

Terms and Conditions of Use

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Please read these Terms and Conditions of Use carefully before using this Website. By accessing and using this Website you agree to comply with and be bound by the Terms and Conditions of Use and all applicable laws and regulations, and agree that you are solely responsible for your compliance.

If you do not agree with the Terms and Conditions of Use, you have no right or license to access this Website or the data contained therein and you should refrain from using this Website and/or its contents and from obtaining documents from this Website.

1. Accessing 154's Online Services

1.1 In order to access 154's online services, a user must have a user account comprised of an email address and password. A user account can be obtained by registering with 154 through the Website. 1.2 Users are responsible for the security of their username and password. The individual or institution to whom a username is registered has sole financial and legal responsibility for all transactions made by their username. Financial and legal responsibility for any unauthorized use of a username remains with the individual or institution to whom the username is registered.

1.3 Subject to the *Bank Act*, 154 may suspend or terminate any user should a user or any activity carried out under a username breaches these Terms and Conditions of Use in any way.

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2.1 154 owns and operates the Website. All domain names and logos are trademarks and the property of 154. All other trademarks, product names and company names or logos cited herein are the property of their respective owners.

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3.2 The registry may be searched in accordance with the legislation that establishes that registry and under the direction of the Bank of Canada. Permission is granted to search the registries using the search tools found on this Website or to seek the assistance of 154 personnel by fax, email, phone or in-person to conduct a search as an information or registration resource.

3.3 Subject to section 8, results of searches of Registry Data that are completed for acceptable purposes may be printed or electronically copied for your own lawful use in accordance with the user license, subject to the trademark and copyright provisions contained herein.

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4.1 The Website may contain links to other websites over which 154 has no control. 154 provides no endorsement, representation or warranty of any kind regarding the products, services, content or appropriateness of such websites, and the user hereby irrevocably waives any claim against 154 with respect to such websites.

5. Currency and Accuracy of Information and Disclaimer

5.1 154 provides the Website as well as any information, material or documents ordered or used via the online services and 154's software on an "as is, where is" basis. 154 makes no representations or warranties, either express or implied, of any kind with respect to the Website, its contents, or to any website to which the 154 Website is linked to the fullest extent permissible pursuant to applicable law. 154 disclaims all representations and warranties, including, but not limited to, warranties of merchantability and fitness for a particular purpose. In no event will 154 be liable for any damages whatsoever, including (without limitation) special, indirect or consequential damages arising out of or in connection with access to, or the use or performance of, information, material, documents or services available on or through the 154 Website except as contemplated by any other applicable law.

5.2 The Website is subject to change and may be incomplete or no longer current. Documents may contain typographical errors. 154 disclaims all liability for these errors or omissions except as specifically stated on the Website. In addition, 154 makes no representation or warranty regarding whether the information accessible via this Website, or any website to which it is linked, is accurate, complete or current.

5.3 Price and availability of information, timing, material, documents or services from the Website and online services are subject to change without notice.

6. Limitation of Liability

6.1 To the fullest extent permitted by applicable law, 154 and its directors, officers, employees, agents, suppliers, and contractors do not assume, and expressly deny, any liability for loss or damage resulting from your use of or inability to use this Website and/or the information accessible via this Website, and will in no event be liable for any claims, damages, liabilities, losses, and expenses of whatever nature and howsoever arising, including any compensatory, incidental, direct, indirect, special, punitive, or consequential damages, including without limitation loss of profit, loss of data, loss of information, loss of use, business interruption or any other damage or loss claimed either in contract or tort, even if 154 has been advised of the possibility of such damages or losses.

6.2 154 disclaims any and all liability and responsibility for any unauthorized use or misuse of a registered user's username, password, or similar security tool and any loss or damage arising out of or in connection with such unauthorized use or misuse shall be the sole responsibility of the registered user.

7. Intellectual Property Rights

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7.2 The Website contains information, pictures, brand names and logos, all of which are available for you to view, copy and/or print for your personal use in accordance with the user licence and restrictions outlined below, but which may not be used or reproduced for commercial use (e.g. for marketing of a product or service, or publication of a newsletter). The content, organization, compilation, and other material provided on or by this Website are copyrighted, and only 154 has the right to use this information commercially.

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- (c) attempt to decompile, reverse engineer or corrupt any software or related components contained on this Website;
- (d) remove any copyright or other proprietary notations from these materials; or
- (e) "mirror" the materials, information, or logos of 154 that are contained on this Website, on any other server or within an unauthorized information retrieval system.

8.2 If you wish to copy or print logos, names, or information of or relating to 154 contained on this Website for your own personal use, you agree:

- (a) not to change this information in any way;
- (b) to acknowledge 154 as the source;
- (c) not to utilize such logos, names or information in association with the delivery, sale or offering of any products or services or for any commercial purpose whatsoever; and
- (d) to ensure that to the extent that logos, names or information is communicated to any third party, these Terms and Conditions of Use are included.

8.3 154 reserves the right to make changes to the Website and its layout, including without limitation, implementation of technology that may limit or prevent the use of automated searching techniques, without notice. 154 makes no warranty that the Website will be compatible with scripts or use of automated searching techniques.

8.4 This licence will automatically terminate if you violate any of the foregoing restrictions and 154 reserves the right to require you to destroy, delete or return any of this information, and to prohibit you from further use, if, in the opinion of 154, it would be in 154's best interests to do so.

8.5 Use of this Website does not give you any right, permission or license to use 154's logos, information, brand names or intellectual property contained on this Website other than for the limited personal use described above, subject to the conditions described herein.

9. Privacy Policy

9.1 154 is committed to protecting the privacy of personal information required to achieve its mission of providing quality services to its customers. 154 respects the privacy of personal information provided to it and has policies, processes and controls in place to help protect and limit access to the personal information of its customers on a "need to know" basis. By using this Website, you agree to be bound by these terms and conditions and our Privacy Notice.

154's personal information privacy policies are based on compliance with the *Personal Information Protection and Electronic Documents Act*, all applicable laws and the ten privacy principles established by the Canadian Standards Association's Model Code for the Protection of Personal Information.

When you visit the Website, the server may automatically collect and retain a limited amount of data essential to the efficient operation and security of the Website. However, this information cannot be linked back to a specific individual. An automated process may analyze this data and a statistical report may be created to help 154 identify usage trends and improve its service.

The Website may distribute a small file to your computer, called a "cookie". Cookies may be used in two contexts. First, the login cookie is optional and is used only to pre-populate the login form for the user as a convenience (i.e. "Remember User Name") with no expiration date. Second, the session cookie has a purely technical purpose. It is created only after you have signed in to the Website and is used to track information between you and the application. No personal information is collected, and the cookie is destroyed as soon as you close your browser.

When you voluntarily send us electronic mail to 154 or complete an electronic form that includes identifying information about yourself, 154 will keep a record of this information in order to respond to your inquiry and/or communicate with you generally. The personal information you provide to us is kept in strict confidence and will only be used by authorized personnel to fulfill the purpose for which it was originally

collected or for a use consistent with that purpose. 154 does not disclose your information to other public bodies or individuals except as authorized by law or with your consent.

10. Website Only Provides Information

10.1 The Website, as well as any information, material, documents or services ordered via the online services, has been prepared for information purposes only and does not constitute legal advice. Transmission and/or receipt of any information, material, documents or services contained on the Website or ordered from the online services does not constitute a solicitor-client relationship. Information in or from the Website or the online services should not be acted upon without obtaining legal advice.

11. General

11.1 These Terms and Conditions of Use will be treated as though they were executed and performed in the Province of Saskatchewan, Canada, and will be governed by, construed, and enforced in accordance with the laws of the Province of Saskatchewan, Canada without regard to conflict of law principles. All legal proceedings arising out of or in connection with these Terms and Conditions of Use will be brought solely in Saskatchewan. Please note that the Terms and Conditions of Use may be revised by 154 from time to time without notice, particularly to address changes in our business, applicable law, or technology. If such a revision is made, 154 will post the revised notice here. Revisions to the Terms and Conditions of Use are effective upon posting and your continued use of this Website after such posting will be subject to the revised Terms and Conditions of Use.

11.2 The provisions of these Terms and Conditions of Use constitute the entire agreement between you and 154 and take the place of all previous communications, representations and agreements, whether oral, written or electronic, between the parties with respect to the subject matter herein. There are no representations, warranties, terms, conditions, undertakings, or collateral agreements (express, implied or statutory) between the parties other than as expressly set forth in these Terms and Conditions of Use.

By accepting these Terms and Conditions of Use, you acknowledge that you have the authority and capacity to do so.