THIS AGREEMENT GOVERNS YOUR ACCESS TO AND USE OF ALL WEBSITES, MOBILE CONTENT (DEFINED BELOW) AND SOCIAL MEDIA PAGES (DEFINED BELOW) OPERATED OR MADE AVAILABLE BY OR ON BEHALF OF BLUESHORE FINANCIAL. IN THIS AGREEMENT "BLUESHORE FINANCIAL" MEANS BLUESHORE FINANCIAL, A DIVISION OF BEEM CREDIT UNION OR ANY OF ITS AFFILIATES OR SUBSIDIARIES. BLUESHORE FINANCIAL, GFCU SAVINGS, GULF & FRASER, INTERIOR SAVINGS AND NORTH PEACE SAVINGS ARE TRADE NAMES OF BEEM CREDIT UNION.

THIS AGREEMENT EXEMPTS BLUESHORE FINANCIAL AND OTHER PERSONS FROM LIABILITY OR LIMITS THEIR LIABILITY, AND CONTAINS OTHER IMPORTANT PROVISIONS THAT YOU SHOULD READ.

EACH TIME YOU USE ANY OF THOSE WEBSITES, MOBILE CONTENT OR SOCIAL MEDIA PAGES (EACH A "WEBSITE"), YOU ACCEPT AND AGREE TO BE BOUND BY THE MOST CURRENT VERSION OF THIS AGREEMENT AND ANY APPLICABLE ADDITIONAL TERMS (DEFINED BELOW). IF YOU DO NOT AGREE TO THIS AGREEMENT AND THE APPLICABLE ADDITIONAL TERMS, THEN YOU MAY NOT USE ANY WEBSITE.

# 1. Your Acceptance of this Agreement

This is an Agreement between you and all persons you represent (and for purposes of this Agreement, "person" includes natural persons and any type of incorporated or unincorporated entity or organization) and BlueShore Financial regarding your use of each Website.

Each time you use a Website you signify your acceptance and agreement, and the acceptance and agreement of all persons you represent, without limitation or qualification, to the most current version of this Agreement and the applicable Additional Terms, and you represent and warrant that you have the legal authority to agree to and accept this Agreement and the applicable Additional Terms on behalf of yourself and all persons you represent. If you do not agree with each provision of this Agreement and the applicable Additional Terms, or you are not authorized to agree to and accept this Agreement and the applicable Additional Terms, you may not use the Websites.

In this Agreement: (a) "Mobile Content" means online content made available by or on behalf of BlueShore Financial that is accessed using any mobile app (including an Internet browser app or a mobile app distributed by or on behalf of BlueShore Financial) installed on a mobile device (e.g. a mobile phone or tablet); (b) "Social Media Page" means any page on a social media site (e.g. Facebook, YouTube, Twitter or LinkedIn) operated by or on behalf of BlueShore Financial; and (c) reference to a Website includes all of the Website's content, including all information (in text, graphical, video and audio forms), data, documents and other items, on-line applications, calculators and other tools available on or through the Website, but does not include any distinct products or services (e.g. online banking) that are accessible through a Website and that are governed by a separate Services Agreement (defined below).

If you use a Website on behalf of another person or entity, then in the remaining sections of this Agreement "you" means each of you (the individual user) and the person or entity on whose behalf you use the Website, unless the context expressly indicates otherwise.

### 2. PERMITTED USERS AND ACCESS

Websites may be accessed and used only by individuals located in British Columbia, Canada who are 19 years of age or Junior Members of Beem Credit Union and who can form legally binding contracts under applicable law. Websites are not intended for persons located in any other province of Canada or any jurisdiction outside Canada.

You may not use any Website if you do not accept and agree to this Agreement and all applicable Additional Terms, if you have breached this Agreement or any applicable Additional Terms or if your permission to use the Website has been suspended or terminated by BlueShore Financial. Websites may not be accessed or used by individuals who have had their Membership or online banking services terminated. BlueShore Financial in its discretion may refuse to grant you permission to use any or all Websites, and may restrict, suspend or terminate your permission to use any or all Websites, without any notice or liability to you or any other person.

Certain Websites or portions of Websites (e.g. online banking services) are restricted to authorized individuals who have valid and subsisting credentials (e.g. access card and personal access code) issued or approved by BlueShore Financial. Use of those Websites or portions of Websites and related credentials are subject to the applicable Service Agreement.

BlueShore Financial's products and services referenced on the Websites are available only in British Columbia, Canada, and are not intended for or available to persons resident or located in any other province of Canada or any jurisdiction outside Canada. If you are located outside British Columbia and chose to use a Website, then you do so on your own initiative and at your own risk, and you are solely responsible and liable for complying with all applicable laws (including the laws of the jurisdiction in which you are located).

### 3. CHANGES TO THIS AGREEMENT

BlueShore Financial may change this Agreement from time to time, for any reason, and without any prior notice or liability to you or any other person, by posting a changed agreement on the Website. Each time you use the Website, you should check the date of this Agreement (which appears at the top of this Agreement) and review any updated version in its entirety. By using the Website after this Agreement has been changed, you signify your acceptance and agreement to be bound by the changed agreement. You may not change this Agreement in any manner.

### 4. ADDITIONAL TERMS AND SERVICE AGREEMENTS

In addition to this Agreement, use of a Website may be subject to additional terms and conditions, legal notices and disclaimers on the Website or accessible through links (e.g. "Legal", "Important Notices", "Disclaimers" or "Disclosure") on the Website or otherwise made known to you by BlueShore Financial (collectively the "Additional Terms"). If there is a conflict or inconsistency between this Agreement and any Additional Terms applicable to a Website, then the Additional Terms will take priority and govern.

This Agreement is in addition to and supplements all other agreements that you have (now or in the future) with BlueShore Financial concerning your dealings with BlueShore Financial or products or services provided by BlueShore Financial (each a "Service Agreement"). A Website may describe, or provide access to, a product or service (e.g. online banking) of

BlueShore Financial that is governed by a Service Agreement (e.g. BlueShore Financial's *Personal Account Operating Agreement*). If there is a conflict or inconsistency between this Agreement and a Service Agreement, then the Service Agreement will take priority and govern. Copies of our Service Agreements may be found here or otherwise obtained by requesting a copy from BlueShore Financial.

## 5. APPLICATIONS/ REQUESTS FOR INFORMATION

A Website may include designated online processes that you may use to submit an application for a product or service (e.g. loans) or a request for information (each an "Application/Request").

You will ensure that all information you include in an Application/Request or otherwise submit to BlueShore Financial through or using a Website is true, accurate, current and complete, and that you are authorized to provide the information to BlueShore Financial and to permit BlueShore Financial to use the information. BlueShore Financial will rely on the information you provide. You are solely responsible and liable for all loss, damage and liability that you or BlueShore Financial may incur as a result of your submission of any false, incorrect or incomplete information.

An Application/Request is not effective unless and until it is received, processed and accepted by the responsible representative of BlueShore Financial. BlueShore Financial may refuse to process or accept any Application/Request, or may cancel the processing of any Application/Request, at any time in BlueShore Financial's discretion and without any notice or liability to you or any other person.

If you submit an Application/Request, you authorize BlueShore Financial to respond to the Application/Request by email or other communications

### 6. ERRORS AND CORRECTIONS

BlueShore Financial endeavours to provide accurate information on and through the Websites (including email and text alerts), but errors may occur and information may become out of date. BlueShore Financial does not guarantee the accuracy, completeness, or timeliness of the information available on or through the Websites (including email and text alerts). BlueShore Financial may in its discretion change the information available on or through the Websites (including email and text alerts) at any time and from time to time without any notice or liability to you or any other person. You may obtain complete and up-to-date information by contacting our Solution Centre at 604.982.8000 or 1.888.713.6728 or by contacting a BlueShore Financial branch.

### 7. NO ADVICE

Websites and email and text alerts are for general informational purposes only and are not intended to be a comprehensive or detailed statement concerning the matters addressed; investment, tax, banking, accounting, legal, or other professional or expert advice or recommendations; or an offer, solicitation, or recommendation to sell or buy any stock, bond or other financial instrument or any product or service. Even if information on the Websites is

characterized as "advice" it is intended to be general in nature only and BlueShore Financial does not represent or guarantee that it is comprehensive or adequate for your individual circumstances by characterizing the information as "advice". You should obtain appropriate, qualified professional advice before acting or omitting to act based upon any information provided on or though the Websites (including email and text alerts).

#### 8. ELECTRONIC COMMUNICATIONS

Any unprotected electronic communications (e.g. unencrypted emails and text messages) are not secure or confidential, and are subject to misdirection, interception, loss and possible alteration. For those reasons, BlueShore Financial discourages the use of unencrypted email and other unprotected electronic communications to send sensitive or confidential information to BlueShore Financial. If you use unprotected electronic communications with BlueShore Financial, or if you request that BlueShore Financial communicate with you using unprotected electronic communications, then you do so at your own risk and BlueShore Financial will not be responsible or liable to you or any other person for any resulting loss, damage or liability.

#### 9. PERSONAL INFORMATION PRIVACY

By using a Website, you consent to the collection, use, disclosure and retention of your personal information (including information about your use of the Website and other websites) by or on behalf of BlueShore Financial as explained in the BlueShore Financial Personal Information Protection Policy and the terms of the <a href="Website Privacy Statement">Website Privacy Statement</a> as each is revised from time to time and as otherwise permitted by applicable law.

#### 10. PERMITTED AND PROHIBITED USES OF WEBSITES

You may use a Website for your lawful, personal and non-commercial purposes, only in the manner purposefully made available by the Website and only in accordance with this Agreement, all applicable Additional Terms and all applicable laws. Use of a Website for any other purpose or in any other manner is strictly prohibited. You agree to abide by these restrictions.

Links to the Websites without the express written permission of BlueShore Financial are strictly prohibited. To request permission to link to the Websites, please contact <a href="mailto:ecommerce@blueshorefinancial.com">ecommerce@blueshorefinancial.com</a>. BlueShore Financial reserves the right to cancel and revoke any permission it may give to link to the Websites at any time, for any reason, without any notice, and without any liability to you or any other person.

You will not: (a) attempt to circumvent the ordinary navigational structure, technical delivery systems or display of a Website or attempt to access or use a Website by any means that is not purposely made available for that purpose by BlueShore Financial; (b) use a Website in a way that interferes with or disrupts the security, integrity, functionality, operation or performance of the Website or any related computer system, network or data; (c) license, sublicense, grant, sell, transfer, assign, pledge, copy, reproduce, distribute, imitate, publish, republish, translate, publicly display, publicly perform, transmit, distribute, create any interest in, commercially exploit, or otherwise give or make available or permit access or use of a Website to or for the benefit of any other person; (d) index, crawl, catalogue, mirror, frame, scrape, cache or

otherwise collect or mine data from a Website for any purpose whatsoever, using any technologies, tools or methods (including robots, spiders, crawlers, or other automatic devices, programs or methodologies) whatsoever; (e) alter, violate, circumvent, conceal, modify or remove any notices (including proprietary rights notices), proprietary codes or locks, means of identification, digital rights tools or management information, technological protection measures, security or control measures, or agreements on, in or in relation to a Website; or (f) authorize, permit, assist, encourage or enable any other person to do any of the foregoing or to use a Website in a way that would constitute an infringement of the rights of BlueShore Financial or a breach of this Agreement or any applicable Additional Terms if it were done by you. The foregoing restrictions do not apply if and to the extent, but only to the extent, that the restrictions are prohibited by applicable law.

### 11. DISCLAIMER AND NO LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU USE WEBSITES AT YOUR OWN RISK AND BLUESHORE FINANCIAL DOES NOT ACCEPT ANY LIABILITY ARISING FROM YOUR USE OF ANY WEBSITE.

**GENERAL DISCLAIMER:** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. EACH WEBSITE IS MADE AVAILABLE AND PROVIDED TO YOU ON AN "AS IS". "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS AND WITHOUT ANY REPRESENTATIONS. WARRANTIES, CONDITIONS OR GUARANTEES OF ANY NATURE OR KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, OR ARISING FROM CUSTOM OR TRADE USAGE OR BY ANY COURSE OF DEALING OR COURSE OF PERFORMANCE. INCLUDING ANY REPRESENTATIONS. WARRANTIES. CONDITIONS OR GUARANTEES OF OR RELATING TO ACCURACY, COMPLETENESS, CURRENCY, DELAYS, ERRORS, FITNESS FOR A PARTICULAR PURPOSE, LACK OF NEGLIGENCE, VIRUSES OR OTHER HARMFUL COMPONENTS, MERCHANTABILITY, NON-INFRINGEMENT, OPERATION, PERFORMANCE, RELIABILITY, RESULTS, QUALITY, SUITABILITY, TIMELINESS OR TITLE, ALL OF WHICH ARE HEREBY WAIVED BY YOU AND DISCLAIMED BY BLUESHORE FINANCIAL TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW; AND NO REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES WILL BE CREATED BY ANY ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, PROVIDED BY OR ON BEHALF OF BLUESHORE FINANCIAL. IF YOU ARE DISSATISFIED WITH A WEBSITE. YOUR SOLE REMEDY IS TO DISCONTINUE USE OF THE WEBSITE.

ONLINE TOOLS DISCLAIMER: WITHOUT LIMITING THE GENERAL DISCLAIMER ABOVE, THE ONLINE TOOLS (INCLUDING APPLICATIONS AND CALCULATORS) AVAILABLE ON OR THROUGH A WEBSITE ARE FOR INFORMATIONAL OR GENERAL ILLUSTRATIVE PURPOSES ONLY, AND ARE NOT GUARANTEED TO BE ACCURATE, COMPLETE OR CURRENT. THE INFORMATION AND RESULTS PROVIDED BY THE ON-LINE TOOLS ARE BASED UPON ASSUMPTIONS, PROJECTIONS AND DATA THAT MAY NOT BE CORRECT OR APPLICABLE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BLUESHORE FINANCIAL DISCLAIMS ANY AND ALL LIABILITY REGARDING YOUR USE OF THE ON-LINE TOOLS.

**OTHER DISCLAIMERS:** WITHOUT LIMITING THE GENERAL DISCLAIMER ABOVE, BLUESHORE FINANCIAL DOES NOT GIVE ANY REPRESENTATION, WARRANTY, CONDITION OR GUARANTEE THAT WEBSITES WILL BE COMPATIBLE WITH YOUR

COMPUTER AND RELATED EQUIPMENT, SOFTWARE AND SERVICES, THAT WEBSITES WILL BE AVAILABLE, WILL FUNCTION WITHOUT INTERRUPTION, WILL BE FREE OF ERRORS OR THAT ERRORS WILL BE CORRECTED, THAT WEBSITES WILL MEET YOUR REQUIREMENTS, THAT CERTAIN OR ANY RESULTS MAY BE OBTAINED THROUGH THE USE OF WEBSITES, OR THAT USE OF WEBSITES WILL NOT RESULT IN THE TRANSMISSION OF VIRUSES OR HARMFUL COMPONENTS. YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR OBTAINING, PROVISIONING, CONFIGURING, MAINTAINING, PAYING FOR, AND PROTECTING FROM LOSS AND DAMAGE (INCLUDING TRANSMISSION OF VIRUSES AND OTHER HARMFUL COMPONENTS), ALL EQUIPMENT (INCLUDING COMPATIBLE COMPUTING DEVICES), SOFTWARE AND SERVICES (INCLUDING INTERNET ACCESS AND MOBILE DATA SERVICES) NECESSARY FOR YOUR USE OF WEBSITES, AND FOR PROTECTING (INCLUDING BY MAKING BACKUPS) ALL OF YOUR DATA.

NO LIABILITY: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL BLUESHORE FINANCIAL OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, OR REPRESENTATIVES, JOINTLY AND SEVERALLY, BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR LIABILITY (INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES) ARISING FROM, CONNECTED WITH OR RELATING TO YOUR USE OF, OR INABILITY TO USE, A WEBSITE OR ANY RELATED MATTER, UNDER ANY THEORY (INCLUDING CONTRACT, TORT, STRICT LIABILITY, STATUTORY LIABILITY OR ANY OTHER THEORY OF LAW), REGARDLESS OF ANY NEGLIGENCE OR OTHER FAULT OR WRONGDOING (INCLUDING FUNDAMENTAL BREACH OR GROSS NEGLIGENCE) BY OR ON BEHALF OF BLUESHORE FINANCIAL OR ANY PERSON FOR WHOM BLUESHORE FINANCIAL IS RESPONSIBLE, EVEN IF OTHER REMEDIES ARE NOT AVAILABLE OR DO NOT ADEQUATELY COMPENSATE YOU OR ANY OTHER PERSON FOR THE LOSS. DAMAGE AND LIABILITY AND EVEN IF BLUESHORE FINANCIAL KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF THE POTENTIAL LOSS, DAMAGE OR LIABILITY BEING INCURRED.

**RESERVATION:** THE LAWS IN SOME JURISDICTIONS PROHIBIT OR LIMIT THE DISCLAIMER OF CERTAIN WARRANTIES AND CONDITIONS OR THE EXCLUSION OR LIMITATION OF CERTAIN LIABILITIES, AND SO THE DISCLAIMERS AND LIABILITY EXCLUSIONS AND LIMITATIONS IN THIS AGREEMENT MIGHT NOT APPLY TO YOU.

**RISK ALLOCATION**: THE ALLOCATION OF RISK SET OUT IN THIS AGREEMENT IS AN ESSENTIAL PART OF THE BARGAIN BETWEEN YOU AND BLUESHORE FINANCIAL AND AN INDUCEMENT TO YOU AND BLUESHORE FINANCIAL TO AGREE TO THIS AGREEMENT.

All references to currency on the Websites are in Canadian funds, unless indicated otherwise. Interest rates, product descriptions, fees, and other information about our services on the Websites are provided for information only and subject to change. Publications on the website are not an offer to contract on these terms or at these published rates. Mutual fund unit values and investment returns are subject to market fluctuations. Investments in mutual funds, stock, bonds, or other equities are not guaranteed by BlueShore Financial, the Canada Deposit Insurance Corporation or the Credit Union Deposit Insurance Corporation, or otherwise.

### 12. OWNERSHIP

Each Website and the technologies and data used to operate each Website and all related proprietary rights (including copyright) are owned solely by BlueShore Financial and its licensors and are protected by Canadian and international intellectual property laws. Your use of a Website will not give you any right, title or interest in, to or associated with the Website or any related technologies and data. All Rights Reserved.

#### 13. TRADEMARKS

BlueShore Financial and its logo are trademarks, service marks and trade names owned or licensed by BlueShore Financial. Other product and company names and logos appearing on the Website from time to time may be registered or unregistered trademarks, service marks, trade names and logos of BlueShore Financial and its licensors and third parties. Any use of the trademarks, service marks, trade names or logos displayed on the Websites (collectively "Marks"), except as expressly provided in this Agreement, are strictly prohibited. Nothing appearing on the Websites or elsewhere will be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Marks.

### 14. MOBILE DEVICES AND MOBILE CONTENT

If you access a Website using a mobile device (e.g. a mobile phone or tablet), then the Website displayed on your mobile device may be different from the Website displayed on a personal computer.

If you download a mobile app distributed by or on behalf of BlueShore Financial, then your use of the mobile app may be governed by an end user license agreement, a copy of which may be available through the relevant app store or download page, accessible through a link provided by the mobile app or included in the mobile app. By downloading and installing a mobile app, you agree to be bound by the applicable end user license agreement. If you do not agree to the applicable end user license agreement, then you may not download or use the mobile app.

You are solely responsible for all fees (including Internet access and mobile data services) that you might incur by using a mobile device to access a Website.

#### 15. SOCIAL MEDIA PAGES

Your use of a Social Media Page is governed by this Agreement and any general terms of use (including acceptable use policy) of BlueShore Financial applicable to the Social Media Page, if any, and as established and amended by the operator of the social media site, which constitute Additional Terms. BlueShore Financial are not responsible or liable for any act or omission (including any social media posting) by any user of a Social Media Page, or any act or omission by or on behalf of the operator of any social media site.

### 16. OTHER BUSINESSES AND SITES

For your convenience, a Website may include advertisements for, information about, or links to other businesses or internet sites or resources (including software downloads) operated by independent persons (collectively "Other Businesses and Sites"). Other Businesses and Sites

are independent from BlueShore Financial. BlueShore Financial does not endorse or approve any Other Businesses and Sites or any information, products or services available from or through Other Businesses and Sites. BlueShore Financial does not have any responsibility or liability for or control over Other Businesses and Sites, the information, products and services available from or through Other Businesses and Sites or the privacy practices of Other Businesses and Sites. Your dealings with or use of Other Businesses and Sites are at your own risk, and you will not make any claim against BlueShore Financial arising from, connected with, or relating to your dealings with or use of Other Businesses and Sites or any information, products and services available from or through Other Businesses and Sites.

#### 17. FEEDBACK

If you give BlueShore Financial any feedback (including any comments, ideas or suggestions for corrections, enhancements or improvements) regarding the Websites, then BlueShore Financial and its successors, assigns, licensors, data providers and licensees may use the feedback for any and all purposes (including to support, maintain and improve the Website and other BlueShore Financial products and services) without providing any compensation or attribution to you or any other person.

#### 18. RESTRICTIONS/ TERMINATION

Each Website may contain technologies that restrict or limit the use of the Website (including restrictions based on time or location). BlueShore Financial in its discretion may change, suspend or terminate any Website, or limit, suspend or terminate your use of any Website, effective immediately at any time and without any prior notice or liability to you or any other person. A Website may be interrupted or unavailable from time to time, including for maintenance or due to causes beyond the control of BlueShore Financial, all without notice or liability to you or any other person.

If your permission to use a Website is terminated for any reason, then this Agreement will continue to apply and be binding regarding your access to and use of the Website before termination and all related matters (including all related disputes). Each of sections 11 (Disclaimer and No Liability); 10 (Permitted and Prohibited Uses of Websites); 12 (Ownership); 9 (Personal Information Privacy); 16 (Other Businesses and Sites); 17 (Feedback); 18 (Restrictions/Termination); 19 (Governing Law and Dispute Resolution); and 20 (Other Matters), and all other provisions in this Agreement necessary for their interpretation or enforcement, will survive the termination of your permission to use Websites and the termination of this Agreement and will remain in full force and effect and binding.

## 19. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement, your access to and use of the Websites, and all related matters are governed solely by the laws of the Province of British Columbia and applicable federal laws of Canada, 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 BlueShore Financial and you or any other person arising from, connected with, or relating to the Websites, this Agreement, access to or use of the Websites, 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, Canada within six (6) months after the Dispute arises, after which time any and all such proceedings regarding the Dispute are barred.

## **20. OTHER MATTERS**

If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful, void, or for any reason unenforceable, then that provision will be deemed to be severed from the rest of this Agreement and will not affect the validity and enforceability of any remaining provisions.

No consent or waiver by BlueShore Financial to or of any breach of this Agreement by you will be effective unless in writing and signed by BlueShore Financial or will be deemed or construed to be a consent to or waiver of a continuing breach or any other breach by you.

The provisions of this Agreement will enure to the benefit of and be binding upon BlueShore Financial and each of their respective successors and assigns and related persons, and you and your heirs, executors, administrators, successors, and personal representatives, and all persons you represent and their respective successors, assigns and related persons. You and the persons you represent may not assign this Agreement or the rights and obligations under this Agreement without the express prior written consent of BlueShore Financial, which may be withheld in BlueShore Financial's discretion. BlueShore Financial may assign this Agreement and its rights and obligations under this Agreement without your consent or the consent of any persons you represent.

BlueShore Financial's records regarding your access to and use of the Websites and any transactions or communications through the Websites or email are, unless shown to be wrong, conclusive evidence of your access to and use of the Websites and of the communications. You agree not to object to the admission of BlueShore Financial's records as evidence in any legal proceeding on the ground that the records are not originals, are not in writing, are hearsay, or are documents containing information extracted from a computer.

The parties have expressly requested and required that this Agreement and all other related documents be drawn up in the English language.

Any rights not expressly granted by this Agreement are reserved to BlueShore Financial.

If you have any questions or comments regarding this Agreement, please contact our Solution Centre at 604.982.8000 or 1.888.713.6728 or a BlueShore Financial branch.