



FORMS & FUNDS

Welcome to Forms and Funds!

You are about to enter into a contract that binds you. We invite you to read these terms carefully before using the site and/or subscribe to the Forms and Funds service. These "Terms and conditions of use" (hereinafter: the "Terms of Use") constitute an agreement governing the use of the site located at the URL addresses <https://formsandfunds.com/>, <https://formulairesetfonds.com/>, or at any other address added or substituted to it (hereinafter: the " Site ").

Specifically, these terms apply to the relationship between the owner and operator of the Site, Forms and Funds Inc. (hereinafter: "FormsandFunds" or "we") and you, as a visitor or as a user registered on the Site, as the case may be (hereinafter: the "user (s)", or "you"), with respect to the use of the Site, including the various features and related services that are made available to you on the Site (hereinafter : the "Service").

As soon as you use the Site, you agree to all terms and conditions of use contained herein and in the privacy policy posted on the Site, and acknowledge having read and understood them.

It is important to know that Forms and Funds can modify these terms and any policies or guidelines posted on this Site at any time at its discretion. If you use this Site after the posting of a modification, you agree to it. You are responsible for checking the changes made to the terms, policies or guidelines regularly.

1. Forms and Funds' mission

Forms and Funds' mission is to help advisors win! We empower and inspire advisors to be peak performers, be on the top of their game, and focus on high value tasks that make the biggest impact on their financial goals.

2. Forms and Funds products

To achieve this ambitious goal, Forms and Funds offers a series of innovative and user-friendly products, each providing its share of benefits for users.

2.1. Forms and Funds

FormsandFunds" is a web application allowing the user to quickly and easily find and download the administrative forms of most Canadian insurance and mutual funds companies, thanks to its revolutionary and unique search engine.

3. Personal use only

We are pleased to offer the functionalities of FormsandFunds' products to any person whose occupation is to serve its personal clientele, insofar as the use is limited to that person's personal customers or, else, to customers of that person's employer.

4. Accuracy and veracity of the information

Any information (the "Information") that you provide as part of the registration process, and any information transmitted, displayed, published or disseminated on the Site or through the Site, must be correct, as far as you know. Personal and/or identity information (hereinafter "Personal Information") provided when registering and creating your user account, must be accurate, valid, complete and up-to-date.

4.1. Subsequent Modification of the Information in the User Account

You may change your password at any time using the procedure provided for this purpose, as well as the information registered in your user account. You agree, inter alia, to maintain your email address active for the duration of your use of the Site as a user. If you change address, you must complete your change of address in your user account as soon as possible.

4.2. Irregular information

If there are reasonable grounds to believe that you have displayed, published or posted on the Site or through the Site information which is inaccurate or if the Personal Information in your user account is not accurate, valid, complete or up-to-date, FormsandFunds may, at any time, deny your access to the Site or some of its features, suspend your right to use the Service or close your user account. On the other hand, FormsandFunds has no obligation to verify the accuracy, validity or usefulness of Information and/or Personal Information you transmit.

5. Illegal, Prohibited or Forbidden Actions

If you use this Site or the Service offered on this Site, you agree not to perform and not to allow performance of the following acts:

- Post, link or otherwise publish or transmit any information false or misleading, unlawful, threatening, abusive, harmful, defamatory, pornographic or indecent, that violates the right of third parties or that conveys any other form of illegal content.
- Do abusive, frivolous or vexatious use of the Site and/or of the Service for the sole purpose of causing a loss of time or harm.
- Disguise the origin of any information transmitted.
- Impersonate another individual or other entity or make false representations with respect to any affiliation with any person or entity.
- Post or transmit any information that contains viruses, files or code designed to interrupt, destroy, corrupt, or reduce the functionality of this Site or any site, computer or computer equipment directly or indirectly connected to this Site.
- Promote the sale of products and/or services.

- Do “deep-linking”, “data-scraping”, use robots or other automated method to monitor any portion of the site or its contents to acquire, access, copy or otherwise reproduce or bypass the navigation structure or presentation of the Site or its contents, in order to obtain or attempt to obtain any document or information, in any manner whatsoever, that you would otherwise be entitled to obtain. FormsandFunds reserves the right to block any such activity or similar activity.
- Test security or attempt to penetrate FormsandFunds’ servers or trace or make a "reverse look-up" of information transmitted by Site users.

6. Intellectual property

The content of the Site and the Service offered on the Site, the design of the Site, its layout and the trademarks displayed on the Site are the property of FormsandFunds and / or its partners and are protected by the laws on Copyright, trademark, unfair competition and any other applicable law, as the case may be, and may not be copied or retransmitted, in whole or in part, without the express permission of FormsandFunds.

6.1. Limited site license

You are authorized to use this Site within the limits expressly provided for in these Terms of Use. You cannot use this Site for any other purpose without the express written consent of FormsandFunds. Without any limitation, without this written consent, you cannot modify, reproduce, distribute, retransmit, display, publish, grant any license, assign or sell the content, information, products or services obtained from this Site, or create derivative works thereof.

6.2. Transmission of content

When you transmit content through the use of the Service, whether it be texts, photographs, audio or video files or other forms of content (hereinafter: your “Content”), you are entirely responsible for your Content. You declare that you are the author of your Content and legitimate holder of all rights therein, or else, you declare having obtained all the necessary authorizations in good and due form, allowing you to use your Content in accordance with these Terms of Use.

6.3. License to use your content

You grant FormsandFunds a non-exclusive license to use, in the context of the Service, any Content downloaded, displayed or transmitted by you on the Site or through the Site, in accordance with the terms laid down in the present Terms of Use, without territorial restrictions, and this, for the duration of the maintenance of your user account on the Site.

6.4. Trademarks

FormsandFunds and its logo are trademarks of Forms and Funds Inc. and are for its exclusive use. No use of these trademarks is permitted without written permission.

The text, images, graphics, graphical interfaces, videos, photographs, trademarks, logos, sounds, music, work or computer code, including but not limited to structure or design are protected by Canadian and international Copyright and trademark rights. They are for FormsandFunds' exclusive use and may not be used without the express permission of FormsandFunds.

Except as provided in these Terms of Use, no intellectual property or content may be copied, reproduced, republished, downloaded, posted, publicly displayed, encrypted, translated, transmitted or distributed in any way, including mirroring, to any computer, server, website or other publication or distribution medium for any private, commercial or public use without the express written permission of Forms and Funds Inc.

7. Commitments of FormsandFunds and Limitations of Warranty

FormsandFunds undertakes to act to the best of its abilities to ensure the proper functioning of the Site and provide uninterrupted access to its Service. FormsandFunds is committed to act in the best of its abilities and make its best efforts to provide its clients a high-end Service that meets their needs.

7.1. Limitations of warranty with respect to the performance of the service

FormsandFunds does not provide any guarantee whatsoever that the Website and/or the Service will fully respond to the expectations of the users of the Service, and more particularly, that they will find everything that they are looking for. In no event shall

FormsandFunds be held liable for the results achieved by users as a result of their use of the Service, nor for the accuracy of such results. Also take note that we make every effort to keep our database up-to-date, but we cannot guarantee that it is such at all times.

7.2. Limitations of warranty with respect to the Site

In view of the potential instability of the Internet and to the extent permitted by law and by any applicable regulations, FormsanFunds offers no guarantee, whatsoever, in regards to the technical and/or commercial performance of the Site. FormsandFunds offers no guarantee that the services available on the Site will be uninterrupted, secure or free of any error and that any defect identified in the features or in the software used, if any, will be corrected. You will be solely responsible for any damage to your computer or any loss of data resulting from the download of any material through the Site.

7.3. Limitation of Liability for Damages

The sole recourse of a User against FormsandFunds or its representatives is to stop using the Site. To the extent permitted by applicable law and regulations, FormsandFunds shall not be liable for any direct or indirect, exemplary or punitive damages that may arise from the use or inability to use the Site and / or the Service, including any damage associated with loss of profits, loss of opportunity, interruption of Service or loss of data, whether or not FormsandFunds has been advised of the likelihood of such damages. Notwithstanding the foregoing, if FormsandFunds or its representatives are held liable for any damages whatsoever, the quantum of such damages shall not exceed the greater of: The total amount of fees paid by the User for the use of the Site; -\$ 500 Canadian.

7.4. Limitations of Warranty with respect to Third Party Content

FormsandFunds may not be held liable in any way whatsoever regarding any content displayed, transmitted or otherwise communicated on the Site or through the Site including your Content and that of users, collaborators, sponsors or any third party.

7.5. Limitation of Warranty with respect to the Mandates, Services and Legal Opinions Provided

FormsandFunds is not a law firm or a consulting firm and provides no legal or other opinion of any kind through the Site. Any publication provided or displayed on the Site or through the Site, if any, is the sole and entire responsibility of its author, and does not engage FormsandFunds' responsibility in any way whatsoever. However, if FormsandFunds was advised or had reasonable grounds to believe that an opinion or other document posted on its Site or transmitted via its Site was wrong, harmful, illegal or violated the rights of third parties, it reserves the right to remove it, with or without prior notice, at its sole discretion.

8. Sanctions and indemnity for contravention

FormsandFunds reserves the right, in its sole discretion, to suspend, temporarily or permanently, your access to the Site and/or Service or some of its features, and to take any other measure deemed appropriate, depending on the circumstances, where FormsandFunds has good reasons to believe that you have breached one or the other of your obligations as provided for herein. These measures may include, without limitation, the cancellation of your registration and user account and the transmission of any illegal content to competent authorities. FormsandFunds, without being obliged, reserves the right to notify you by email or otherwise, of your failure, and provide you with the opportunity to remedy.

8.1. Removal of information

FormsandFunds performs regular backups of its systems and files contained therein. You agree that FormsandFunds may delete information or files saved on servers in relation to your user account as a result of your breach of these Terms of Use.

8.2. Indemnity

You undertake to indemnify and hold FormsandFunds and, as the case may be, its employees, agents, rights holders, representatives and/or business partners, harmless against any liability, loss, damage, cost or expense of any kind (including reasonable attorneys' fees), arising out of or in connection with any claim, action or proceeding made or brought as a result of your breach of any of your obligations under these Terms of Use, based on copyright violation, the application of any other relevant law or agreement or any infringement of the rights of third parties, including any monetary or other damage arising out from the performance of any illegal, prohibited or forbidden act under these Terms of Use.

8.3. Notice of third party's default In addition, you agree to notify FormsandFunds and cooperate with the latter if you ever become aware of the performance of any illegal or prohibited activity described in these Terms of Use.

9. FormsandFunds' responsibility with respect to the external websites

9.1. Hyperlinks to External Websites

FormsandFunds is not responsible for the content of other websites accessible through hyperlinks from this Site, including the sites of insurance companies or other partners of FormsandFunds (hereinafter the "linked Sites"), these sites not being created by FormsandFunds and not being under its control. Unless an express reference is made to that effect, FormsandFunds is not affiliated and does not endorse the linked Sites, their owners and managers or the products and/or services available on these sites. This Site is not sponsored by the linked Sites or by their owners or managers. Your navigation in these linked Sites and their inclusion in your favorites are your own responsibility.

9.2. Hyperlinks to the Site

You cannot create a hyperlink to this Site or use this Site in association with any trademark of a third party so as to suggest an endorsement or an association with this Site or FormsandFunds without the express written permission of FormsandFunds. FormsandFunds reserves the right to prohibit the use of a hyperlink to this Site if the context in which this link is used may cause a prejudice to the honor, reputation or commercial interests of FormsandFunds.

10. User's responsibilities

Some features of the Site require the input of e-mail addresses, passwords, security codes and / or other personal information. It is your responsibility to maintain the confidentiality of this information including, but not limited to, never providing a security code to an unauthorized person when requesting an electronic signature processed through the Site. In the event of disclosure to unauthorized persons or in the event of a breach, it is your responsibility to notify FormsandFunds without delay. It is strictly forbidden to use the FormsandFunds account or the

email address of a person other than yourself. It is also prohibited to use a security code that is not intended for you.

10.1. User's declaration

As a User of the Services offered on the Site, you declare and agree to provide only correct information and not to act for a third party. Any signature must be personal and any person who signs by the Site declares to be duly authorized.

10.2. Restriction of access to information

Although FormsandFunds is committed to preserving, to the possible extent, the confidentiality of the information you place on the Site, you release us from this obligation in the event that we provide any information about you in connection with Investigation by a governmental authority or any order to provide information from a court of law or by any law that may require us to provide information kept on its servers that may or may not directly target your particular information.

10.3. Recourse

Any question of interpretation of this User Agreement, as well as any legal action brought against FormsandFunds or against one or more of its Users, must be addressed to a court in the judicial district of Montreal, Province of Quebec, Canada. The law applicable to the interpretation of this Agreement, FormsandFunds' business, shall be the applicable law in the Province of Quebec, Canada.

Any claim shall be made within one (1) year of the cause of action, failing which the parties agree that the right of action shall be deemed to be prescribed, null and void.

10.4. Mediation

Any litigation between FormsandFunds, a User and/or a signatory must, before being presented in a court of justice, be the subject of a mediation session. The mediator appointed for such a session must be a notary who is a member of the Chambre des notaires du Québec.

11. Information about Complaints or Abuse

Any complaints or abuses noticed on the Site or the FormsandFunds servers should be sent by email to the following address: info@formsandFunds.com or to the following mailing address:

Forms and Funds Inc.

404-770 Main St

Moncton, NB, E1C 1E7