

## VAN BERKOM AND ASSOCIATES INC.'S WEB SITE

### TERMS AND CONDITIONS OF USE

*Please read these Terms and Conditions carefully before using this Site.*

**This web site (this “Site”) is provided by Van Berkom and Associates Inc. (“VBA”), for your use, conditional on your acceptance of the terms and conditions set forth below (the “Terms and Conditions”). By accessing, using and/or downloading materials from this Site, you agree on your own behalf and/or on behalf of each entity on whose behalf you act to accept and abide by these Terms and Conditions. If you do not agree to abide by these Terms and Conditions, you should not use this Site or download or use materials from it. These Terms and Conditions apply exclusively to your access to and use of this Site and do not alter the terms or conditions of any other agreement you may have with VBA.**

VBA has the right, at its sole discretion, to add to, remove, modify or otherwise change any part of these Terms and Conditions, including the Privacy Policy, in whole or in part, at any time. Changes will be effective when notice of such change is posted at this Site. Your continued use of this Site or downloading or use of materials from it after any such changes are posted will be considered acceptance of those changes.

VBA may terminate, change, suspend or discontinue any aspect of this Site, including the availability of any features, at any time without notice or liability. VBA may similarly remove, add, modify or otherwise change any content, including that of third parties, on or from this Site. VBA may also impose limits on certain features and services or restrict your access to parts or all of this Site without notice or liability.

#### **1. Proprietary Rights**

**Limited License and Copyright.** Subject to the terms and conditions set forth in this Agreement, VBA grants you a non exclusive, non transferable, limited right to access, use and display this Site, and the visible text, graphics or images thereon (the “Materials”), and to view and download the Materials, only in connection with the products and services described by VBA for your personal, non commercial use in Canada.

This authorization is not a transfer of title in the Materials or to copies of the Materials and is subject to the following restrictions: a) you must retain, on all copies of the Materials downloaded, all copyright and other proprietary notices contained in the Materials; b) you may not modify the Materials in any way or reproduce or publicly display, perform, or distribute or otherwise use them

for any public or commercial purpose; c) you may not transfer the Materials to any other person without our written consent; and d) you may not print or copy any of the HTML or other computer programs that are viewable at this Site. You agree to abide by all additional restrictions displayed on this Site as it may be updated from time to time. This Site, including all Materials, is protected by Canadian and worldwide copyright laws and treaty provisions. You agree to comply with all copyright laws worldwide in your use of this Site and to prevent any unauthorized copying of the Materials. Except as expressly provided herein, VBA does not grant any express or implied right or license to you under any intellectual property right of VBA including under any patent, trademark, copyright, trade secret, or confidential information of VBA.

**Trademarks.** The product names, company names and logos of VBA used on this Site may be trademarks including registered trademarks of VBA. Such product names, company names and logos of VBA may not be copied, imitated or used, in whole or in part, without the prior written consent of VBA. Other product and company names mentioned on this Site may be the trademarks of their respective owners.

**Reservation of Rights.** VBA's products, services, methods and processes may be covered by one or more patents or other statutory intellectual property rights, and are subject to trade secrets and other proprietary rights. VBA reserves all such rights.

**Software.** Any software, as well as any files, images generated by such software, code and data accompanying such software (the "Software"), used or accessible through this Site is the copyrighted work of VBA, and/or its suppliers. You are licensed to use the Software on a non exclusive basis for the purposes expressly stated on this Site. Except as permitted by law, you may not use the Software for any other purpose and may not redistribute, sell, decompile, reverse engineer, disassemble or otherwise deal with the Software.

**Termination.** VBA may terminate all rights and licenses contained herein and, upon such termination, you shall immediately destroy all Materials.

## 2. Not Offering Advice

The information provided on the Site is not intended to constitute specific financial, investment, tax, legal or accounting advice for you, and should not be relied upon in that regard. In particular, none of the information provided is intended to be a recommendation or advice to buy, hold or sell any security. Please seek the advice of a professional before acting on any part of the information provided herein which may not be suitable to your particular circumstances.

The performance data contained at the Site as to any pension or mutual fund so referenced represents past performance and cannot be considered an indication or guarantee of future performance of any such pension or mutual fund. Mutual funds are sold by prospectus only. A mutual fund's simplified prospectus contains important information which you should read carefully before investing.

### **3. User Conduct**

**You agree: a) not to use this Site in any manner which could damage, disable, overburden or impair this Site; b) interfere with the security of, or otherwise abuse, this Site, or any services, system resources, accounts, servers or networks connected to or accessible through this Site or affiliated or linked sites; c) not to disrupt or interfere with any other person's use and enjoyment of this Site or affiliated or linked sites; d) not to upload, post or otherwise transmit on this Site any viruses or other harmful, disruptive or destructive files or computer programs; e) not to use any robot, spider or other automatic device, or manual process to monitor or copy the web pages or the content contained at this Site; f) not to transmit on this Site spam, chain letters, junk mail or any other type of unsolicited mass e-mail; and g) not to attempt to obtain unauthorized access to this Site or portions of this Site which are restricted from general access.**

### **4. Links and Third Party Content**

As a convenience to you, VBA may provide, on this Site, links to web sites operated by other entities. If you use these sites, you will leave this Site. If you decide to visit any linked site, 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. VBA makes no representation or warranty regarding, and does not endorse, any linked web sites, the information appearing thereon or any of the products or services described thereon, or the linked third party sources. Links do not imply that VBA or this Site sponsors, endorses, is affiliated or associated with, or is legally authorized to use any trademark, trade name, logo or copyright symbol displayed in or accessible through the links, or that any linked site is authorized to use any trademark, trade name, logo or copyright symbol of VBA or any of its affiliates.

This Site may from time to time contain materials, data or information provided, posted or offered by third parties, including but not limited to advertisements or postings in on-line community discussions. You agree that VBA shall not have any liability whatsoever to you for any such third party material, data or information.

All links to this Site must be approved in writing by VBA.

### **5. Disclaimer and Limitation of Damages**

The Materials and information accessible through this Site may contain inaccuracies and typographical errors. VBA, and/or its suppliers make no representations or warranties about the accuracy or completeness of the Materials or information accessible through this Site, or the reliability of any advice, opinion, statement or other information displayed or distributed through this Site. You acknowledge that any reliance on any of the foregoing shall be at your sole risk. VBA reserves the right, in its sole discretion, to correct any errors or omissions in any portion of this Site.

VBA may make any other changes to this Site, the Materials and the products, services, programs or prices (if any) described on this Site at any time without notice.

**This Site, the Materials and information accessible through this Site and the Software are provided “as is” without any representation or warranty, express or implied, of any kind, and VBA, its affiliates and their suppliers hereby disclaim all warranties and conditions with regard thereto, including, but not limited to, all implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement, and those arising by statute or otherwise at law, or from a course of dealing or use of trade. VBA does not warrant that this Site will operate without interruptions or that it will be error free.**

**In no event shall VBA and/or its suppliers be liable for any direct, indirect, incidental, consequential, punitive, exemplary, reliance, special or other damages (including, without limitation, damages for harm to business, lost profits, lost savings or lost revenues, business interruption, loss of information or programs or other data on your information handling system) related to the use of, or the inability to use, this Site, its contents or Materials available from this Site, or any information, Software, products and services obtained through this Site, or functions of this Site or any linked website, whether or not any of VBA, its affiliates and/or their suppliers has been advised of the possibility of such damages.**

The limitations of liability and disclaimers herein contained apply regardless of the form of action, whether in contract, warranty, delict, quasi-delict, strict liability, civil liability, negligence, or other tort and shall survive a fundamental breach or breaches, or the failure of the essential purpose of contract or the failure of an exclusive remedy.

## **6. Information Provided by You**

VBA does not want you to, and you should not, send any confidential or proprietary information to VBA via this Site. The security of this Site is by no means guaranteed and you agree that any information or materials that you or individuals acting on your behalf provide to VBA is sent at your own risk and will not be considered confidential or proprietary. By providing any such information or materials to VBA, you grant to VBA and its affiliates an unrestricted, perpetual, irrevocable, worldwide, royalty-free license to use, reproduce, display or perform (including display or perform in public), communicate to the public, modify, adapt, transmit and distribute such information and materials in any form, with the right to grant sub-licenses, and you also agree that VBA and its affiliates are free to use any ideas, concepts, know-how or techniques that you or individuals acting on your behalf provide to VBA for any purpose. You further recognize that VBA does not want you to, and you warrant that you will not, provide any information or materials to VBA that are harassing, defamatory, libellous, tortious, offensive, threatening, obscene or otherwise unlawful, or that incorporates the proprietary or confidential material of another.

## **7. Privacy Policy**

At VBA, protecting your privacy is very important. Accordingly, we never collect, use, disclose or communicate personal information without consent. At this site, in fact, VBA does not collect any personal information; nor does it use “cookie” technology. If you have any questions concerning our treatment of personal information, please do not hesitate to contact us.

## **8. International Users and Choice of Law**

This Site is controlled, operated and administered by VBA from its offices within Canada. Neither VBA nor any of its affiliates makes any representation or warranty that materials at this Site are appropriate or available for use at any locations outside Canada and access to them from territories outside of Canada is prohibited. If you access this Site from outside Canada, you are responsible for compliance with all local law. You may not export any of the Materials accessible through this Site in violation of applicable export laws and regulations. These Terms and Conditions are governed by the laws of the province of Quebec, Canada (without regard to its conflicts of law rules). You consent to the exclusive jurisdiction and venue of Quebec courts in case of any dispute connected with this Site or these Terms and Conditions.

## **9. General**

These Terms and Conditions constitute the entire agreement between VBA and you with respect to the subject matter hereof. If for any reason a court of competent jurisdiction finds any provision of these Terms and Conditions or portion thereof to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect.