

# Website Terms of Use

---

Canada Growth Fund Investment Management  
(CGFIM)

Last revised: October 18, 2023

PLEASE NOTE THAT THESE TERMS OF USE (“TERMS OF USE”) MAY CHANGE FROM TIME TO TIME AND IT IS YOUR RESPONSIBILITY TO CHECK FOR SUCH UPDATES. THE LAST REVISION DATE FOR THESE TERMS OF USE IS SET FORTH ABOVE. THESE TERMS OF USE SHOULD BE READ IN CONJUNCTION WITH [CGFIM'S PRIVACY NOTICE](#).

# Terms of Use for Canada Growth Fund Website

## 1. Purpose and Contents of this Site

This website (“**Site**”) is intended for your personal non-commercial use and information. Information contained on this Site is intended to present you with information concerning the Canada Growth Fund. While we attempt to keep the content accurate and current, information can change at any time. Consequently, we cannot guarantee that all information is current, accurate or complete.

## 2. Ownership and Use of this Site

This Site is owned and operated by Canada Growth Fund Investment Management Inc. (“**CGFIM**”). Use of this Site is subject to these Terms of Use and all applicable laws. All rights not expressly granted in these Terms of Use are reserved by CGFIM. Nothing contained in these Terms of Use shall be construed as conferring by implication, estoppel or otherwise any license or right under any copyright, patent, trademark or other intellectual right of CGFIM or any other person or entity.

## 3. Ownership and Use of CGFIM Materials

Materials on this Site, including but not limited to text, images, illustrations, software, audio clips, video clips and any tools available on this Site (“**Materials**”) are owned or otherwise provided by CGFIM (or its service providers, where applicable), and CGFIM does not represent or warrant that such materials do not infringe the rights of any other person or entity. Trademarks, logos and service marks (collectively, “**Marks**”) displayed on this Site are registered or unregistered Marks of CGFIM and may not be used without written authorization or license of CGFIM. Material on this Site may not be copied, reproduced, republished, uploaded, posted, framed, transmitted, distributed or modified in whole or in part, whether in text, graphical, audio, video or executable form, without the express written consent of CGFIM.

## 4. Hyperlinks

This Site may contain hyperlinks and references to other websites. Such hyperlinks and references are provided to you as a convenience only. CGFIM has not reviewed and does not expressly or implicitly endorse other websites or any information or material, or the accessibility thereof, via such hyperlinks, and does not assume any responsibility for any such other websites, information or material posted thereon, or products or services offered thereon. You may not create hyperlinks from other websites to this Site.

## 5. Security and Risks Related to Internet

This Site has reasonable security measures in place to protect the loss, misuse and alteration of the information under CGFIM's control. Although efforts are taken to ensure no one other than CGFIM (or its service providers, where indicated) will view, seize or obtain your information except to the extent permitted or required by applicable laws, complete confidentiality and security is not possible over the Internet. Use of the internet and communications over the internet are subject to possible interception, loss and alteration. Therefore, you should not communicate any personal information to CGFIM by email, unless adequate security measures are in place in order to ensure the security of the transmission. You recognize that CGFIM, its affiliates and their respective agents, administrators, directors, officers and employees will not be liable in any manner whatsoever, to you or any third parties, for any damage as a result of information transmitted by email to CGFIM or over the Internet, and that all such communications will be made at your own risk.

## 6. Exclusion of Warranties

CGFIM makes no representations or warranties regarding the function and performance of this Site, or the condition of this Site, its suitability for use, or that its use will be uninterrupted or error-free. All Materials and information on this site are provided to you “as is” without warranties of any kind. CGFIM disclaims all warranties or conditions, written or oral, statutory, express or implied, including without limitation, warranties or conditions of merchantability, quality or fitness for a particular purpose. Without limiting the generality of the foregoing, CGFIM does not represent or warrant that the information or Materials, including without limitation any software, accessed from or through this Site, will be uninterrupted or free of errors, defects, viruses or other harmful components, or that any such problems which are discovered will be corrected. These exclusions are in addition to any other exclusions otherwise provided in these Terms of Use. The documents and related graphics published on this server could include technical inaccuracies or typographical errors.

## 7. Limitation of Liability

CGFIM, its affiliates and their respective agents, officers, directors, administrators and employees (the “**CGFIM Group**”) are not responsible for, and may not be held liable to you or any third parties for, any claims, losses, costs, expenses or damages whatsoever, including indirect, incidental, special, consequential, exemplary or punitive damages arising out of or in connection with this Site, the content contained therein, or the access to or use thereof. Without limitation and notwithstanding anything to the contrary, the CGFIM Group shall not be responsible for and shall not be liable to you or to any third parties for any claims, losses, costs, expenses, damages, lost profits, business interruption, loss of programs, or other data on your information handling system or otherwise arising out of or in connection with: (i) failure to perform, delays, interruptions, communication line or system failures including communication malfunctions that affect the transmission, accuracy or timeliness of information, materials, messages, or instructions between you and CGFIM and/or which prevent information, materials, messages or instructions from being transmitted in whole or in part between you and PSP Investments; (ii) your inability to access, at any time, any part of this Site or any content provided on it; (iii) interception, loss or disclosure of confidential or sensitive information transmitted over the internet, including personal information; (iv) lack of suitability, reliability, timeliness or availability of this Site or any content offered on this Site; or (v) CGFIM’s failure to take corrective measures. Your sole and exclusive remedy is to discontinue using and accessing this Site.

## 8. Liability for Computer System

You will at all times remain liable for all damages caused by your computer system as a result of (i) the connection, configuration, or compatibility of the different components of your computer system, (ii) your use of any Materials on the Site, (iii) your access to the Site, or (iv) your downloading of data, software and viruses. CGFIM and its affiliates, agents, directors, officers, administrators and employees do not assume any liability whatsoever for any unauthorized access to your computer system by hackers or the quality, reliability, compatibility or speed of services rendered by your internet service provider.

## 9. Indemnity

You agree at all times to indemnify, defend and hold harmless CGFIM and its affiliates, agents, administrators, directors, officers and employees against all actions, proceedings, costs, claims, damages, demands, liabilities and expenses whatsoever (including legal and other fees and disbursements) sustained, incurred or paid by them, arising from your failure to respect these Terms of Use or an act or omission or your negligence resulting from use of the internet or access to any website, including this Site, by you or any other person to whom you have provided access to your computer system and who is using it on your behalf.

## 10. Severability

If any provision hereof is held illegal, invalid or unenforceable by any competent authority in any jurisdiction, such illegality, invalidity or unenforceability shall not in any manner affect or render illegal, invalid or unenforceable such provision in any other jurisdiction or any other provision hereof in any jurisdiction to Others.

## 11. Modification of these Terms of Use

CGFIM may modify, alter or otherwise update these Terms of Use from time to time, without prior notice, by updating this posting. The date of the last modification will appear at the top of the document. You agree to review these Terms of Use each time you access and use this Site and to be bound by such Terms of Use as are in effect at the time when you access this Site. Your access and use of this Site constitutes irrefutable evidence of your consent to be bound by these Terms and Use as modified, from time to time.

## 12. Survival

These Terms of Use apply while you are accessing the Site and remain in effect thereafter.