm that you prefer this Agreement and any related documents be in English. Vous confirmez préférer que cette convention et les documents s'y rattachant soient rédigés en anglais.