



HSBC InvestDirect  
a division of HSBC Securities (Canada) Inc.

## **WEBSITE USE AGREEMENT**

**THIS VERSION IN EFFECT SINCE MAY 31, 2005**

**THIS WEBSITE USE AGREEMENT GOVERNS YOUR ACCESS TO AND USE OF THE HSBC INVESTDIRECT WEBSITE AND THE CONTENT, INFORMATION AND SERVICES PROVIDED ON OR THROUGH THE WEBSITE. IT EXEMPTS HSBC CANADA AND OTHER PERSONS FROM LIABILITY OR LIMITS THEIR LIABILITY AND CONTAINS OTHER IMPORTANT PROVISIONS THAT YOU SHOULD READ. EACH TIME YOU USE THE WEBSITE, THIS WEBSITE USE AGREEMENT AS IT THEN READS, WILL GOVERN YOUR USE. ACCORDINGLY, WHEN YOU USE THE WEBSITE YOU SHOULD CHECK THE DATE OF THIS WEBSITE USE AGREEMENT (WHICH APPEARS AT THE TOP OF THIS WEBSITE USE AGREEMENT) AND REVIEW ANY CHANGES SINCE THE LAST VERSION.**

### **1. YOUR ACCEPTANCE OF THIS WEBSITE USE AGREEMENT**

This is an agreement between you and all persons you represent (and for purposes of this Website Use Agreement, "person" includes natural persons and any type of incorporated or unincorporated entity or organization) and HSBC Securities (Canada) Inc., which includes HSBC InvestDirect, a division of HSBC Securities ("HSBC InvestDirect"), its parent, HSBC Bank Canada, and HSBC Trust (Canada), jointly and severally (collectively "HSBC Canada"), and governs your access to and use of the HSBC InvestDirect website ([invest.hsbc.ca](http://invest.hsbc.ca)) and the content, information and services provided on or through the website, including all on-line tools and services available on or through the website (collectively the "Website"). This Website Use Agreement also provides benefits to HSBC Canada's affiliates, service providers, suppliers and sub-contractors (collectively, "Affiliates and Providers").

Each time you use the Website you signify your acceptance and agreement, and the acceptance and agreement of all persons you represent, without limitation or qualification, to be bound by this Website Use Agreement as it then reads, and you represent and warrant that you have the legal authority to agree to and accept this Website Use Agreement on behalf of yourself and all persons you represent. If you do not agree with each provision of this Website Use Agreement, or you are not authorized to agree to and accept this Website Use Agreement, you may not use the Website.

### **2. PERMITTED USERS**

**The Website is intended for and may be accessed and used only by individuals resident or located in Canada and such jurisdictions where the users are permitted**

**to trade through HSBC InvestDirect, who have reached the age of majority in their jurisdiction of residence, can form legally binding contracts under applicable law, and have accepted this Website Use Agreement. Persons using the Website must comply with all applicable laws. HSBC Canada may in its discretion refuse permission to access and use the Website.**

**If you choose to enter this Website outside of Canada, you are advised that it may not be legal in that jurisdiction for you to access or use the facilities available on this site and the legal requirements of that jurisdiction may prohibit you from dealing or otherwise transacting in that jurisdiction.**

### **3. AVAILABILITY OF PRODUCTS AND SERVICES**

The products and services of HSBC Canada and the Affiliates and Providers referenced on the Website are available only in certain jurisdictions in Canada and such jurisdictions where the users are permitted to access or use such products and services, and where HSBC Canada and the Affiliates and Providers are permitted to provide their respective products and services.

You agree that any of the products or services provided to you by any HSBC Canada member, Affiliate or Provider will be deemed to be provided in the jurisdiction within which the member, Affiliate or Provider providing the product or service is authorised to operate.

HSBC Canada reserves the right to make the final determination on whether or not you are eligible for any particular product or service.

### **4. CHANGES TO THIS WEBSITE USE AGREEMENT**

Notwithstanding any other terms in any agreements with HSBC Canada, HSBC Canada may, in its discretion, change, supplement or amend this Website Use Agreement from time to time, for any reason, and without any prior notice or liability to you or any other person, by posting a revised agreement on the Website. Each time you use the Website, you should check the date of this Website Use Agreement (which appears at the top of this Website Use Agreement) and review any changes since the last version. By using the Website after this Website Use Agreement has been revised, you signify your acceptance and agreement, and the acceptance and agreement of all persons you represent, without limitation or qualification, to be bound by the revised Agreement, and you represent and warrant that you have the legal authority to agree to and accept the revised Agreement on behalf of yourself and all persons you represent. If you do not agree with each provision of the revised Agreement, or you are not authorized to agree to and accept the revised Agreement, you may not use the Website. You may not change, supplement, or amend this Website Use Agreement in any manner.

### **5. THIS WEBSITE USE AGREEMENT AND OTHER AGREEMENTS/ENGLISH, FRENCH AND CHINESE LANGUAGE VERSIONS OF WEBSITE**

This Website Use Agreement is in addition to and supplements any written agreements that you or any persons you represent have with HSBC Canada or any Affiliate and Provider (now or in the future) concerning your dealings with HSBC Canada or the Affiliate and Provider generally. HSBC Canada products and services available and/or

referenced on the Website may be subject to the applicable agreements governing their supply and use (the "Service Agreements"). Without limiting the above, all products and services of HSBC InvestDirect are subject to the terms of HSBC InvestDirect's application agreement and Client Terms and Conditions. Please call HSBC InvestDirect for complete and up-to-date information on products and services. If there is any inconsistency or conflict between the provisions of this Website Use Agreement and the provisions of a Service Agreement, the provisions of this Website Use Agreement will govern in respect to the matters covered in section 4 above and the applicable Service Agreement will govern with respect to all other matters.

To the extent any discrepancy or inconsistency exists in the translation from the English language version of this Website to the French or Chinese language versions, such discrepancy or inconsistency shall be interpreted in favour of the English language version.

## **6. NO ADVICE**

HSBC Canada provides no investment advice, recommendations about, or opinions regarding the investment merits of any securities. You acknowledge and agree that HSBC Canada does not provide investment advice, and your use of the Website and the accessing or receipt of any research or messages or information through this Website, does not and will not cause HSBC Canada or its Affiliates and Providers to be a provider of investment advice. Mention of a particular security in this Website or in any research accessible or electronic communication delivered using a Provider's service, does not constitute investment advice or a recommendation by HSBC Canada or its Affiliates or Providers to buy, sell, or hold that or any other security, financial product or instrument.

The Website is not intended to be a comprehensive or detailed statement concerning the matters addressed; investment, tax, banking, accounting, legal, or other professional or expert advice or recommendations; or an offer, solicitation, or recommendation to sell or buy any stock, bond or other financial instrument or any product or service. Many factors unknown to HSBC Canada, its Affiliates and the Providers may affect the applicability of any statement or comment on the Website to your particular circumstances. You should obtain appropriate, qualified professional advice before acting or omitting to act based upon any information provided on or through the Website. The Website is not guaranteed to be accurate, complete, or timely.

## **7. INFORMATION SUBMISSIONS AND COMMUNICATIONS**

All information you provide through the Website, including your legal name, residential address, email address, must be true, accurate, current and complete. HSBC Canada will rely on the information you provide. You will be solely responsible and liable for any and all loss, damage, and additional costs that you, HSBC Canada or any other person may incur as a result of your submission of any false, incorrect or incomplete information.

You authorize HSBC Canada to: (a) accept communications they receive from you by means of the Website as if those communications had been given directly by you in writing and signed by you; (b) disclose your communications to Affiliates and Providers and HSBC Canada employees and representatives by means of the Website, email or other communications (when you have consented to the disclosure of such

communications); and (c) respond to your communications by means of Internet communications, email or other communications.

HSBC Canada may refuse to process any communications sent to HSBC Canada by means of the Website, or may reverse the processing of any communications sent to HSBC Canada by means of the Website, at any time in HSBC Canada's discretion, and without any notice or liability to you or any other person, including without limitation if: (a) HSBC Canada cannot process the communications; (b) the communications violate any provision of this Website Use Agreement or any other agreement that you or any other person may have with HSBC Canada; (c) HSBC Canada considers that the communications may conflict with any other instructions from or agreements with you or any person you represent; or (d) there is an operational failure or malfunction in connection with the transmission of the communications.

## **8. MARKET PUBLICATIONS**

The market commentaries, research, analysis and life publications ("Market Publications") provided on this Website have been issued by the entities ("Writers") identified on the Market Publications for the information of the investors resident in the provinces of Canada. Investors are strongly recommended to consult their professional advisor before considering a specific transaction.

The Market Publications are not an offer to sell or the solicitation of an offer to purchase or subscribe for any investment. Although the Market Publications are based on information obtained from sources the Writers believe to be reliable, they have not independently verified such information. Accordingly, the Writers and HSBC Canada make no guarantee, representation or warranty and accept no responsibility or liability as to their accuracy or completeness. Opinions, references, and comments with respect to securities reflect the analysis of the Writers, not HSBC Canada, and are subject to change without notice.

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The Market Publications are provided to you as a courtesy of HSBC Canada. The Writers are separate legal entities from HSBC Canada. The materials contained in the Market Publications website are protected by applicable copyright and trade market laws.

## **9. PROVIDERS**

This Website displays information provided by Providers accessed from the applicable Provider's website on the Internet. HSBC Canada provides this link and access to such

information provided thereby only as a convenience and for information purposes only. No information provided through a Provider's website has been endorsed or approved by HSBC Canada or its Affiliates, and they are not responsible for the information presented by or through a Provider in any manner whatsoever.

You understand that messages related to a Provider in respect of technical events may be based on end-of-day data and will not be made available until the next business day. HSBC Canada cannot determine when and if you have been sent or if you have received an electronic communication requested through a Provider's service. You also understand and agree that a Provider may have specific and limited operating hours (e.g., may operate during market hours only) and therefore, that information used to deliver any of a Provider's services or to detect when delivery of a message should be triggered may not be available during these non-operating hours.

The features and functions of the services offered through a Provider's service may be changed at any time by HSBC Canada without prior notice. The content and delivery of all Provider messages are subject to the terms of this Website Use Agreement.

## **10. CONFIDENTIALITY AND SECURITY**

HSBC Canada uses data encryption and firewalls to maintain the security of the information it receives through the Website. Nevertheless, security and privacy risks cannot be eliminated. As a further security precaution, you must access and use the Website using commercially available browser software (such as a current version of Netscape™ or Internet Explorer™) that provides 128-bit encryption and SSL (Secure Sockets Layer) technology, and you may not use your browser software's "save password" feature. Once you have initiated a session in connection with the Website, you must not leave the computer from which you have accessed the Website unless and until you have terminated the session and logged off the Website. When you complete a session, you are responsible for clearing your browser's cache or temporary Internet files to ensure your personal information is not accessible by others.

You agree not to provide or make known your user name, password or email address to any other person for the purpose of facilitating such person's access to or use of the Website or services or the unauthorized delivery or receipt of any electronic communication or information from HSBC Canada.

If you allow any third party to access any services on the Website (including any of your accounts) in a manner unauthorized by us, you will indemnify HSBC Canada, the Affiliates and Providers, and their respective directors, officers, employees, agents, and hold each of them harmless against any and all liability, costs or damages arising out of any claim or suit by any such third party based upon or relating in any way to such access or use of such services.

**Emails and Internet communication are not secure or confidential unless properly encrypted. Consequently, HSBC Canada discourages the use of email and Internet communication to send personal or financial information to HSBC Canada. Persons who use emails and Internet communications for those purposes do so at their own**

**risk, and HSBC Canada and the Affiliates and Providers will not be responsible or liable to you or any other person for any loss or damage suffered as a result of your use of email or the Internet to communicate with HSBC Canada or the Affiliates and Providers, or the use of email or Internet communication by HSBC Canada or the Affiliates and Providers to communicate with you or other persons at your request.**

**Certain parts of the Website are located outside of Canada. The information you submit through the Website may be stored inside or outside of Canada. Information stored in Canada is subject to Canadian law, and information stored outside of Canada is subject to the laws of the jurisdiction in which the information is stored. HSBC Canada may be required to disclose your information to third parties in accordance with applicable laws.**

### **11. ERRORS AND CORRECTIONS**

HSBC Canada endeavours to provide accurate information on and through the Website, but errors may occur and information may become out of date. HSBC Canada does not guarantee the accuracy, completeness, or timeliness of the information available on or through the Website. HSBC Canada may in its discretion change the information available on or through the Website at any time and from time to time without any notice or liability to you or any other person. You may obtain complete and up-to-date information regarding HSBC Canada products and services by calling HSBC InvestDirect.

### **12. NO SOLICITATION**

Nothing on the Website constitutes a solicitation or offer by HSBC Canada to buy or sell products or services of any kind whatsoever, including without limitation, securities or any other financial instrument of any issuer.

### **13. CURRENCY, INTEREST RATES, FOREIGN EXCHANGE AND BOND DISCLOSURE**

All references in the Website to currency are to the lawful money of Canada, unless expressly stated otherwise. Interest rates indicated on the Website are subject to change without prior notice.

HSBC InvestDirect applies discretionary conversion rates and may earn revenue on the spread between bid and offer prices in foreign change transactions. A commission is included in the overall bond price.

### **14. DISCLAIMER, LIABILITY EXCLUSION, LIABILITY LIMITATION, RELEASE AND INDEMNITY**

HSBC Canada and the Affiliates and Providers do not accept any liability for your access to and use of the Website. For that reason, the following provisions apply to your access to and use of the Website.

- **DISCLAIMER**

**YOUR ACCESS TO AND USE OF THE WEBSITE IS AT YOUR OWN RISK.  
THE WEBSITE, THE FRENCH AND CHINESE LANGUAGE TRANSLATIONS**

**OF THE ENGLISH LANGUAGE VERSION OF THIS WEBSITE, AND ANY MATERIALS OR SITES LINKED TO THIS WEBSITE, ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND (WHETHER EXPRESS, IMPLIED OR STATUTORY), AND INCLUDING WITHOUT LIMITATION REPRESENTATIONS, WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, DURABILITY, AVAILABILITY, TIMELINESS, ACCURACY, OR COMPLETENESS, ALL OF WHICH ARE HEREBY DISCLAIMED BY HSBC CANADA AND THE AFFILIATES AND PROVIDERS TO THE FULLEST EXTENT PERMITTED BY LAW. THERE WILL NOT BE ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS CREATED BY A COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE.**

**YOU ARE SOLELY RESPONSIBLE FOR: (A) OBTAINING, CONFIGURING AND MAINTAINING ALL COMPUTER HARDWARE, SOFTWARE, TELEPHONE SERVICES, AND OTHER EQUIPMENT AND SERVICES NECESSARY FOR YOU TO ACCESS AND USE THE WEBSITE; (B) SCANNING FOR AND PREVENTING THE RECEIPT AND TRANSMISSION OF VIRUSES, TROJAN HORSES, WORMS OR OTHER DESTRUCTIVE OR DISRUPTIVE COMPONENTS; AND (C) MAINTAINING A COMPLETE AND CURRENT BACKUP OF ALL OF THE INFORMATION CONTAINED ON YOUR COMPUTER SYSTEM PRIOR TO ACCESSING OR USING THE WEBSITE.**

**THE INTERNET IS NOT A SECURE MEDIUM, MAY BE SUBJECT TO INTERRUPTION AND DISRUPTION, AND INADVERTENT OR DELIBERATE BREACHES OF SECURITY AND PRIVACY. THE OPERATION OF THE WEBSITE MAY BE AFFECTED BY NUMEROUS FACTORS BEYOND HSBC CANADA’S CONTROL. THE OPERATION OF THE WEBSITE MAY NOT BE CONTINUOUS OR UNINTERRUPTED, SECURE OR PRIVATE.**

**WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, HSBC CANADA AND THE AFFILIATES AND PROVIDERS MAKE NO REPRESENTATION, WARRANTY OR CONDITION THAT: (A) THE WEBSITE WILL BE COMPATIBLE WITH YOUR COMPUTER AND RELATED EQUIPMENT AND SOFTWARE; (B) THE WEBSITE WILL BE AVAILABLE OR WILL FUNCTION WITHOUT INTERRUPTION OR WILL BE FREE OF ERRORS OR THAT ANY ERRORS WILL BE CORRECTED; (C) THE WEBSITE WILL MEET YOUR REQUIREMENTS; (D) THE INFORMATION CONTAINED IN THE WEBSITE OR DERIVED FROM THE WEBSITE WILL BE ACCURATE, COMPLETE, SEQUENTIAL, OR TIMELY; (E) CERTAIN OR ANY RESULTS MAY BE OBTAINED THROUGH THE ACCESS TO OR USE OF THE WEBSITE; (F) THE ACCESS TO AND USE OF THE WEBSITE, INCLUDING THE BROWSING AND DOWNLOADING OF ANY**

**INFORMATION, WILL BE FREE OF VIRUSES, TROJAN HORSES, WORMS OR OTHER DESTRUCTIVE OR DISRUPTIVE COMPONENTS; OR (G) THE ACCESS TO AND USE OF THE WEBSITE WILL NOT INFRINGE THE RIGHTS (INCLUDING INTELLECTUAL PROPERTY RIGHTS) OF ANY PERSON; AND HSBC CANADA AND THE AFFILIATES AND PROVIDERS DISCLAIM ANY AND ALL LIABILITY REGARDING SUCH MATTERS TO THE FULLEST EXTENT PERMITTED BY LAW.**

**THE ON-LINE TOOLS (INCLUDING APPLICATIONS AND CALCULATORS) AVAILABLE ON OR THROUGH THE WEBSITE ARE FOR INFORMATIONAL OR GENERAL ILLUSTRATIVE PURPOSES ONLY, AND ARE NOT GUARANTEED TO BE ACCURATE, COMPLETE OR TIMELY. THE INFORMATION AND RESULTS PROVIDED BY THE ON-LINE TOOLS ARE BASED UPON ASSUMPTIONS, PROJECTIONS, AND DATA THAT MAY NOT BE CORRECT OR APPLICABLE AND HSBC CANADA ITS AFFILITATES AND PROVIDERS DISCLAIM ANY AND ALL LIABILITY REGARDING YOUR USE OF SUCH ON-LINE TOOLS TO THE FULLEST EXTENT PERMITTED BY LAW.**

- **LIABILITY EXCLUSION**

**HSBC CANADA AND THE AFFILIATES AND PROVIDERS WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT OR INDIRECT LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF USE, LOSS OF PRODUCTION, LOSS OF INCOME OR PROFITS (ANTICIPATED OR OTHERWISE), LOSS OF MARKETS, ECONOMIC LOSS, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OR EXEMPLARY OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR UNDER ANY OTHER THEORY OF LAW OR EQUITY, ARISING FROM, CONNECTED WITH, OR RELATING TO THE ACCESS TO AND USE OF THE WEBSITE BY YOU OR ANY OTHER PERSON, AND REGARDLESS OF ANY NEGLIGENCE OR OTHER FAULT OR WRONGDOING BY HSBC CANADA OR ANY AFFILIATE OR PROVIDER OR ANY PERSON FOR WHOM HSBC CANADA OR AN AFFILIATE OR PROVIDER MAY BE RESPONSIBLE, AND NOTWITHSTANDING THAT HSBC CANADA OR ANY AFFILIATE OR PROVIDER MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES BEING INCURRED BY YOU OR ANY OTHER PERSON.**

**WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, HSBC CANADA AND THE AFFILIATES AND PROVIDERS WILL NOT BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY LOSS OR DAMAGE SUFFERED BY YOU OR ANY OTHER PERSON AS A RESULT OF ANY FAILURE OR REFUSAL BY HSBC CANADA OR THE AFFILIATES AND PROVIDERS TO GIVE EFFECT TO, OR FOR ANY FAILURE OR DELAY BY HSBC CANADA OR THE AFFILIATES AND PROVIDERS IN RECEIVING, ACCESSING, PROCESSING OR ACCEPTING, ANY COMMUNICATION SENT TO HSBC**



**CANADA OR THE AFFILIATES AND PROVIDERS BY MEANS OF THE WEBSITE OR OTHERWISE, OR FOR ANY LOSS OR DAMAGE SUFFERED AS A RESULT OF THE OPERATIONAL FAILURE, MALFUNCTION, INTERRUPTION, CHANGE, AMENDMENT OR WITHDRAWAL OF THE WEBSITE OR EMAIL SERVICES.**

- **LIABILITY LIMITATION**

**WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL THE TOTAL LIABILITY OF HSBC CANADA AND THE AFFILIATES AND PROVIDERS TO YOU OR ANY OTHER PERSON FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES, AND COSTS, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR UNDER ANY OTHER THEORY OF LAW OR EQUITY, AND REGARDLESS OF ANY NEGLIGENCE OR OTHER FAULT OR WRONGDOING BY HSBC CANADA OR ANY AFFILIATE OR PROVIDER OR ANY PERSON FOR WHOM HSBC CANADA OR ANY AFFILIATE OR PROVIDER IS RESPONSIBLE, EXCEED \$100 (CDN).**

**ADVICE AND INFORMATION PROVIDED BY HSBC CANADA OR THE AFFILIATES AND PROVIDERS OR THEIR RESPECTIVE REPRESENTATIVES, WHETHER ORAL OR WRITTEN, WILL NOT CREATE ANY REPRESENTATION, WARRANTY OR CONDITION OR VARY OR AMEND THIS WEBSITE USE AGREEMENT, INCLUDING THE ABOVE DISCLAIMER, LIABILITY EXCLUSION, LIABILITY LIMITATION AND YOU MAY NOT RELY UPON ANY SUCH ADVICE OR INFORMATION.**

- **FAIR ALLOCATION OF RISK AND LIABILITY.**

**YOUR ACKNOWLEDGE AND AGREE THIS WEBSITE USE AGREEMENT REPRESENTS A FAIR ALLOCATION OF RISK AND LIABILITY.**

The exclusion of certain warranties and the exclusion or limitation of certain liabilities is prohibited by legislation in some jurisdictions. Such legislative limitations may apply to you.

## **15. OWNERSHIP AND PERMITTED USES OF THE WEBSITE**

All Rights Reserved. The Website and all information (in text, graphical, video and audio forms), images, icons, software, designs, applications, on-line tools, calculators, models, data, and other elements available on or through the Website are the property of HSBC Canada, the Affiliates and Providers and others, and are protected by Canadian and international copyright, trademark, and other laws. Your access to and use of the Website does not transfer to you any ownership or other rights in the Website or its content.

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The Website may include advertisements for, information about, or links to, other businesses, products, services or publications or Internet sites or resources operated by other persons (collectively "**Other Businesses and Sites**") and such inclusion does not imply the endorsement or approval of such Other Businesses and Sites by HSBC Canada.

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Other Businesses and Sites are independent from HSBC Canada, and HSBC Canada has no responsibility or liability for or control over Other Businesses and Sites or the information, goods or services available from or through those Other Businesses and Sites. Links to Other Businesses and Sites are provided solely for your convenience. HSBC Canada does not sponsor, endorse or approve any Other Businesses and Sites, or the information, goods or services available from or through those Other Businesses and Sites. Your dealings with, access to and use of Other Businesses and Sites are at your own risk, and you will not make any claim against HSBC Canada arising out of your

access to or use of any Other Businesses and Sites. As between you and HSBC Canada, the provisions of this Website Use Agreement under the section headed Disclaimer, Liability Exclusion, and Liability Limitation apply, with all necessary modifications, to your dealings with, access to and use of any Other Businesses and Sites and the information, goods or services available from or through those Other Businesses and Sites.

#### **19. LINKING, FRAMING, MIRRORING, SCRAPING AND DATA-MINING THE WEBSITE**

Links to the Website without the express written permission of HSBC Canada are strictly prohibited. HSBC Canada reserves the right to cancel and revoke any permission it may give to link to the Website at any time, for any reason, without any notice, and without any liability to you or any other person. The framing, mirroring, scraping or data-mining of the Website or any of its content in any form and by any method are strictly prohibited.

#### **20. SOFTWARE BACK-UP**

While we are making effort is made to ensure that any software provided on this Website is suitable for use on a wide variety of computer systems, you should take reasonable and appropriate precautions to scan for computer viruses and ensure compatibility of the software with your specific computer system.

#### **21. POSTINGS**

You may not use chat or annotation technologies in connection with your use of the Website or to post comments, communications, or any other data of any kind to or on the Website with the intention that such postings may be viewed by other users of the Website.

#### **22. TERMINATION OF THIS WEBSITE USE AGREEMENT AND THE WEBSITE**

If you breach any provision of this Website Use Agreement, you may no longer use the Website. HSBC Canada may, at any time and for any reason and in its discretion: (a) change, suspend or terminate, temporarily or permanently, the Website or any part of it; or (b) restrict, suspend or terminate (in whole or in part) your permission to access or use the Website; all without any notice or liability to you or any other person. If this Website Use Agreement or your permission to access or use the Website is terminated by you, or by a person you represent, or by HSBC Canada, this Website Use Agreement and all other then existing agreements between HSBC Canada and you or any persons you represent will continue to apply and be binding upon you and any persons you represent, jointly and severally, regarding your prior access to and use of the Website, and anything connected with, relating to or arising therefrom.

#### **23. GOVERNING LAW AND DISPUTE RESOLUTION**

This Website Use Agreement, your access to and use of the Website, and all related matters are governed solely by the laws of the Province of Ontario, Canada and applicable federal laws of Canada, excluding any rules of private international law or the conflict of laws that would lead to the application of any other laws.

Any dispute between HSBC Canada and you or any other person arising from, connected with, or relating to the Website, this Website Use Agreement, access to or use of the Website, or any related matters (“Disputes”) 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 original and exclusive jurisdiction of those Courts in respect of all Disputes. Any proceeding regarding a Dispute must be commenced in a court of competent jurisdiction in Toronto, Ontario, Canada within six (6) months after the Dispute arises, after which time any and all proceedings regarding the Dispute are barred.

#### **24. OTHER MATTERS**

If any provision of this Website Use Agreement is found by a court of competent jurisdiction to be unlawful, void, or for any reason unenforceable, then that provision will be deemed to be severed from the rest of this Website Use Agreement and will not affect the validity and enforceability of any remaining provisions.

No consent or waiver by any party to or of any breach by any other party in its performance of its obligations under this Website Use Agreement will be deemed or construed to be a consent to or waiver of a continuing breach or any other breach of those or any other obligations of that party. No consent or waiver will be effective unless in writing and signed by all parties.

The provisions of this Website Use Agreement will enure to the benefit of and be binding upon HSBC Canada and the Affiliates and Providers and each of their respective successors and assigns and related persons, and you and your heirs, executors, administrators, successors, and personal representatives, and all persons you represent and their respective successors, assigns and related persons. You and the persons you represent may not assign this Website Use Agreement or the rights and obligations under this Website Use Agreement without the express prior written consent of HSBC Canada, which may be withheld in HSBC Canada’s discretion. HSBC Canada may assign this Website Use Agreement and its rights and obligations under this Website Use Agreement without your consent or the consent of any persons you represent.

HSBC Canada’s records regarding your access to and use of the Website and any transactions or communications through the Website or email are, unless shown to be wrong, conclusive evidence of your access to and use of the Website and of the communications. You agree not to object to the admission of HSBC Canada’s records as evidence in any legal proceeding on the ground that the records are not originals, are not in writing, are hearsay, or are documents containing information extracted from a computer.

Notwithstanding any other provision of this Website Use Agreement to the contrary, the following provisions of this Website Use Agreement, and all other provisions necessary for their interpretation or enforcement, will survive indefinitely after the termination of this Website Use Agreement and remain in full force and effect and be binding upon the parties as applicable: 14 (Disclaimer, Liability Exclusion, Liability Limitation); 15

(Ownership and Permitted Uses of the Website); 16 (Copyright); 17 (Trademark Information); 18 (Other Businesses and Sites); 21 (Postings), 22 (Termination); 23 (Governing Law and Dispute Resolution); and 24 (Other Matters).

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