



## Terms of Use

*Last Updated May 12, 2023.*

This website is made available by PineStone Asset Management Inc. (“PineStone”), its affiliated and/or parent corporations (“PineStone”, “we”, “us” and “our”) at <https://www.pinestoneam.com/> (the “Website”).

These terms of use and any other documents or terms expressly incorporated by reference (the “Terms”) constitute a legal agreement between you and PineStone and govern your access to and use of the Website. You, the user of the Website (“you” or “User”), confirm your acceptance of these Terms. If you do not agree to these Terms, you must not use the Website.

### General Terms

#### 1. Updates and Changes to These Terms

We reserve the right in our sole discretion to amend these Terms from time to time by publishing an amended version of these Terms. All such amendments are effective immediately when published and apply to your continued access to and use of the Website. Your continued access to and use of the Website will be your acceptance of any such amendments.

If any change to the Terms is unacceptable to you, you agree not to use the Website. PineStone will provide notice of any material changes to the Terms by posting changes within the Website or by sending you an email notification, or by similar means.

#### 2. Updates and Changes to Content of the Website

The content of this Website is subject to change, update, or amendment without notice at anytime. We reserve the right in our sole discretion to modify any part of the Website at any time for any reason, or no reason, including by changing, withdrawing, or terminating, limiting, or expanding the Website or any features or functionalities on the Website.

#### 3. Links to Other Sites

Other websites that can be accessed from this Website by hypertext links are entirely independent of the Website. The inclusion of any site acknowledgments, identification of any person or entity on the Website, or any hypertext link to any other person or entity shall not be construed as an endorsement of such person's or entity's website, products, services, or contributions.

#### 4. Ownership Rights

The entire content of the Website including all texts, data, charts, photographs and images, software and all trademarks, brands and trade names used on the Website as well as their selection and array are subject to intellectual property rights, including copyrights, trademarks and patents held by PineStone. PINESTONE is a trademark of PineStone Asset Management Inc. The user is not licensed to use or reproduce the content and all intellectual property rights in this respect are expressly reserved.



If you would like further information concerning the Website content or wish permission to use, to reproduce, or to republish any of the Website contents, please use the <https://www.PineStoneam.com/contact> webpage.

## **5. Disclaimer**

PineStone does not guarantee the accuracy, completeness, and validity of its Website content.

The information contained within this Website is for informational purposes only and in no way constitutes an offer of services or a solicitation. The information provided on this Website also does not constitute investment advice and it should not be relied upon on as such.

It should not be considered a solicitation to buy or an offer to sell a security. It does not consider any investor's particular investment objectives, strategies, tax status or investment horizon. There is no representation or warranty as to the current accuracy of, nor liability for, decisions based on such information. Where applicable and should the occasion arise, any views expressed regarding a particular company, security, industry, or market sector should not be considered an indication of trading intent of any funds managed by PineStone.

Past performance is not indicative of future performance. PineStone declines any responsibility with respect to direct or indirect damages or consequences of the inaccuracy of the information on this Website, nor for any actions taken in reliance thereon.

## **6. Investment Adviser Disclosure**

Investment advisory services are provided by PineStone, an investment adviser federally registered with the Securities and Exchange Commission. Registration as an investment adviser does not imply a certain level of skill or training. For a detailed discussion of PineStone and its investment advisory fees, see PineStone's Form ADV on file with the SEC at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The views expressed on <https://www.pinestoneam.com>, where applicable, represent the opinions of PineStone and are not intended to predict or depict performance of any particular investment. All data provided by PineStone, including any reference to specific securities or sectors, is provided for informational purposes, and should not be construed as investment advice. Nothing in this website is intended to provide tax, legal, or investment advice and it does not constitute an offer, solicitation, or recommendation to purchase any security. These views are as of the date of this publication and are subject to change. Past performance is no guarantee of future performance.

## **7. Limitation of Liability**

The content, the services, and the information accessible through this Website are provided on an 'as is' basis and all representations, warranties, and conditions, express, implicit, or stemming from the law or commercial custom, are excluded to the extent allowed by law.

PineStone and its representatives are not liable for any direct, indirect, incidental, punitive, exemplary, special, or other damages whatsoever (including but without limiting the general scope of the foregoing, damages to the undertaking, loss of profits, savings or revenue, interruption of business and loss of



information, programs, or other data) caused by the use or inability to use this Website and any of its associated content.

Users of this Website agree to indemnify and hold PineStone, its directors, officers, employees, and suppliers harmless from all losses, damages, or expenses, including reasonable legal fees, due to or arising out of your use of this Website.

#### **8. Waiver and Severability**

A waiver of any term of these Terms is effective only if it is in writing and signed by PineStone and is not a waiver of any other term. If any term of these Terms is found to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect, invalidate, or render unenforceable: (i) any other provisions in these Terms; or (ii) the same provision in any other jurisdiction.

#### **9. Applicable Law**

These Terms are governed by the laws of the Province of Québec, Canada, and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law rule in any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods. Users recognize the exclusive jurisdiction and competency of provincial and federal courts in Québec, in the event of any legal dispute related to this Website.

#### **10. Arbitration**

Any dispute, disagreement or claim concerning the interpretation, performance, validity, enforceability or effect of any provision or provisions of these Terms shall be referred to and finally resolved by a sole arbitrator (hereinafter “**Arbitration Tribunal**” or “**Arbitrator**”), according to the following procedure: A party intending to submit a dispute to the Arbitration Tribunal must notify the other party of his request to refer to a sole arbitrator approved by all concerned parties, specifying the matter in dispute. If the parties fail to concur on the choice of a sole arbitrator within a period of fifteen (15) days from the date of service of the notice, a sole arbitrator shall be appointed by a judge sitting in the judicial district of Montréal, Québec. The arbitration award will be final and without appeal and will bind the parties and shall be made by the Arbitrator in the best possible delay. The fees and costs of arbitration shall be shared equally between the parties unless the arbitrator decides otherwise, as he may, as its sole discretion. The arbitration is subject to the provisions of the Civil Code of Québec and the Code of Civil Procedure, insofar as these provisions are not inconsistent with what is prescribed above. Some laws do not allow mandatory arbitration for consumer matters, so that the present provision may not apply to you. In the latter case, any litigation must be submitted to a competent court of Québec sitting in the judicial district of Montréal, Québec.

#### **11. Injunctive Relief**

Notwithstanding the arbitration provision herein or any other provision of the Terms, PineStone shall have the right to seek and obtain any injunctive relief, provisional, interim, or permanent, from any court of competent jurisdiction to protect its trademarks, or any other intellectual property rights or confidential information, or to preserve the status quo pending arbitration.



## **12. Termination**

You agree that PineStone may, with or without cause, immediately take the Website down, at its sole discretion and without prior notice. Without limiting the foregoing, the following can lead to such termination by PineStone: (a) general Website maintenance or improvements; (b) requests by law enforcement or other government agencies; (d) unexpected technical issues or problems. Furthermore, you agree that all terminations shall be made in PineStone's sole discretion and that PineStone shall not be liable to you nor any third-party for any termination of its Website.

## **13. Language**

The French version of this Website is available at: <https://www.pinestoneam.com/fr>.

## **14. Privacy**

For information about how we collect and process your personal information, please see our Privacy Policy at <https://pinestoneam.com/pdf/privacy-policy.pdf>.

## **15. Contact Us**

If you have any questions or comments, please use the Contact webpage.

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