



Terms and Conditions

By accessing this The TELUS Fund web site ("Site") you agree to be bound by the following terms ("User Terms"). This Site is operated by The TELUS Fund. "You" and "your" refer to users of the Site. The Site is the property of The TELUS Fund and its licensors. IF YOU DO NOT AGREE TO THESE USER TERMS, YOU MAY NOT USE THE SITE. The TELUS Fund reserves the right, at its sole discretion to change, add or remove portions of these User Terms, at any time. It is your responsibility to check these User Terms for changes.

- 1. No Warranty or Representation.** While The TELUS Fund uses reasonable efforts to include accurate and up-to-date information on the Site, your use and browsing of the Site is at your risk. Nothing in the Site shall add to or change any contract you may have with The TELUS Fund. Neither The TELUS Fund, its alliance partners, suppliers, affiliates nor any other party involved in creating, producing or delivering the Site is liable for any direct, indirect, incidental, special, consequential, punitive or other damages whatsoever including business interruption, loss of use, data, information, profits (regardless of the form of action, including but not limited to contract, negligence or other tortious act) arising out of or in connection with your access or use of the Site even if The TELUS Fund has been advised of or foresees the possibility of any damages occurring. Without limiting the foregoing, everything on the Site is provided to you "AS IS" WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS, IMPLIED, OR STATUTORY INCLUDING, BUT NOT LIMITED TO, IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE, ACCURACY, TIMELINESS, RELIABILITY, TRUTHFULNESS OR COMPLETENESS OF INFORMATION, DURABILITY, TITLE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR INTER-OPERABILITY OF PRODUCTS OR SERVICES. Changes or updates to the Content of this Site may occur without notice.
- 2. Use of Information.** The information on this Site is for informational purposes only. You agree that you will use the Site and any Content found on the Site solely for your personal, lawful purposes and that you shall not use any information contained in this Site or the links to this Site in any claims, proceedings, suits or actions against The TELUS Fund, its suppliers or affiliates.
- 3. Links.** This Site may contain links to other web sites that are not under the control of The TELUS Fund. The TELUS Fund is not responsible for and makes no representations or warranties concerning the contents of any linked site, any information collection, use or disclosure practices through a linked site or any link contained in a linked site (collectively the "Linked Sites"). It is your responsibility to verify any information contained within the Linked Sites before relying on it. Also, the information contained in the Linked Sites may be changed or updated



at any time without notice. The TELUS Fund provides links to you only as a convenience and the inclusion of any link does not imply endorsement, investigation or verification by The TELUS Fund of the Linked Site. Your use of Linked Sites is at your own risk and may be subject to terms and conditions contained in the Linked Sites, which you should locate and review.

4. **The TELUS Fund Content.** All text, comments, messages information, data, graphics, interfaces, articles, photographs, images, illustrations, artwork, software, trademarks, logos, sounds, music, video and code, including but not limited to the design, structure, selection, co-ordination, expression, "look and feel" and arrangement of the foregoing, (together "Content") on the Site is proprietary and is owned, controlled or licensed by or to The TELUS Fund, and is protected by all applicable laws and rights (including but not limited to) trade mark and copyright laws, various other intellectual property rights and laws and unfair competition laws. Except as permitted by these User Terms or otherwise by Canadian laws, no part of the Site and no Content may be reproduced, transmitted, copied, published, republished, mirrored, uploaded, posted, displayed, encoded, translated, transmitted or distributed in any form or by any means or stored in any retrieval system of any nature in any way without The TELUS Fund' consent.
5. **Monitoring.** The TELUS Fund is under no obligation to monitor the Site and assumes no responsibility or liability should any content on the Site be modified or altered in any way without The TELUS Fund' consent. However, you agree that The TELUS Fund has the right to, without notice or liability, monitor use of the Site and monitor, review and retain such content, material or information; and/or disclose to third parties any information or any content, material or information associated with the Site by or about you or your use of the Site if The TELUS Fund believes that such activity is necessary to provide access to the Site, ensure adherence to or enforce these User Terms or other TELUS Fund policies or guidelines, comply with any laws or regulations, respond to any allegation of illegal or unlawful conduct or omission or claimed violation of third party rights, or protect itself or others. The TELUS Fund reserves the right in its sole discretion to issue any response it considers appropriate if The TELUS Fund becomes aware of any inappropriate use of the Site, including without limitation uses that may constitute infringement of intellectual property rights. We will also encourage you to report any inappropriate content to us by email at info@telusfund.ca.
6. **Consent.** You acknowledge that you have read and consented to the [TELUS Privacy Commitment](#) (as it may be updated from time to time) (the "TELUS Privacy Commitment") to which The TELUS Fund also adheres.
7. **Viruses.** The TELUS Fund assumes no responsibility and shall not be liable for any damages by malicious programs including viruses, worms or other forms of contamination or activity that may infect your computer equipment or other property or any other damage to the same on account of your access to, use of



or browsing in the Site or your downloading of any materials, data, text or images from the Site.

8. **Right of Indemnification.** You agree to defend, indemnify and hold The TELUS Fund, its suppliers, alliance partners, affiliates and related companies harmless from and against any and all claims, liabilities, costs and expenses, including reasonable legal fees related to any violation of these User Terms by you, or in connection with your use of the Site or with the placement or transmission of any message or information on the Site by you.
9. **Limitation of Liability.** Under no circumstances, including but not limited to one or more of the following: negligence, gross negligence, negligent misrepresentation or fundamental breach; shall The TELUS Fund, its alliance partners, suppliers, affiliates and each of their respective directors, officers, employees, consultants and agents be liable for any direct, indirect, incidental, special or consequential damages or any loss that results directly or indirectly from the use or the inability to use any content or information on the Site or the transmission of confidential or sensitive information over the internet. These limitations apply regardless of whether the party liable or allegedly liable was advised, had reason to know or knew of the possibility of such damages. You acknowledge and agree that neither The TELUS Fund nor its alliance partners, suppliers, affiliates, nor each of their respective directors, officers, employees, consultants and agents shall be liable for any defamatory, offensive, unlawful or illegal conduct of any user including you.
10. **Non-Waiver.** The TELUS Fund' failure or delay in insisting upon or enforce strict performance of any provision of these User Terms shall not be construed as a waiver of any provision or rights.
11. **Governing Laws.** By visiting the Site, you agree that these User Terms shall be governed by and construed in accordance with the laws of the province of British Columbia and the federal laws of Canada applicable therein and you agree to be bound by the laws of these jurisdictions.
12. **Miscellaneous.** These User Terms, including all other documents incorporated by reference herein, are binding and constitute an agreement between The TELUS Fund and you with respect to your use of this Site. If any part of the User Terms is determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions hereof.
13. Last Updated: December 2020