



INDEPENDENT ADVISOR SOLUTIONS

## Website Terms of Use

These website terms of use (the “Terms”) govern your use of the websites and mobile content operated by Independent Advisor Services Inc. (“iAS”, “us” or “we”).

By using the iAS website or accessing mobile content (collectively referred to as “iAS Website”), you acknowledge and agree that you have read, understood, and agree to be bound by the Terms. If you do not agree with the Terms, you must not access the iAS Website. We reserve the right, in our sole discretion, to change the Terms at any time without notice to you and you agree to be bound by the changes. We encourage you to review the Terms each time you use the iAS website in order to be aware of any such modifications and your continued use will indicate your acceptance of these.

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iAS endeavours to provide accurate information and up to date information on the iAS Website, but errors may occur and information may become out of date. We do not guarantee the accuracy, completeness, or timeliness of the information on iAS Website. You may obtain complete and up to date information about the products, services and other matters referenced on the iAS Website by contacting our offices.

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Certain documents and information on Websites may contain forward-looking statements. Actual results may be materially different from results expressed or implied by such forward-looking statements. We disclaim any obligation to update or revise any forward-looking statements. Past performance is no guarantee of future performance.

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You are solely responsible and liable for setting-up, maintaining and regularly reviewing security arrangements concerning your use of the iAS Website. You will not do anything that might compromise the security of the iAS Website or the systems or security of any other users of the iAS Website. Email is not secure or confidential unless properly encrypted. We recommend that you do not use email to send us confidential information. If you send us any confidential information by email, you do so at your own risk. We are not responsible or liable to you or any other person for any loss or damage suffered because of your use of email to communicate with us, or our use of email to communicate with you or other persons at your request.

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Under no circumstances, including but not limited to, negligence, tortious action or any other cause of action, shall iAS be liable for any direct, indirect, special, incidental, consequential or punitive damages, or any other damages whatsoever including, without limitation, lost revenues, lost profits or loss of prospective economic advantage, resulting from the use of the iAS Website, or the inability to access or use the information on the iAS Website, even if iAS is advised of the possibility of such damages or such damages are reasonably foreseeable, other than those consequential or incidental damages which are incapable of exclusion, restriction, or modification under the laws of those jurisdictions which do not allow such exclusion, restriction or modification of liability for consequential or incidental damages, in which case, in no event shall iAS' total liability for any and all damages and causes of action exceed the amount paid by you, if any, for the use of the iAS Website.

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You agree to indemnify, defend and hold iAS harmless from and against all liabilities, expenses and costs including, without limitation, reasonable legal fees and expenses, incurred by us in connection with any claim or demand arising out of, related to, or connected with your use of the iAS Website, your breach of the Terms, or any wrongful conduct by you or any person for whom you are responsible. You will assist and co-operate as fully as reasonably required by us in the defence of any such claim or demand.

## Privacy Policy

We may in our discretion monitor your use of the iAS Website. We collect, use and disclose personal information in accordance with our [Privacy Policy](#), which we may change from time to time in our discretion without notifying or being liable to you or any other person by making an amended Privacy Policy accessible through the iAS Website. By accepting the Terms, and each time you use the iAS Website, you consent to the collection, use and disclosure of your personal information by us according with the Privacy Policy in effect at such time.

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## Governing law

These Terms shall be governed by the laws of Manitoba and the federal laws of Canada, applicable therein, and you agree to be bound by the laws of these jurisdictions. The courts of Manitoba have exclusive jurisdiction in relation to any disputes in connection with this website. You agree to submit and attorn to the exclusive jurisdiction of those courts in respect of such disputes.