

## Terms of Use

**These Terms of Use were last updated on November 30, 2022**

The following terms of use (the "**Terms of Use**") are an agreement between you and the Alberta Securities Commission (the "**ASC**") and govern your access to and use of the publicly accessible portions of SEDAR+ (the "**SEDAR+ Public Website**"). Please read these Terms of Use carefully and completely.

The SEDAR+ Public Website is operated on behalf of and for the benefit of the Canadian provincial and territorial securities regulatory authorities (collectively the "**CSA**", and each a "**CSA Member**") by a representative subset of CSA Members comprised of the ASC, l'Autorité des marchés financiers, the British Columbia Securities Commission and the Ontario Securities Commission. The ASC is the representative securities regulatory authority authorized to grant licenses and enter into agreements with third parties relating to the access and use of the SEDAR+ Public Website.

The System for Electronic Data Analysis and Retrieval + ("**SEDAR+**") enables various persons (each an "**Electronic Filer**") to electronically transmit documents pursuant to securities legislation or securities directions to one or more CSA Members (collectively "**Electronic Filings**"). SEDAR+ also contains information about certain regulatory actions, including cease trade orders and disciplinary decisions made against individuals and companies (collectively, "**Regulatory Actions**").

The SEDAR+ Public Website contains those parts of the Electronic Filings, Regulatory Actions, and other public information that the CSA has determined to make available on the SEDAR+ Public Website (collectively the "**Public Information**") as well as other information and materials owned or licensed by or through the ASC or the other CSA Members or their respective licensors, including online help and compilations, including the selection or arrangement, of the Public Information (collectively the "**Proprietary Content**"). Access to and use of the Public Information and the Proprietary Content (collectively referred to as the "**Content**") on the SEDAR+ Public Website is subject to your acceptance of and compliance with these Terms of Use.

In these Terms of Use the word "including" and its derivatives means "including without limitation".

### **1. Acceptance of the Terms of Use**

By accessing or using the SEDAR+ Public Website or any Content, or by otherwise indicating your acceptance of these Terms of Use, you (on your own behalf and on behalf of any entity you represent) accept and agree to be bound by, and to comply with, these Terms of Use and the Privacy Statement found at <https://www.sedarplus.ca/onlinehelp/privacy-statement-2/> (the "**Privacy Statement**") incorporated herein by reference. **If you do not accept or agree to these Terms of Use or the Privacy Statement, do not access or use the SEDAR+ Public Website or any Content.**

Access and use of SEDAR+ by or on behalf of Electronic Filers through a SEDAR+ account remains subject to the further terms and conditions in your Electronic Filer Agreement.

### **2. Access and Use of the SEDAR+ Public Website**

*Access and use of Public Information.*

Public Information is made available through the SEDAR+ Public Website in furtherance of the objective of enhancing investor awareness of the business and affairs of capital markets participants

and promoting confidence in the transparent operation of capital markets in Canada in accordance with applicable securities legislation (the “**Objective**”).

You may, subject to these Terms of Use, use and reproduce limited unaltered extracts or unaltered copies of the Public Information made available to you through the SEDAR+ Public Website for informational, educational, research or internal business/organizational use, provided always that:

- (a) such use remains consistent with the Objective;
- (b) you do not seek to commercialize the Public Information or to create a product or service based on the commercialization of the Public Information;
- (c) you do not engage in frequent, public, commercial or mass distribution of Public Information, including (i) distribution for marketing or promotional purposes; and (ii) distribution in a manner that replicates, or seeks to replicate, in whole or in part, the SEDAR+ Public Website;
- (d) to the extent you provide an extract or copy of Public Information to another person (including to an entity), you are responsible for ensuring that they are aware of and abide by these Terms of Use (including the limitations and restrictions on use of such Public Information);
- (e) you do not use any or all of the Public Information to construct a database of any kind, nor store the Public Information (in whole or in part) in databases for access by you or any third party, nor offer or provide any services containing all or part of the Public Information;
- (f) you comply with the prohibitions in Section 5 (Prohibitions), including that you do not engage in any ‘scraping’ or the use of any automated means to use or reproduce multiple pieces of Public Information from the SEDAR+ Public Website;
- (g) you indicate the complete title of the reproduced material and identify the SEDAR+ Public Website as the source;
- (h) you do not represent any reproduction as an official version of an Electronic Filing, or as having been made in affiliation with or with the endorsement of any CSA Member or the organization or individual to which the Electronic Filing relates; and
- (i) your use or reproduction does not distort or misrepresent the content of the Public Information.

#### *Generally.*

Subject to the additional permitted uses for Public Information set out above, (i) your access and use of the SEDAR+ Public Website (including the Content) is limited to viewing the Content within, and as displayed by, the web pages in your browser that form part of the SEDAR+ Public Website that are made accessible to you, or printing a single copy thereof for your own use; and (ii) you are granted no other right to reproduce, download, modify, republish, distribute, or otherwise use the Content outside of the SEDAR+ Public Website.

#### *Ceasing Use.*

Notwithstanding any access, right or license provided in these Terms of Use: (i) the ASC may, in its sole discretion, limit, restrict, revoke, or terminate any access, right or license provided to you under

these Terms of Use; and (ii) if the ASC provides notice to you or posts a notice on the SEDAR+ Public Website that you cease any use of any Content, you agree to remove, erase and delete such Content (including the information contained therein) if you used it and, if you sent it to others, to cause them to remove, erase and delete such Content, as soon as possible.

### **3. Electronic Filings**

All Electronic Filings have been transmitted to SEDAR+ by or on behalf of the Electronic Filer filing the information. The Electronic Filer is responsible for all of the content of its Electronic Filings and for ensuring that all necessary consents have been obtained in order to disclose personal information contained in the Electronic Filings. Errors may occur in the filing or transmission process producing inaccurate or incomplete copies of various documents when downloaded and displayed on a user's computer. Electronic Filings may contain technical inaccuracies or typographical errors. Not all documents and information transmitted to SEDAR+ are available on the SEDAR+ Public Website. For example, but without limitation, certain filings with the CSA may have been made in paper form due to confidentiality or because of a hardship exemption. In addition, some documents may not have been made accessible to the public by the recipient agency, or may have been made accessible to public in error and subsequently retracted.

You acknowledge that there may be a delay between the time when an Electronic Filing is transmitted to SEDAR+ and when it is posted to the SEDAR+ Public Website.

The SEDAR+ Public Website and Content are not intended to provide specific legal, accounting, financial or tax advice to any person and should not be relied upon in that regard. The ASC and other CSA Members are not responsible for any reliance, detrimental or otherwise, that you may place on the SEDAR+ Public Website or the Content.

In accordance with Companion Policy 13-103 *System for Electronic Data Analysis and Retrieval + (SEDAR+)* ("CP13-103"), the CSA Members consider that, for purposes of securities legislation, securities directions or any other related purpose, an official record of any document transmitted through SEDAR+ is the document stored in SEDAR+.

### **4. Privacy and Personal Information**

Your access and use of the SEDAR+ Public Website (including the Content) is subject to the Privacy Statement found at <https://www.sedarplus.ca/onlinehelp/privacy-statement-2/>, incorporated herein by reference.

National Instrument 13-103 *System for Electronic Data Analysis and Retrieval + (SEDAR+)* and CP13-103, as amended from time to time, set out rules and policies of the CSA for electronic filing of documents and related information. The personal or other information of individuals contained in SEDAR+ and the Content is governed by privacy laws, including the private sector privacy legislation applicable to Electronic Filers and public sector privacy legislation applicable to the ASC and the other CSA Members. You will not collect, use or disclose any personal information contained in the Content for purposes unrelated to the purposes for which the information is made available to the public under Canadian securities laws, including for marketing purposes, unless you have obtained any and all consents as required under applicable Canadian privacy laws and anti-spam laws. For details about the purposes for which the information is made available to the public under Canadian securities laws, please refer to the Privacy Statement. You will indemnify and hold harmless the ASC and the other CSA Members from any costs, expenses, award of damages or settlement made in relation to any proceedings, complaints, actions or claims made by third parties or individuals, or in relation to compliance by the ASC or the other CSA Members with any orders or directions given against or to the ASC or the other CSA Members by any privacy commissioner, tribunal, person or

court, arising from any breach of or non-compliance with applicable privacy laws or the provisions of these Terms of Use by you in connection with your collection, use or disclosure of personal information contained in the Content.

## 5. Prohibitions

You are prohibited from attempting to circumvent and from violating the security of the SEDAR+ Public Website, including: (a) use in any manner which could damage, disable, overburden, or impair the SEDAR+ Public Website or Content or interfere with any other person's use of the SEDAR+ Public Website or Content; (b) using any robot, spider or other automatic device, software program or manual process to monitor, access, scrape, copy or interfere with any web pages or the content contained thereon on the SEDAR+ Public Website; (c) accessing content and data that is not intended for you or attempting to breach or breaching the security or authentication measures; (d) introducing any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; (e) attacking the SEDAR+ Public Website via a denial-of-service attack, distributed denial-of-service attack, flooding, mailbombing or crashing; and (f) otherwise attempting to interfere with the proper working of the SEDAR+ Public Website.

You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the SEDAR+ Public Website infrastructure. You agree that you will not perform automated searches against the SEDAR+ Public Website (including automated "bots" or "link checkers") or seek to repeatedly access, reload or refresh pages or make any other request to transactional servers where, in each case and in the ASC's reasonable opinion, such searches or repeated actions unduly burden the SEDAR+ Public Website.

Unless you have written permission from the ASC that states otherwise, you may only provide a link to the SEDAR+ Public Website or portion thereof (including on another web site) where (a) the link is directly to [www.sedarplus.com](http://www.sedarplus.com) and not to any other pages within this SEDAR+ Public Website; (b) the appearance, position and other aspects of the link are fair and legal and do not damage or dilute the reputation or goodwill of the ASC or the other CSA Members or their respective trade-marks; and (c) the appearance, position and other aspects of the link do not suggest any form of association, approval, endorsement or sponsorship by the ASC or the other CSA Member. Notwithstanding the foregoing, issuers of securities may provide a link directly to their own Electronic Filings (i.e., filed in SEDAR+ by or on behalf of that issuer, who is a company, investment fund or other party legally required or permitted to make such filing in SEDAR+) that is posted on the SEDAR+ Public Website. The ASC reserves the right to revoke its consent to any such links at any time in its sole discretion.

You agree not to frame all or any portion of the SEDAR+ Public Website on any other site (including that any permitted link, when activated by a user, must display the SEDAR+ Public Website full screen and not within a "frame" on the linking website).

## 6. Ownership and Reservation of Rights

The trademarks SEDAR+, SEDAR PLUS, and SEDAR+ Design, and the domain names [sedarplus.com](http://sedarplus.com), [sedarplus.ca](http://sedarplus.ca), [sedarplus.net](http://sedarplus.net), and [sedarplus.org](http://sedarplus.org), are trademarks and/or trade names of the ASC (collectively, "**ASC Trademarks**"). The names of other companies, products or services referred to on the SEDAR+ Public Website (including in Public Information) may be trademarks or trade names of their respective owners ("**Third Party Trademarks**"). Nothing in these Terms of Use, or in or on the SEDAR+ Public Website (including in any Public Information), will be construed as granting, either expressly, by implication or otherwise, a license or other right to you to use the ASC Trademarks or Third Party Trademarks.

You acknowledge and agree that you acquire no rights or licenses in or to the SEDAR+ Public Website (including in or to any Content) other than the limited right to access and use the SEDAR+ Public Website (including the Content) in accordance with these Terms of Use. Any rights not expressly granted herein are reserved. As a condition of your use of the SEDAR+ Public Website, you acknowledge and agree that copyright subsists in the SEDAR+ Public Website, including in the selection or arrangement of Content, and that such copyright is owned by the ASC or the other CSA Members or their respective licensors. Any unauthorized use of the ASC Trademarks or Third Party Trademarks, or copyright or any other intellectual property right or proprietary right of the ASC or the other CSA Members is strictly prohibited. You will not remove any marks, notices or legends pertaining to the origin, identity or ownership of any document, trademark or copyright. Any unauthorized use, reproduction, modification or distribution of the Content or the SEDAR+ Public Website is strictly prohibited and will cause the ASC or the other CSA Members serious damages for which money damages may not constitute a sufficient remedy and in such instances the ASC or the other CSA Members may seek and obtain injunctive or other equitable relief, in addition to any other remedies. The ASC reserves the right to take such steps as it deems necessary, including without limitation legal action, to restrain unauthorized activity.

## **7. Applicable Law**

In addition to complying with these Terms of Use, you will use the SEDAR+ Public Website (including Content) only for lawful purposes and only in accordance with all applicable laws, including, without limitation, Canadian privacy laws.

Under no circumstances will you use the SEDAR+ Public Website (including any Content), or any derivative works or portion thereof, in any manner that may infringe any proprietary or intellectual property rights or interests that the ASC or the other CSA Members or any third party may have in the SEDAR+ Public Website (including in any Content).

## **8. Links to Third Parties**

The SEDAR+ Public Website may provide links or pointers to third-party sites ("**Linked Sites**"). Unless specifically noted, the Linked Sites and the content, goods or services sold or made available on the Linked Sites are not under the control of the ASC and accordingly the ASC does not make any representations or warranties nor assume any responsibility for the same. The Linked Sites are provided to you only as a convenience, and the inclusion of any link does not imply that the ASC guarantees, recommends, approves, warrants or endorses the site, or any content, goods or services sold or made available on or through the site, or any association with its operations. Use of any Linked Sites is entirely at your own risk. Nothing in these Terms of Use grants you any rights or authorization with respect to any Linked Sites.

## **9. No Liability and Disclaimers**

ACCESS TO AND USE OF THE SEDAR+ PUBLIC WEBSITE AND CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND YOUR USE OF THE SEDAR+ PUBLIC WEBSITE AND THE CONTENT IS ENTIRELY AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT AS STATED IN THESE TERMS OF USE, THE ASC, THE OTHER CSA MEMBERS AND ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, MEMBERS, OFFICERS, DIRECTORS OR THIRD PARTY PROVIDERS (COLLECTIVELY "**THE CSA RELATED PARTIES**") DISCLAIM ALL WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ASC AND THE CSA RELATED PARTIES MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS ABOUT THE ACCURACY,

RELIABILITY, COMPLETENESS, CURRENCY, QUALITY, TIMELINESS, SEQUENCE OR USEFULNESS OF THE SEDAR+ PUBLIC WEBSITE, THE CONTENT OR ANY GOODS, INFORMATION OR SERVICE PROVIDED THROUGH THE SEDAR+ PUBLIC WEBSITE. THE ASC AND THE CSA RELATED PARTIES ARE NOT RESPONSIBLE FOR, NOR DO THEY INDEPENDENTLY VERIFY ANY OF THE CONTENT NOR DO THEY ASSUME ANY OBLIGATION TO UPDATE THE CONTENT OR ADVISE ON FURTHER DEVELOPMENTS RELATING TO SEDAR+. Content may be changed or removed without notice. You should not assume that the Content on SEDAR+ or the SEDAR+ Public Website will be error-free, timely, accurate, or complete or that SEDAR+ or this SEDAR+ Public Website will operate without interruption. It is up to the user of this SEDAR+ Public Website to take precautions to ensure that whatever the user selects for its use is free of such items such as viruses, worms, trojan horses and other items of a destructive nature.

You are solely responsible for implementing safeguards to protect the security of your data and system when you use the SEDAR+ Public Website and the Content. You and, if applicable, any other person using information generated by you from the Content and this SEDAR+ Public Website, are solely and fully responsible for any and all consequences, however remote, resulting from your or such other person's access to and use of the SEDAR+ Public Website and the Content.

To the maximum extent permitted by law, in no circumstances will the ASC or the CSA Related Parties be liable for any direct, indirect, special, incidental, consequential or punitive damages or damages for lost profits arising out of or in connection with these Terms of Use, the use of or inability to make use of the SEDAR+ Public Website, the Content or any service provided through the SEDAR+ Public Website. If, notwithstanding these exclusions, the ASC or the CSA Related Parties are found liable to you in any way, then the maximum aggregate liability of the ASC and the CSA Related Parties will be limited to an amount of \$20. These exclusions and limitations will apply whether based on warranty, contract, tort, negligence or any other legal theory, irrespective of notice.

## **10. Modifications to the Terms of Use**

The ASC may modify the Terms of Use or Privacy Statement from time to time. Unless the ASC indicates otherwise, such modifications are effective when they are posted to the SEDAR+ Public Website and apply to all access to and continued use of the SEDAR+ Public Website or any Content. You agree to regularly review the Terms of Use and Privacy Statement in order to be aware of any modifications. Your continued access or use of the SEDAR+ Public Website or any Content after the Terms of Use or Privacy Statement have been updated will indicate your acceptance of and agreement to the updated Terms of Use and Privacy Statement. If you do not accept or agree to any modification to the Terms of Use or Privacy Statement, do not continue to access or use the SEDAR+ Public Website or any Content.

## **11. Changes to the SEDAR+ Public Website**

The ASC reserves the right, in its sole discretion, to modify (including to add or remove), suspend, terminate or discontinue any aspect of the SEDAR+ Public Website or any Content (including to withdraw any Content) in whole or in part, at any time(s) without prior notice to past, current or prospective users.

## **12. Suspension and Termination of Access and Use.**

You acknowledge and agree that in the ASC's sole discretion, and without prior notice, the ASC may limit, suspend, terminate or block access from a particular internet address to the SEDAR+ Public Website or your use of or access to the SEDAR+ Public Website, or exercise any other remedies

available at law and in equity, for any reason, including where the ASC believes that your conduct, violates or is inconsistent with these Terms of Use, or violates the rights of the ASC or any other CSA Member or other users of the SEDAR+ Public Website or in the event you do not have the required consent of the ASC to use or access the SEDAR+ Public Website in a particular manner.

### **13. Governing Law**

These Terms of Use will be governed by and construed in accordance with the laws applicable in Alberta and the parties hereby submit to the exclusive jurisdiction of the Alberta courts for all matters arising in connection herewith.

### **14. Miscellaneous**

The provisions of Sections 4 (Privacy and Personal Information) and 9 (No Liability and Disclaimers) will survive termination of these Terms of Use. No waiver or failure to enforce any of the terms of these Terms of Use will be deemed or construed as a waiver or continuing waiver of such term or any other term of these Terms of Use. If in any jurisdiction, any of the terms or portions of terms in these Terms of Use are held to be invalid or unenforceable by a court of competent jurisdiction, such term or portion of a term will be severed, restricted or eliminated to the minimum extent necessary and will be deemed superseded by a valid enforceable term or portion of a term that most closely matches the intent of the original provision and the remaining provisions in these Terms of Use will otherwise remain in full force and effect. Anything in the SEDAR+ Public Website inconsistent with these Terms of Use is superseded by these Terms of Use. It is the express wish of the parties that these Terms of Use and all related documents have been drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais. Any cause of action you may have arising out of or related to these Terms of Use must be commenced by you within two years after the cause of action arose; otherwise such cause of action is hereby waived and permanently barred. Headings are for convenience only and will not affect the interpretation of any of these Terms of Use.

### **15. Contacting the ASC**

If you wish to give notice to the ASC pursuant to these Terms of Use, you must send the notice to Alberta Securities Commission, c/o CSA Service Desk, Attention: SEDAR+ Administrator, 12 Millennium Blvd, Suite 210, Moncton, NB E1C 0M3, or by email to [sedarplus@csa-acvm.ca](mailto:sedarplus@csa-acvm.ca); or to such other address as may be designated by notice from time to time. If you have any questions or comments about the SEDAR+ Public Website, please call the CSA Service Desk at 1-800-219-5381 or e-mail the CSA Service Desk at [sedarplus@csa-acvm.ca](mailto:sedarplus@csa-acvm.ca). The ASC does not guarantee the confidentiality of any communications made by you via e-mail or otherwise through the SEDAR+ Public Website.

*Copyright © 2022 Alberta Securities Commission, Autorité des marchés financiers, British Columbia Securities Commission, Ontario Securities Commission. All rights reserved.*