

Pension Investment Association of Canada

TERMS OF USE

1. General

1.1. PIAC Website. The following Terms of Use (the ToU) apply to any use of the website accessible online using a web browser at [www.piacweb.org], and any other page, part, product and/or service available at any URL with the same Root Domain (together, the Website), which are provided by the Pension Investment Association of Canada (PIAC, we, us or our).

1.2. Acceptation of the ToU. Any access or use of the Website are subject to these ToU. Anyone who accesses, browses and/or uses the Website (a User or you) acknowledges to have read, understood and agreed to these ToU.

Where indicated herein, further terms and limitations on access apply only to those Users who created a personal profile (the Profile) and are logged into such Profile (the Members).

1.3. Amendments. These ToU may be amended from time to time, in which case you will be notified by any appropriate means (including via email or at the Website, e.g. banners, pop-ups or other notification mechanisms). By continuing access or use of the Website after any amendment of the ToU, you agree to be bound by any such amendment.

2. Member Profile

2.1. Profile. Certain pages, parts, products and/or services of the Website are only accessible to Members. To create and access a Member Profile, you must:

a) complete and submit a membership application form, part of which will include setting up a username and profile. After your membership is reviewed and approved you will be able to use it to access the Member Only portion of the website.

b) be in full agreement with the PIAC Privacy Policy accessible at <https://piacweb.org/privacy>.

Further that, PIAC may at any time, in its sole discretion, and for any reason, suspend your access to your Profile.

2.2. Accuracy. You warrant that all information you provide to create and then use your Profile is true and accurate, and that you will keep such information up to date and fully accurate at all times.

2.3. Confidentiality. You are responsible for the quality and confidentiality of your Credentials, and for the use that is made of your Profile, including any third party's use irrespective of whether you authorized such use or not. You are fully liable for any losses and/or damages that may result from any such use. You must immediately notify us of any unauthorized access or use of your Profile, or any other breach of security. You are bound by the Confidentiality provisions that you agree to when submitting a membership application.

3. Access and Internet

3.1. You are responsible for procuring at your expenses the equipment and software (computer, software, telecommunication means, etc.) required to access the Website, and for the payment of any costs incurred through their use.

3.2. The use of the Internet involves risks, in particular that the data transmitted may be intercepted, altered or deleted. By using the Website, you accept these risks. We decline all responsibility in this respect.

4. Intellectual property

4.1. Ownership of www.piacweb.org. Subject to Section 4.3 (User Content), we and our licensors own the copyright and all intellectual property rights in and to the Website, the content published on the Website (the Content).

4.2. License. Subject to your compliance with the ToU and any additional applicable terms referred to on the Website, PIAC grants you a non-exclusive, non-transferable, revocable and limited license,

without the right to sublicense, to access the Website and the Content strictly for the purpose of using the Website in accordance with these ToU. PIAC and/or its licensors reserve all rights on the Website Content not expressly granted herein.

4.3. User Content. Certain parts of the Website may allow Users to upload, publish or transmit Content using the Website (the User Content). Ownership in User Content you upload to the Website remains with you or your licensors. You hereby grant us a worldwide, free of charge, perpetual, irrevocable, transferable, assignable license, with right of sublicense, and any intellectual property rights related thereto, to use the User Content for any purpose. Without limiting the generality of the foregoing, this includes the right to reproduce, modify, adapt, copy, store and publish the User Content for the purpose of displaying it and allowing us to operate the Website, under the license of our choice (including a Creative Commons license). We reserve the right (but do not have the obligation) to adjust, refuse or remove any User Content at our sole discretion.

4.4. Copyright Policy – Communique: Our policy is to grant upon request permission for republication of any article or other Content published in our newsletter, subject to our consent, as long as "Communique, PIAC's Newsletter" and the piacweb.org URL is clearly indicated as the original source. Requests for permission to reproduce should be sent to: info@piacweb.org.

4.5. Infringement. If you think that the Website Content infringe any copyright or other intellectual property right, you may at all times contact us at info@piacweb.org and we will investigate your request.

5. Undertakings of Users

5.1. Restrictions. Subject to mandatory law to the contrary, you are not allowed to (i) copy, modify or create derivatives of any part or all of the Website Content; (ii) resell, transfer, assign, lease, lend, or license the Website Content to third parties; (iii) deep-link, reverse engineer, frame, disassemble or monitor (e.g. spider, scrape) the Website, nor incorporate into another website or medium; (iv) use the Website to advertise products or services or to solicit anyone to buy or sell products or services, without prior written approval from us; and (v) gather and or use any contact data on the Website for purposes of spamming or for any non-personal or commercial purposes.

5.2. Representations and warranties of Users. You represent and warrant that your use of the Website, and that any data information and or content you provide shall not (i) infringe, or cause a third party to infringe, any applicable law or regulation; (ii) infringe any intellectual property right, or other proprietary right or right of publicity or privacy; (iii) be unlawful; (iv) be defamatory or trade libelous; (v) be obscene or contain pornography; (vi) include incomplete, false or inaccurate information about yourself, your organization, or any information about any other individual, company or other legal entity; (vii) be inadequate or inadequate language; and (viii) contain any viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

5.3. Indemnification. You must defend, hold harmless and indemnify us for any claim, demand, dispute, litigation, damage or loss (including reasonable attorney's fees) incurred by us or another User or a third party arising out of your access and use of the Website and/or any infringement of the ToU.

6. Privacy and Data Protection Policy

PIAC's Privacy Policy is accessible at <https://piacweb.org/privacy>.

7. Amendments, Suspension and Termination of Use

7.1. In General. We reserve the right, at any time, without having to provide any justification therefor, to modify or temporarily or permanently stop, or remove the Website, in whole or in part, and/or with or without notice, without incurring any liability. We reserve the right to remove or delete any Content.

7.2. Account. If you have a Profile, we may, at our sole discretion, temporarily or permanently suspend, cancel or terminate your Profile, any information relating therewith, and/or your access and/or use to all or part of the Website, with or without notice and for any reason, including, without limitation, breach of these ToU, without incurring any liability.

8. No Warranties and Liability

8.1. In General. The Website and the Content are provided “as is” and “as available”. We disclaim all warranties, express or implied, in connection therewith, including any warranties of merchantability, fitness for a particular purpose, quiet enjoyment and non-infringement of third-party rights, to the fullest extent permitted by applicable law. Without limiting the generality of the foregoing, we neither represent nor warrant that the Website or the Content will (i) meet your requirements or expectations; (ii) that the operation of the Website will be uninterrupted or error-free, or free from virus and malicious software; and (iii) that the Content will be error-free, that any errors will be corrected. You access and use the Website and Content at your sole risk and liability.

8.2. Links to third party Websites. The Website may contain links to third party websites maintained by other providers. These links are provided solely as a convenience to the Users and not as an endorsement by us of such third-party sites. We assume no responsibility or liability regarding the operation of, content or accuracy of materials on such third-party Websites.

8.3. User Content. All data, information and or content posted on, transmitted through, or linked from the Website by you or others, are the sole responsibility of the User. We do not make any representation or warranty, express or implied, as to the accuracy, timeliness, or completeness of such information and have no liability relating to it, whether arising under intellectual property, unfair competition and price indication laws, libel, privacy, obscenity, or otherwise.

8.4. No liability. To the extent permitted by applicable law, we waive all liability for any direct, indirect, consequential or special losses or damages of any kind whatsoever, arising from, or in connection with, the access and use of the Website, including authorized or unauthorized third party use of Profiles, in particular. Without prejudice to the generality of the foregoing, to the extent permitted under applicable law, we disclaim any liability for damages or losses, whether foreseen or foreseeable, or whether we have been advised of the risk thereof, related to the loss of use, interruption of business, loss of actual or anticipated profit, loss of revenue, loss of anticipated savings, loss of opportunity, loss of goodwill, loss of reputation, loss of, damage to or corruption of data, or any other indirect, special, incidental, exemplary, or consequential damages or losses of any kind, regardless of the form of action, whether in contract, tort, strict liability or otherwise.

9. Miscellaneous

9.1. Severability. If any provision of these ToU is or becomes invalid, unenforceable or non-binding, this shall not affect any other provision thereof. In such event, such invalid, unenforceable or non-binding provision shall nonetheless be enforced to the fullest extent permitted under applicable law, insofar as the invalid, unenforceable or non-binding provision shall be replaced by a valid, enforceable and binding provision reflecting to the greatest extent possible the intent of the original provision.

9.2. Governing Law. These ToU and the use of the Website are governed by and construed in accordance with Canadian law, without reference to its conflict of laws provisions.

9.3. Jurisdiction. Any dispute or difference arising out of or in relation to these ToU or the use of the Website shall be subject to the exclusive jurisdiction of the ordinary courts of the Province of Ontario.

10. Contact

For any questions regarding the Website or the ToU, you may contact PIAC at info@piacweb.org.