

TERMS OF USE – CLIENT PORTAL

Effective Date: September 4th, 2023

Welcome to the CSE Client Portal (the Portal) provided by CNSX Markets Inc. (we or us). By accessing or using the Portal, you (you or the user) agree to be bound by the following Terms of Use. Please read these Terms of Use carefully before using the Portal.

1. Acceptance of Terms

- i. By accessing or using the Portal, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use and any additional terms and conditions that may be provided to you by us.
- ii. If you do not agree to these Terms of Use, you may not access or use the Portal.

2. Access and Use of the Portal

- i. You must be at least 18 years old and can form legally binding contracts under applicable law.
- ii. You agree to provide accurate, complete, and up-to-date information when accessing or using the Portal.
- iii. You are responsible for maintaining the confidentiality of your login credentials and for all activities that occur under your account.
- iv. You will have a non-exclusive, non-assignable, non-transferable license to access the Portal for your internal business purposes and for no other purpose. Except as expressly stated otherwise, you agree not to market, sell, distribute, commercialize, reproduce, transfer, disclose, or publish any information, data, or document that you access through the Portal (Information).
- v. Except for Billing Reports, which you may share with third parties, you may only provide limited extracts (i.e., purely ad hoc and insubstantial extracts) of Information to third parties, provided that you have obtained our prior written consent to do so. We will not provide consent for any uses that commercialize the Information including but not limited to: information broking, information vending, publishing or credit rating, substantial reproduction through the press or media, or transmission via any private or public network, cable or satellite system.

3. You agree not to:

- i. Use the Portal for any illegal, fraudulent, or unauthorized purposes.
- ii. Modify, adapt, or hack the Portal or attempt to gain unauthorized access to the Portal.
- iii. Interfere with the proper functioning of the Portal or its servers.
- iv. Transmit any viruses, worms, or other malicious code.

4. Privacy and Data Protection

- i. We are committed to protecting your privacy and handling your personal information in accordance with applicable laws and regulations.
- ii. By using the Portal, you consent to the collection, use, and disclosure of your personal information as described in our [Privacy Policy](#).
- iii. You also consent to us using your personal information to contact you for promotional or other commercial purposes for as long as you continue to access and use the Portal.

5. Intellectual Property

- i. The Portal and its contents, including but not limited to text, graphics, logos, and software, are the property of CNSX Markets Inc. and are protected by intellectual property laws including but not limited to copyright, trade-marks, service marks, patents, and/or other proprietary arrangements and laws and you are only permitted to use the Portal and the documents and Information you access through the Portal as expressly authorized in writing by us.

6. Trading Data and Fees

- i. We make reasonable efforts to ensure the accuracy and timeliness of the trading data and fee information on the Portal. However, we do not guarantee the completeness, accuracy, or reliability of such information.
- ii. In case of discrepancies between the HTML versions of invoices and PDF invoices, the PDF versions will prevail.

7. Limitation of Liability

- i. The Portal is provided on an "as is" and "as available" basis, without any warranties or conditions, expressed or implied.
- ii. We are not liable for any direct, indirect, incidental, special, or consequential damages arising out of or in connection with your use of the Portal.
- iii. We and our service providers expressly disclaim, and you expressly waive, on behalf of the company with which you are associated, all warranties and conditions, express or implied, including without limitation, warranties or conditions of merchantable quality and fitness for a particular purpose or those arising by law, statute, usage of trade or course of dealing.
- iv. Our sole obligation and your sole remedy will be our exercise of reasonable efforts to correct any malfunction and to provide access to the Portal as soon as possible in the circumstances.
- v. You agree that the company with which you are associated will, indemnify and hold harmless and defend CNSX Markets Inc. from and against any and all suits, claims, proceedings at law or

in equity, and any and all liability, loss or damage, including reasonable legal fees, arising out of or in connection with: (i) any losses due to errors in any of the content, information, documents, data or anything else you access using the Portal (ii) any claim made as a result of your non-compliance with any legislation (iii) a breach by you of this User Agreement (iii) any misuse by you of Information obtained from the Portal or (iv) any claim made by any person as a result of any non-compliance by you with these Terms of Use.

8. Availability of Service

- i. We, or our service providers, may implement updates to perform maintenance on or make other changes to the Portal at any time. We will use commercially reasonable efforts to give you advance notice where possible and to advise you where changes will impact the way you can use the Portal.
- ii. The Portal may be unavailable in whole or in part from time to time or may be permanently discontinued at any time. We (or our service providers) will not be liable for any damages arising from any interruption, delay, discontinuance, unavailability or termination of the Portal.

9. Termination

- i. We reserve the right to suspend or terminate your access to the Portal at any time, without prior notice for any reason whatsoever.
- ii. Upon termination, your right to use the Portal will immediately cease, and you must cease all use of the Portal.

10. Governing Law and Jurisdiction

- i. These Terms of Use are governed by the laws of the province of Ontario, Canada and the laws of Canada applicable therein.
- ii. Any dispute arising out of or in connection with the Portal or these Terms of Use shall be subject to the exclusive jurisdiction of the courts of Ontario.

11. Modifications to the Terms

- i. We reserve the right to modify or update these Terms of Use at any time by posting the revised version on the Portal.
- ii. Your continued use of the Portal after any such changes will constitute your acceptance of the modified Terms of Use.

12. Contact Information

- i. If you have any questions or concerns about these Terms of Use or the Portal, please contact us at MarketOps@thecse.com.
- ii. By using the Portal, you acknowledge that you have read, understood, and agreed to these Terms of Use.

13. General

- i. The failure of either party at any time to require performance of any provision will not affect the right to require performance at any other time, nor will the waiver by either party of a breach of any provision be a waiver of any succeeding breach or a waiver of the provision itself.
- ii. If any provision of these Terms of Use is declared illegal, void or unenforceable for any reason, that provision will be severed from these Terms of Use and the remaining provisions will continue in full force and effect.
- iii. We may assign these Terms of Use upon written notice to you. You may not assign these Terms of Use.