

## **WEBSITE TERMS AND CONDITIONS OF USE**

In these Website Terms & Conditions of Use (“Terms”), Peoples Group means Peoples Trust Company and its subsidiaries, including Peoples Bank of Canada. These Terms apply to all Peoples Group websites, unless specifically superseded by other terms and conditions of any website or online service accessible through a Peoples Group website.

### **Your Acceptance of this Agreement**

These Terms constitute an agreement between you and Peoples Group, governing your use of Peoples Group websites and the content, information, and services contained or accessible therein (“Website”). Each time you use the Website, you signify your acceptance and agreement to these Terms. If you do not agree these Terms, you may not use the Website.

### **Changes to these Terms**

Peoples Group may, in its sole discretion, change, supplement or amend these Terms at any time. It is your responsibility to periodically review these Terms for changes. Your continued use of the Website signifies your continued agreement to these Terms, as amended.

### **Content**

Except for certain online services, the Website is for general informational purposes only and is not intended to be a comprehensive, detailed, or personalized source of information about banking, finance, investment, tax, insurance, or financial planning. Peoples Group encourages you to seek personalized, professional advice before making banking, finance, investment, insurance, or financial planning decisions.

Peoples Group takes reasonable care to ensure that the information is accurate when posted to the Website. However, Peoples Group does not warrant or make any representations about the validity, correctness, currency, timeliness, or completeness of the Website. Furthermore, though Peoples Group takes reasonable precautions to ensure the Website is available and free of computer viruses, Peoples Group cannot guarantee that the Website will always be available or virus-free. Peoples Group strongly recommends that you install and use appropriate anti-virus or protective software when accessing the Website.

The Website may contain links to independent third-party websites (“Linked Sites”). These Linked Sites are provided solely for your convenience. Linked Sites are not under Peoples Group control, and Peoples Group is not responsible for and does not endorse the content of such Linked Sites.

### **Internet Banking and Online Services**

Certain portions of the Website relating to specific services, such as internet banking, (“Online Services”) are governed by specific agreements. These Terms apply concurrently with these specific agreements, except where inconsistent. In such cases, the latter shall prevail to the extent of the inconsistency.

### **Security**

Certain Online Services may require you to open an account, which may include setting up a username, password, security questions, and other authentication methods. You are entirely responsible for maintaining the confidentiality of your account information, and for all activity that occurs in your

account as a result of your failing to keep your account information secure and confidential. You agree to notify Peoples Group immediately of any unauthorized use of your account or password, or any other breach of security. Peoples Group cannot and will not be responsible for any loss or damage arising from your failure to comply with these obligations.

### **Privacy**

Peoples Group's Privacy Policy applies to the Website, and its terms are made a part of these Terms by this reference. To view, Peoples Group's Privacy Policy, [click here](#). Additionally, by using the Website, you acknowledge and agree that internet transmissions are never completely private or secure. Peoples Group strongly recommends that you not transmit private or sensitive information to Peoples Group via unsecure means, such as email. Peoples Group cannot and will not be responsible for any loss or damage arising from your transmission of information via email.

### **Currency and Interest Rates**

All references on the Website to currency are to the lawful currency of Canada, unless expressly stated to be otherwise. Interest rates indicated on the Website are subject to change without notice.

### **Disclaimer, Limitation of Liability, and Indemnity**

The Website is provided "as is" and "as available" without any representation, warranty or condition of any kind (whether express, implied or statutory), and including without limitation any representation, warranty or condition or title, non-infringement, merchantability, fitness for a particular purpose, performance, durability, availability, timeliness, accuracy or completeness, all of which are hereby disclaimed by Peoples Group to the fullest extent permitted by law.

Your use of the Website is at your own risk. In no event will Peoples Group and any other parties involved in creating and delivering the Website be liable for any damages, losses or expenses of any kind (including indirect, special or consequential damages) arising from or in connection with the Website, even if Peoples Group, or its representatives, are advised of the possibility of such damages, losses or expenses.

You agree to indemnify and hold Peoples Group, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries, and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against Peoples Group by any third party due to or arising out of or in connection with your use of the Website.

### **Ownership**

The Website and all information (in text, graphical, video and audio forms), images, icons, software, designs, applications, on-line tools, calculators, models, data, and other elements available on or through the Website are the property of Peoples Group and others, and are protected by Canadian and international copyright, trademark, and other laws. Your access to and use of the Website does not transfer to you any ownership or other rights in the Website.

### **Permitted Use of the Website**

The Website may be used only for lawful, personal, and non-commercial purposes. You may print the pages of the Website for your lawful, personal, and non-commercial use, if you do not modify any of the

content and you do not remove or alter any visible or non-visible identification, marks, notices, or disclaimers.

### **Prohibited Use of the Website**

The Website may only be used in the manner described expressly in these Terms. Except as expressly stated otherwise in these Terms, the Website may not be copied, imitated, uploaded, transmitted, modified, indexed, mirrored, or distributed in any way, in whole or in part, without the express written consent of Peoples Group. You may not attempt to gain unauthorized access to any portion or feature of the Website by hacking, password "mining" or any other illegitimate means. You may not probe or test the vulnerability of the Website, nor breach the security or authentication measures on the Website. You may not exploit the Website to reveal any information not intentionally made available on the Website. You agree not to use any device, software, or routine to interfere with the proper working of the Website. You may not use the Website for any purpose that is unlawful or prohibited by these Terms, or to solicit the performance of any illegal activity or other activity which infringes the rights of Peoples Group or others.

### **Available Only Where Permitted by Law**

The products and services described in the pages of the Website are only offered in jurisdictions where they may be legally offered for sale.

### **Applicable Law**

These Terms, your access to and use of the Website, and all related matters are governed solely by the laws of British Columbia, excluding any rules of private international law or the conflict of laws that would lead to the application of any other laws. Any dispute between Peoples Group and you arising from, connected with, or relating to the Website, these Terms, or any related matters (collectively, "Disputes") must be resolved before the Courts of the Province of British Columbia, Canada, sitting in the City of Vancouver, and you hereby irrevocably submit and attorn to the original and exclusive jurisdiction of those Courts in respect of all Disputes. Any proceeding commenced by you or on your behalf regarding a Dispute must be commenced in a court of competent jurisdiction in Vancouver, British Columbia within six months after the Dispute arises, after which time any and all such proceedings regarding the Dispute are barred.

### **Trademark Information**

The Website includes various trademarks, service marks and trade names owned or licensed by Peoples Trust Company. Such trademarks include, but are not limited to, PEOPLES GROUP, PEOPLES TRUST, PEOPLES BANK OF CANADA, and various logos and designs which may or may not bear the ™ or ® symbols. Other product and company names and logos appearing on the Website from time to time, including those of VISA and Master Card, may be registered or unregistered trademarks, service marks, trade names and logos of PBOC or their respective owners. Any use of the trademarks, service marks, trade names or logos displayed on the Website (collectively "Marks"), except as expressly provided in this Agreement, is strictly prohibited. Nothing appearing on the Website or elsewhere will be construed as granting, by implication, estoppel, or otherwise, any licence or right to use any Marks.

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