



Website Terms of Use

Last Update: May 9, 2014

IMPORTANT:

Please read carefully before using this website, www.communitytrust.ca (The “**Website.**”)

1. GENERAL:

- 1.1 These website terms of use (the “**Terms of Use**”) detail the terms of a legal agreement between you and Community Trust Company (the “**Company**”) and govern your use of and access to this Website, the messages, information, data, text, graphics, images, photographs, illustrations, software or other content available through this Website (collectively, the “**Content**”), and the services provided for and accessed through this Website (the “**Services**”). This Website (including all Content and Services) is provided by the Company solely for the limited purposes identified in these Terms of Use.
- 1.2 By visiting, accessing or using this Website you acknowledge on your own behalf, and on behalf of any entity on whose behalf that you may act, that you have read, understand and agree to these Terms of Use. You also agree to comply with the Company’s Privacy and Security Statement (the “**Privacy Statement**”), which is available at <http://www.communitytrust.ca/trust/privacy-security.html> and which is incorporated by reference into these Terms of Use.
- 1.3 Industry standard security and data loss prevention measures in place to protect against the alteration, loss and misuse of information pertaining to the Company’s website.
- 1.4 These Terms of Use may be changed, modified or otherwise revised from time to time without notice. It is your responsibility to determine whether any changes have been made by checking the date of the “**Last Update**” at the top of these Terms of Use as the then-current version of the Terms of Use shall apply to that visit. Your continued use of this Website after the Terms of Use are changed indicates your acceptance of the new Terms of Use. If you do not agree to the new Terms of Use, then discontinue your use of and access to this Website.
- 1.5 You agree to have these Terms of Use and any related information made available to you, and to otherwise have communications between you and Company, occur electronically.

2. WEBSITE USE:

- 2.1 You are granted a non-exclusive, non-transferable, non-sub-licensable, revocable, limited license to copy, download, display on your computer or other electronic device, print, and use the Content only for informational purposes and solely for: (a) your own personal use, or (b) your organization's internal use. You may access the Services only for informational purposes and solely for: (a) your own personal use, or (b) your organization's internal use. All rights not expressly granted by these Terms of Use are reserved to the Company.
- 2.2 This Website is provided for informational purposes for users in Canada. The products and services (other than the Services) referred to on this Website are subject to the terms of their use. These products and services are available in Canada and only in those jurisdictions where they may be legally offered. This site does not constitute an offer or solicitation to anyone in any jurisdiction in which such an offer or solicitation is not authorized or to any person to whom it is unlawful to make such a solicitation.
- 2.3 You agree to use this Website only for its intended and lawful purposes. You may **not**:
- (a) modify the Content from the form as presented on the Website;
 - (b) include any Content in or with any product or service that you (or your organization or company) creates or distributes;
 - (c) copy any Content onto your own or any other website;
 - (d) use the Website or the Services in any manner that could damage, disable, overburden, impair, interfere with the security of, negatively affect the functioning of, or otherwise abuse, the Website, system resources, accounts, servers, networks, affiliated or linked sites, connected to or accessible through the Website;
 - (e) use the Website, the Content or the Services in any manner that infringes upon the legal rights of any other person, that is unlawful, that violates any right of the Company, its partners, licensors, content providers, service providers or contractors, that is prohibited in these Terms of Use (including by accessing the Website from any location where such access may be illegal or prohibited), that is unethical, that is otherwise objectionable or which does not respect the legal rights and interests of others;
 - (f) use the Website, the Content or the Services in any data matching or data mining;
 - (g) use the Website, the Content or the Services in any manner that may:
 - (A) dilute or depreciate the name and reputation of the Company,

any Marks (as defined herein), partners, licensors, content providers, service providers or contractors thereof, as applicable; (B) interfere with any other persons' use and enjoyment of the Website or of the Internet generally; (C) result in the circumvention or breach of any user authentication, password, security or control measures regarding the Website or any other Internet resource or computer system; or (D) conceal or misrepresent the author or origin of any messages or communication, or that impersonate any person, or that falsely state or otherwise misrepresent an affiliation with any other person, including any Company Representative (as defined below); or

(h) "mirror" any Content on any other server.

- 2.4 The Company or its service providers may at any time, for any reason and with or without cause, suspend, limit or terminate your access to this Website, in whole or in part, without notice or liability to you or any other person or entity. You agree to comply with all such measures.
- 2.5 Certain links on the Website may take you to other websites. The Company provides these links only as a convenience. The Company is not responsible for the content of any such linked pages. The Company Representatives makes no representation or warranty regarding, and does not endorse or approve, any linked websites, the information appearing thereon or any of the products or services described. Should you leave the Website via a link contained herein, and view content that is not provided by or on behalf of the Company, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses and other destructive elements.
- 2.6 You are granted a limited, nonexclusive right to create a hyperlink to the Website, other than to those portions of the Website where registration is required. You agree that if you links your websites to the Website, you or your websites shall not (a) create frames around any part of the Website or use other techniques that alter the visual presentation of the Website; (b) imply that the Company is endorsing you or any other person or entity, or your or such other person's or organization's products or services; (c) imply an affiliation between you or any other person or entity, or yours or such other person's or organization's products or services and the Company; (d) misrepresent the relationship of you or any other person or entity with the Company or present false, misleading, derogatory, defamatory or otherwise damaging information or impressions about the Company or any of its products or services; or (e) contain materials that may be interpreted as distasteful, harmful, offensive, or inaccurate, or are otherwise in breach of these Terms of Use.
- 2.7 The Company and its service providers will rely on the information you provide. You will be responsible for any and all loss, damage, or additional costs that you, the Company or its service providers or others may incur as a result of your submission of any false,

incorrect or incomplete information or your failure to update your registration or other information that you submit via the Website.

- 2.8 Subject to any applicable law (and, in the case of personal information, the requirements of the Privacy Statement, any communications sent by you to the Company, whether solicited by the Company or otherwise, are on a non-confidential basis, and the Company shall be free to use and disclose the content of any such communication, including any ideas, inventions, concepts or know-how disclosed therein, for any purpose including developing, manufacturing and/or marketing goods and services. You agree to not assert any ownership right of any kind in such communications (including copyright, trade-mark, patent, unfair competition, moral rights, or implied contract) and you hereby waive such moral rights in favour of the Company as well as the right to receive any financial or other consideration in connection with such communication. If you send any unsolicited idea, suggestion or other material in any format (the “**Submissions**”) to the Company, you automatically grants to the Company and its successors and assigns a perpetual, royalty-free, irrevocable, unrestricted, non-exclusive, world-wide, right and license to use, copy, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, display and otherwise exploit the Submissions or any ideas, concepts, know-how or techniques associated with the Submissions for any purpose whatsoever, commercial or otherwise, using any form, media or technology now known or later developed, without providing compensation to you or anyone else, without any liability whatsoever, and free from any obligation of confidence or other duties on the part of the Company or its successors or assigns, and you agree, represent and warrant that you shall waive all moral rights (including the right to be associated with the Submission) in the Submissions upon their submission to the Website.

3. WEBSITE CHANGES:

- 3.1 The Company may add, remove, modify, or otherwise change any aspect of this Website, including any Content or Services, at any time, without notice or liability. For greater certainty, The Company may change, suspend or discontinue any product or service available or described on this Website at any time, without notice or liability.
- 3.2 The Company reserves the right, in its sole discretion, to correct any errors or omissions in any portion of this Website at any time without notice, but confirms that it has no duty to do so.

4. REGISTRATION, ACCOUNT AND PASSWORD

- 4.1 Certain Services may only be available to you online upon registration for a user account (“**User Account**”). Users obtain logon credentials through a “form submission” page, which sends a request to set-up an account.

- 4.2 You acknowledge that you are solely responsible for maintaining the confidentiality of your User Account password which allows access to a non-public area of this Website and that you will be responsible for any loss resulting from any unauthorized use of your User Account. You agree to immediately notify the Company of any unauthorized use of your User Account.
- 4.3 You are responsible for verifying and maintaining the protection, security, and distribution of your User Account information, including account numbers, user names, and passwords.
- 4.4 All liability relating to password management resides with you and under no circumstances, including negligence or misconduct, shall the Company be liable for any damages that result from the use of a User Account.

5. INTELLECTUAL PROPERTY:

- 5.1 All Content is and owned by or licensed to the Company. The Company and its licensors retain all rights to the Content. You shall acknowledge the source of any Content used in accordance with these Terms of Use.
- 5.2 All Content, including, but not limited to the Website design, text, drawings, photographs, and graphics are protected by copyright (either registered or arising at common law or under the applicable civil law). Any unauthorized copying, redistribution, reproduction or modification of the Website or the Content by any person may be a violation of trade-mark and/or copyright laws and could subject such person to legal action. You agree to comply with all copyright laws worldwide in your use of the Website and the Content and to prevent any unauthorized copying of the Content.
- 5.3 Certain names, words, titles, phrases, logos, icons, graphics or designs in the Website constitute trade-marks, trade-names, trade dress and/or associated products and services of the Company, its partners, licensors, content providers, service providers, or contractors and any other third parties (collectively the “**Marks**”) and may be protected in Canada and their display on the Website does not convey or create any licence or other rights in the Marks. Any use of any of the Marks, in whole or in part, that are accessible via the Website without prior written authorization of the Company or such third party is strictly prohibited.

6. DISCLAIMERS:

- 6.1 This Website is provided “as-is” and “as-available” and any access to, use of, modification to or reliance on the Website, the Content and the Services shall be at your sole risk. The Company and its partners, licensors, agents, content providers, service providers, employees, officers, directors or representatives (the “**Company Representatives**”) cannot and do not guarantee and do not make any, and expressly disclaim, all representations, warranties, covenants and conditions, express or implied,

by operation of law or otherwise, with respect to the Website or Content or Services, including: (i) any implied warranties and conditions of merchantability, merchantable quality, or fitness for any particular purpose, or non-infringement, or any implied representations or warranties arising out of course of performance, course of dealing or usage of trade; (ii) that the Website or Content or Services will meet your (or your organization's) requirements or will be compatible with your (or your organization's) computer or related equipment, electronic devices or software; (iii) that the Website or Content or Services are accurate, valid, reliable, authentic, current, or complete; or (iv) that the Website or Services will continue to operate, operate without interruptions or be error-free.

- 6.2 In addition, the Company Representatives make no representation or warranty that the Website or Content or Services are appropriate or available for use at any location. Accessing the Website or Content or Services from locations where its contents are illegal is prohibited. Those who choose to access the Website or Content or Services from locations other than Canada do so on their own initiative and are responsible for compliance with local laws.
- 6.3 You understand and agree that the Company Representatives cannot and do not guarantee or warrant that files available for downloading from the Website will be free from infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for the prevention of such contaminating or destructive code, and for the accuracy of data input and output, and for maintaining a means external to the Website for the reconstruction of any lost data. The Company Representatives do not assume any responsibility or risk for your use of the Internet.
- 6.4 You are solely liable and responsible for any and all claims and demands made by any other person arising out of, in connection with, or relating to your use of the Website or the Content, the Services, your breach of these Terms of Use, your violation or infringement of the rights of others, or your violation of any applicable civil or criminal law. The Company Representatives disclaim any and all responsibility and liability regarding all such matters.
- 6.5 You agree that you are solely responsible for actions undertaken in the course of your usage of the Website, the Content and the Services, and that you will comply with all laws that apply or may apply to your use of or activities on the Website or in respect of the Content. The Company may investigate occurrences which may involve violations of such laws, and may involve, and co-operate with, law enforcement authorities in prosecuting users who are involved in such violations. The Company reserves the right at all times to disclose any information (including your personal information) regarding your usage of the Website or the Content or the Services (including any perceived violations of applicable law), in each case as may be permitted or required by applicable law, including as necessary to satisfy any request authorized by applicable law.

7. LIMITATION OF LIABILITY:

- 7.1 You agree that the Company or the Company Representatives shall not have any responsibility or liability in connection with the Website or the Content or any other person or entity for any loss or damage whatsoever, incidental, indirect, punitive, exemplary, consequential or special damages (including damages for pain and suffering, emotional distress or similar damages, harm to business or reputation, loss of information or programs or data, loss of profit, loss of revenue or income, loss of salary or other compensation from employment), arising from or in connection with the use of or access to, or any inconvenience, delay or loss of use of or access to, the Website, the Content, the Services any content of any linked site, or failure of such sites, (including any damages suffered as a result of omissions or inaccuracies in such sites or content, or the transmission of confidential or sensitive information to or from such sites) even if the Company or any Company Representatives have been advised of the possibility of such damages or loss or if such damage or loss was foreseeable.

8. INDEMNITY:

- 8.1 You will indemnify and hold the Company or the Company Representatives (the “**Indemnified Parties**”) harmless from and against any claims brought by third parties arising out of your use of this Website, and any breach of these Terms of Use by you, including any use of the Content or the Services other than as expressly authorized in these Terms of Use. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use or modification, and agrees to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and lawyers’ fees of the Indemnified Parties in connection therewith.

9. JURISDICTION:

- 9.1 By accessing the Website, you agree that this agreement is formed in the Province of Ontario, Canada, and that all matters relating hereto shall be governed by the laws of the Province of Ontario and the laws of Canada, without regard to the conflicts of laws principals thereof.
- 9.2 Any dispute between the Company and you or any other person or entity arising from, in connection with or relating to this Website, the Content, these Terms of Use, or any related matter must be resolved before the Courts of the Province of Ontario, Canada sitting in the City of Toronto, and you hereby irrevocably submit and attorn to the exclusive jurisdiction of those Courts in respect of any such dispute.

10. OTHER:

- 10.1 If for any reason a court of competent jurisdiction finds any provision of these Terms of Use or portion thereof to be unlawful, void, or for any reason unenforceable, then that provision shall be enforced to the maximum extent permissible so as to effect the intent of these Terms of Use, and the remainder of these Terms of Use shall continue in full

force and effect. The Company's failure to insist upon or enforce strict performance of any provision of these Terms of Use or any right shall not be construed as a waiver of any such provision or right. You and the Company are independent contractors, and no agency, partnership, joint venture, employment or franchise relationship is intended or created by these Terms of Use or use of the Website or any Content or Services by you.

- 10.2 These Terms of Use (including the Privacy Statement) constitute the entire agreement between the Company Representatives and you with respect to the subject matter hereof, and supersede all communications, representations or agreements, either oral or written, between the Company Representatives and you with respect to this subject matter. In the case of any conflict between the Privacy Statement and these Terms of Use, the Privacy Statement, as applicable, shall govern.
- 10.3 The provisions of these Terms of Use will enure to the benefit of and be binding upon the Company Representatives, as applicable, and their respective successors and assigns, and you and your heirs, executors, administrators, successors and personal representatives. You may not assign these Terms of Use or your rights and obligations under these Terms of Use without the express written consent of the Company, which may be withheld in the Company's sole discretion. The Company Representatives may assign these terms and conditions and their respective rights and obligations under these terms and conditions without your consent.