

TERMS OF USE

Important notice to users of a National Bank of Canada's website

For the purposes hereof, "we," "us," and "our" means National Bank of Canada, its subsidiaries and affiliates. When the complete name "National Bank of Canada" is used in any paragraph of these terms of use, only this specific entity is contemplated.

When using one of our websites, including a portal and in particular the National Bank Brokers Partner Portal (the "Website"), you accept these terms of use, which are subject to change without notice. Furthermore, you agree to consult these terms of use from time to time and acknowledge that your continuing use of the Website means that you have accepted any changes that may have been made.

These terms of use apply concurrently to specific agreements and rules that govern the Website. In the event these terms of use are incompatible with such specific agreements and rules, the latter will prevail.

Governing legislation

The Website will be governed by, and construed in accordance with, the laws of Canada and the applicable laws of the Province of Québec, without regard to the principles of conflicts of laws. Any litigation, dispute or claim arising from or related to the use of the Website shall be subject to the exclusive jurisdiction of the courts of Québec and you accept to submit to this exclusive jurisdiction in this respect.

Responsibility of the user

As a user of the Website, you agree to use it responsibly and with discretion. You agree to follow both the applicable laws in force and our security standards, which are described under [ABCs of Security](#).

Accessing and using the Website

We cannot guarantee that the Website will be accessible at all times, without interruption, or that it will be free from errors. We shall not be held responsible for any damages that may result from the inaccessibility of the Website or from any difficulties that you may experience while accessing or using the Website, including: an interruption of service; a network failure; the malfunction of any computer hardware or software; or any faulty, incomplete, incomprehensible or deleted transmission, whether or not such difficulties have been brought to our attention.

We reserve the right to suspend at any time, without warning, full or partial access to: the Website; www.nbc.ca and each of our pages accessible through certain social media sites. We additionally reserve the right to discontinue uploading information to such sites, in which case we shall not be held responsible for any damages that you may incur.

Contents

The contents of the Website are provided for informational purposes only, unless otherwise stated. This content does not constitute an offer to purchase or sell our products or services, nor does it constitute solicitation on our part or on the part of our authorized third parties.

The contents of the Website must not be interpreted, considered or used as if they were financial, legal, tax, or other professional advice. We shall not be held responsible for any damages that you may incur as a result of relying on such content.

The information contained on the Website is the property of National Bank of Canada and may not be reproduced, in whole or in part, unless for your personal, non-commercial use. In all other cases, you must obtain the written consent of National Bank of Canada prior to reproducing any contents of the Website.

Password

You are responsible for the use of a user code and password provided by us, including any use made without your consent. We are not required to verify your identity or access rights if the correct user code and password are entered.

You must take all necessary security measures to keep your user code and password confidential. You may not, under any circumstances, transfer your user code and password, even temporarily, nor disclose it or make it easily accessible to any third party.

Confidentiality and security

We comply with the applicable law governing the protection of personal information. We cannot protect information exchanged when the Website is accessed through a non-secure platform or in a public location, which could endanger the confidentiality of your personal information. We shall not be held responsible for any damages that you may incur under such circumstances. Please consult the [ABCs of Security](#) for more information on this topic.

E-mail communications are neither secure nor confidential. They can be lost or intercepted, in much the same way as communications by other means (for example, by post). We shall not be held responsible for any damages that you may incur from any exchange of e-mail or electronic messages, whether originating from you or from us.

You alone are responsible for ensuring the protection and safekeeping of your data and computer platforms and devices.

Accuracy and changes of information on the Website

We consider the data and information contained on the Website to be reliable when posted. Despite our best efforts, however, we cannot guarantee that the information is exact or complete, free from errors or omissions, or that it is up to date at all times. For

example, financial information (exchange rates, interest rates and other information subject to fluctuation) is considered reliable when it is posted on the Website, but this does not guarantee that it will be reliable at the time that you consult the Website. We are in no way required to update this data or information.

The data and information available on the Website may be changed, moved or deleted without notice.

Trademarks

Certain names, words, titles, phrases, graphics, logos, icons or designs used on the Website may be trademarks belonging to us or used by authorized third parties. Certain trademarks are registered in Canada and/or other countries. However, use of these trademarks on the Website does not necessarily mean that a licence of any kind has been granted. The ® and TM symbols designate registered trademarks and other trademarks respectively.

Precautions to be taken before downloading and installing software

If you choose to access a software program through one of the links offered on the Website, you are responsible for taking the necessary precautions to detect and destroy possible viruses and for ensuring that the software is compatible with your computer. You should also ensure that you have up-to-date backup copies of the entire contents of your hard drive before installing software downloaded from the Website.

We shall not be held responsible for any damages or losses that could result, directly or indirectly, in whole or in part, from downloading any internet page or software, or from sending any information when using the Website.

Hyperlinks

The fact that the Website offers links to other websites does not mean that we endorse or approve the content of these sites or the products, services or publications that may appear thereon. The content available through these hyperlinks is not subject to our policies. Therefore, we shall not be held responsible for any damages that you may incur when you are redirected to another website by way of a hyperlink.

Limitation of liability

In general, and without limiting the specific cases of limitation of liability mentioned above, and notwithstanding any provisions to the contrary, we shall not be held responsible for any damages that may result from or relate to the Website and/or its contents. In particular, and without limiting the generality of the foregoing, we shall not be held responsible for issues of access, use, accuracy of contents, or the loss of data or information, whether or not we have been informed of the possibility of such issues.

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