

Website Access Agreement



RBC Wealth Management®

RBC Wealth Management, a division of
RBC Capital Markets Corporation, Member NYSE/FINRA/SIPC.

Website Access Agreement

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- Guest: Any user of the Site other than a current client of RBC Wealth Management.
- Client: Any current client of RBC Wealth Management. If you are an RBC Wealth Management client, this Agreement is in addition to, and does not nullify, any other agreement between you and RBC Wealth Management governing the conduct of your relationship with RBC Wealth Management.

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1. Services Provided

A Guest and/or client will be deemed to accept and agree to be bound by the terms and conditions of this Agreement by using the Site. See section 7. RBC Wealth Management shall provide you with electronic access, through your computer or other electronic device (collectively "Computer"), to the Information, including, but not limited to, the provision of Information through the Site by means of an unaffiliated Internet service provider (the "Provider") and the ability to communicate electronically with RBC Wealth Management ("E-mail"). RBC Wealth Management may cancel or change the Information at any time upon printed or electronic notice. Your continued use of the Information following the posting or other notice of any changes will constitute your acceptance of such changes. You agree not to attempt to connect to the Site, to use the Information or to view any of the Information if you do not agree to the terms of this Agreement.

2. Electronic Communication

The Information permits you to communicate electronically by sending an E-mail message to RBC Wealth Management. You agree not to use E-mail for the transmission of orders to purchase or sell a security or to transfer funds, or to transmit any personal credit

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- (d) In the event you use the Site, the Information, or the links included on the Site to gain access to a World Wide Web site or an Internet location or source of information of any company, organization or person other than RBC Wealth Management, or to any other Internet location, you acknowledge that such other sites or locations are not under the control of RBC Wealth Management, you agree that RBC Wealth Management shall not be responsible for any information or other links found at any such World Wide Web site or Internet location or sources of information, or for your use of such information, and you agree that RBC Wealth Management does not endorse such links. RBC Wealth Management provides such links only as a convenience to you, and has not tested any software or verified any information found at such sites. The fact that RBC Wealth Management has provided a link to another site does not signify an endorsement of the site or its contents by RBC Wealth Management. There are inherent risks in the use of any software or information found on the Internet, and you acknowledge that you understand these risks before making any use of the Site or the Information.
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- (d) IN ADDITION TO AND WITHOUT LIMITING THE FOREGOING, RBC WEALTH MANAGEMENT SHALL NOT BE LIABLE FOR ANY HARM CAUSED BY THE TRANSMISSION, THROUGH THE INFORMATION, OF A COMPUTER VIRUS, OR OTHER COMPUTER CODE OR PROGRAMMING DEVICE THAT MIGHT BE USED TO ACCESS, MODIFY, DELETE, DAMAGE, CORRUPT, DEACTIVATE, DISABLE, DISRUPT, OR OTHERWISE IMPEDE IN ANY MANNER THE AVAILABILITY OF THE INFORMATION OR ANY OF YOUR SOFTWARE, HARDWARE, DATA OR PROPERTY.
- (e) IN ADDITION TO AND WITHOUT LIMITING THE FOREGOING, RBC WEALTH MANAGEMENT MAKES NO REPRESENTATION AND ASSUMES NO LIABILITY REGARDING THE QUALITY, SAFETY, ACCURACY, OR SUITABILITY OF ANY INFORMATION OR SOFTWARE FOUND ON ANY OTHER SITE NOT UNDER RBC WEALTH MANAGEMENT'S CONTROL.
- (f) RBC WEALTH MANAGEMENT AND ITS AFFILIATES, AGENTS AND LICENSORS SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES INCURRED BY YOU RELATED IN ANY WAY TO YOUR USE OF THE INFORMATION. EXCEPT AS OTHERWISE PROVIDED BY LAW, RBC WEALTH MANAGEMENT SHALL HAVE NO LIABILITY FOR LOSSES CAUSED BY THE NEGLIGENCE, ACTIONS OR FAILURE TO ACT OF THE PROVIDER OR ANY THIRD PARTY PROVIDER, AND TO THE EXTENT PERMITTED BY LAW, NEITHER RBC WEALTH MANAGEMENT NOR THE PROVIDER OR ANY THIRD PARTY PROVIDER SHALL BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (REGARDLESS OF WHETHER SUCH DAMAGES ARE REASONABLY FORESEEABLE), OR FOR ANY LOSS THAT RESULTS FROM A CAUSE OVER WHICH RBC WEALTH MANAGEMENT OR ANY OTHER SUCH ENTITY DOES NOT HAVE CONTROL, INCLUDING, BUT NOT LIMITED TO, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, UNAUTHORIZED ACCESS, STRIKES, FAILURES OF COMMON CARRIER OR UTILITY SYSTEMS, SEVERE WEATHER, OR OTHER CAUSES COMMONLY KNOWN AS "ACTS OF GOD".

5. Your Representations and Warranties

You hereby represent and warrant that you are of the age of majority.

6. Confidentiality

RBC Wealth Management shall use reasonable precautions to maintain the confidentiality of the information you have provided to RBC Wealth Management and information you have created, input or developed in connection with your use of the Information, but because such information can be accessed through the Internet, you hereby acknowledge and agree that there can be no assurance that the

information, and material provided to you through the Information, or any communication through e-mail will remain secure. In addition, RBC Wealth Management may disclose such information to its employees, representatives, officers, agents and affiliates, as well as a government entity or any other third party agent or data or information provider (a) for any purpose related to the conduct of RBC Wealth Management's business or to the offering, providing, or maintaining of the Information, (b) to comply with applicable rules, orders, subpoenas or other legal process, or in order to give information to any government agent or official requesting such information or (c) for any other legitimate business purpose.

7. Governing Law

Except for statutes of limitation applicable to claims, this Agreement and all the terms herein shall be governed by and construed in accordance with the laws of the State of Minnesota without giving effect to principles of conflicts of law. By browsing or accessing this Site, you accept and agree to be bound by the laws of such jurisdiction. In the event that you do not agree to be bound by such laws, you must immediately discontinue your browsing or access to this Site. The statute of limitations applicable to any claim shall be that which would be applied by the courts of the state in which you reside. You agree that any action to enforce this Agreement shall be brought in the federal courts located in Minneapolis, Minnesota.

8. Termination

Either you or RBC Wealth Management may terminate this Agreement and your access to the Information at any time with or without notice. RBC Wealth Management may discontinue or change the Information, or its availability to you, at any time. Paragraphs 4, 6 and 11 shall survive the termination of this Agreement.

9. Assignment

The rescue and/or any commercial redistribution of the Information is not permitted. This Agreement and your rights and obligations hereunder may not be assigned by you without the written permission of RBC Wealth Management and shall inure to the benefit of RBC Wealth Management, its successors and assigns whether by merger, consolidation or otherwise. RBC Wealth Management may assign this Agreement or any of its rights or obligations under this Agreement to a company affiliated with RBC Wealth Management, or to a successor to an assignee of RBC Wealth Management or to any other third party.

10. Miscellaneous

- (a) This Agreement represents the complete and exclusive statement of the agreement and understanding between you and RBC Wealth Management, regarding our rights to access and use the Information on the Site, and supersedes

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- (b) RBC Wealth Management's failure to insist at any time upon strict compliance with any term of this Agreement, or any delay or failure on the part of RBC Wealth Management to exercise any power or right given to RBC Wealth Management in this Agreement, or a continued course of such conduct on the part of RBC Wealth Management shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise preclude any other future exercise, all rights and remedies given to RBC Wealth Management in this Agreement are cumulative and not exclusive of any other rights or remedies which RBC Wealth Management otherwise has at law or equity.

11. Indemnification

As a condition of your use of the Site, you hereby agree to indemnify and hold harmless RBC Wealth Management (and its directors, officers, employees, control persons, vendors, licensors and agents), the Provider, and any third party provider from and against any and all claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) arising out of or related to your breach of your agreements, representations and warranties contained in this Agreement or your use of the Information (i) in violation of this Agreement, (ii) in violation of any rights of RBC Wealth Management, the Provider and any third party Information Provider, including copyright, patent, trade secret, trademark, or other intellectual property rights and publicity and privacy rights, or (iii) in violation of any applicable law, rule or regulation. This indemnification shall be binding upon you and your executors, heirs, successors and assigns.

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