

# Online Account Access

Customer Name	Account Number(s)
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## 1. SCOPE OF AGREEMENT

We agree to provide you, in accordance with this Agreement, (the "Agreement"), with access to view your account through our Online Account facility (the "Service") that we may make available to you, either directly or through a third party service provider.

## 2. TERM AND TERMINATION

This Agreement is effective as of the date listed below and will continue in effect until terminated by either party at any time, with or without cause, upon written notice to the other party. Regardless of any other provision of the Agreement, we have the right to suspend (at any time, with or without cause or prior notice) all or any part of any Service, or your access to any Service, to change the nature, composition or availability of any Service. In all events, we will provide you notice of such suspension or termination (including through notices provided through operation of the Service) whenever we provide notice to all of our similarly situated clients.

## 3. USE OF THE SERVICES

- (a) We grant you, for the term of this Agreement, a personal, limited, non-exclusive, revocable, non-transferable and nonsublicenseable license to use the Service pursuant to the terms of this Agreement. We may provide all or certain portions of the Service under license from third parties, and you will comply with any additional restrictions on your usage that we may communicate to you from time to time, or that are otherwise the subject of an agreement between you and such licensors.
- (b) We are providing the Service to you only for your internal business purposes only in accordance with any other agreement between you and us, as amended from time to time. You may not sell, lease, or provide, directly or indirectly, the Service or any portion of the Service to any third party except as permitted by this Agreement. You acknowledge that all proprietary rights in the Service are owned by us or by any applicable third party service providers selected by us providing us with all or part of the Service, or providing you with access to the Service, or their respective licensors, and are protected under copyright, trademark and other intellectual property laws and other applicable law. You receive no copyright, intellectual property rights or other rights in or to the Service, except those specifically set forth in this Agreement. You will not violate those proprietary rights in the Service and honor and comply with our reasonable requests to protect our and our third party service providers' contractual, statutory and common law rights in the Service. If you become aware of any violation of our or our third party service providers' proprietary rights in the Service, you will notify us in writing.
- (c) You are bound by, and will comply with, the various legends, disclaimers, terms and conditions and restrictions displayed on or linked to the Service.
- (d) You may access the Service only through one or more passwords or other access methods that we specify (collectively, "Access Methods"). You are solely responsible for ensuring that your Access Methods are known to and used by only those users that you authorize ("Authorized Users"). You acknowledge that, in our discretion, we may deny access to the Service to any user of your Access Methods. You will be solely responsible for all acts or omissions of any person using the Service through your Access Methods. If your Access Methods have been lost, stolen or compromised, you will promptly notify us and any representative designated by the Service to receive notice. Upon receipt of this notice, your Access Methods will be cancelled but you are responsible for any actions taken through the use of such Access Methods before they are cancelled.

## 4. REPRESENTATIONS AND WARRANTIES

- (a) You represent and warrant to us that your use of the Service will comply with all applicable laws, rules and regulations, and the policies and procedures applicable to the Service and this Agreement and any other agreement between you and us, as may be amended from time to time.
- (b) We represent and warrant to you that we have all rights, authority and licenses to provide the Service to you, as set forth herein.
- (c) **Except as set forth in the preceding subsection, the Service is provided "as is," without warranties of any kind, express or implied, including any implied warranties of merchantability or fitness for a particular purpose, or any warranty for the use or the results of the use of the Service or with respect to their correctness, quality, accuracy, completeness, reliability, performance, timeliness, continued availability or otherwise. You expressly acknowledge and agree that we are not responsible for maintaining or for supplying any corrections, updates or releases concerning, the Service; and are not soliciting any action based upon use of the Services.**

## 5. LIMITATION OF LIABILITY; INDEMNITY

- (a) We, our managing directors, partners, officers, directors, affiliates, employees and agents (each a "Related Party") shall have no liability, contingent or otherwise, to you or to third parties, for the correctness, quality, accuracy, security, completeness, reliability, performance, timeliness, pricing or continued availability of the Service or for delays or omissions of the Service, or for the failure of any connection or communication service to provide or maintain your access to the Service, or for any interruption in or disruption of your access or any erroneous communications between us and you. We are not responsible for informing you of any difficulties we or other third parties experience concerning use of the Service for our accounts or other accounts or to take any action in connection with those difficulties. You are solely responsible for any losses, damages or costs resulting from your reliance on any data or information that we may provide in connection with your use of the Service.

- (b) You will indemnify, protect, and hold harmless us and our Related Parties from and against any and all losses, liabilities, judgments, suits, actions, proceedings, claims, damages, costs (including attorney's fees) (collectively, "Losses") resulting from or arising out of the use of the Service by you or your Related Parties, including any breaches of the security of the Service (including any access or entry into any of our other systems not covered by this Agreement), except to the extent such Losses are due to our gross negligence or willful misconduct.
- (c) We are not liable for any special, indirect, incidental or consequential damages which you may incur or experience because you entered into this Agreement or relied on the Service, even if we know of the possibility of those damages.

**6. GENERAL**

- (a) This Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes all existing and all other oral, written or other communications between the parties concerning this subject matter. This Agreement may be modified only by a subsequent writing.
- (b) Neither party may assign the Agreement without the other party's prior written consent. However, we may assign this Agreement to any entity (i) controlling, controlled by, or under common control with us, or (ii) which succeeds to all or substantially all of our assets and business.
- (c) If any provision of this Agreement (or any portion thereof) is invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of this Agreement will not be affected or impaired.
- (d) Where any form of the word "including" appears in this Agreement, it will be interpreted as if followed by the phrase "without limitation".
- (e) All notices will be in writing and hand delivered or forwarded by regular mail to the parties. A copy also will be sent to the attention of our legal department or to any other address which we designate in writing after the date of this Agreement.
- (f) Each party acknowledges that a breach of any provision of Section 4 of this Agreement will cause the other irreparable injury and damage. Therefore, injunctive relief may be sought in addition to any other rights and remedies which may be available to the party at law or in equity.
- (g) This Agreement shall be governed by the laws of the Province of Ontario, Canada and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.
- (h) Each party's continuing obligations under this Agreement including those relating to "Limitation of Liability; Indemnity" will survive the termination of this Agreement.

**The parties hereto have requested that this agreement be drawn up in the English language only.** *Les parties présentes ont demandé que cette convention soit rédigé en anglais uniquement.*

**By signing below you hereby request online access to your accounts, and agree to the terms and conditions listed above:**

Customer Name	Customer Signature	Date MM - DD - YYYY
	SIGN	

  

Joint Applicant Name	Joint Applicant Signature	Date MM - DD - YYYY
	SIGN	