

# Terms of Service

## 1. Introduction

These Terms of Service (the “Terms”) govern Your use of the TMX Director & Officer Open Registry (“TMX DOOR”). TMX DOOR is a centralized registry of experienced and diverse director and officer candidates. **By accessing or using TMX DOOR or any of the services relating to TMX DOOR, You agree to be bound by these Terms and the related Privacy Policy.**

If You do not agree to these Terms, then You must not access or use TMX DOOR. You will also be unable to access the TMX DOOR survey or have Your data included in the TMX DOOR database.

Neither Your agreement to these Terms, nor Your access or use of TMX DOOR, is required for or related to any other product or service provided by TSX Inc. or its Affiliates.

## 2. Definitions

- **Affiliate** means, with respect to a Person, any other Person that directly or indirectly Controls, is Controlled by, or is under common Control with, such Person.
- **Applicable Law** means any law, statute, regulation, rule, order, judgement, decree, instrument, guideline, treaty, directive or other requirement in force from time to time and applicable to any person, property, transaction, activity, event or other matter related to these Terms.
- **Business User** means a User that is not an Individual User.
- **Confidential Information** means any non-public information that is sensitive in nature, such as sensitive personal information (e.g. gender, ethnicity, professional designation, and industry specific experience).
- **Control** (including, with its correlative meanings, the term “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.
- **Individual User** means a User that is an individual.
- **Person** means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency, authority or entity however designated or constituted.

- **Personal Data** means any information that relates to an identified or identifiable individual (Data Subject), including but not limited to names, email addresses, IP addresses, and other identifiable data.
- **TMX Group** means TSX Inc., the owner and operator of the Toronto Stock Exchange and TSX Venture Exchange., its Affiliates and service providers, and their respective directors, officers, employees, or agents.
- **User, You, or Your** means a Person that accesses, uses or otherwise interacts with TMX DOOR.
- **We, Us, or Our** means TSX Inc.

### 3. User Eligibility

- 3.1. To be eligible to create an account on TMX DOOR, You must:
- (a) Be at least 18 years old;
  - (b) Provide accurate, truthful, and up-to-date information during the registration process;
  - (c) Agree to these Terms; and
  - (d) Not use TMX DOOR for any illegal or unauthorized purposes.
- 3.2. You are responsible for ensuring that Your account and use of TMX DOOR comply with all Applicable Laws.

### 4. Account Responsibilities

- 4.1. **Account Security:** You are solely responsible for maintaining the confidentiality of Your account credentials. You will be solely responsible for all use (and misuse) of Your account. All activities that occur on Your account will be deemed to have been authorized by You. You will immediately notify us if You become aware of any unauthorized use of Your account. We are not liable for any loss or damage arising from any unauthorized access to or use of Your account.
- 4.2. **Profile Accuracy:** You agree to maintain an accurate and professional profile. False information, such as fake job titles, qualifications, or misrepresentation of Your identity, may lead to account suspension or termination.
- 4.3. **Multiple Accounts:** You are only allowed to have one personal account. Creating multiple personal accounts may result in suspension of any or all of Your accounts, in addition to any other action permitted by these Terms or Applicable Laws.

### 5. Access

TMX DOOR is still in development. TMX DOOR, or any part thereof, may be unavailable in whole or in part from time to time or may be permanently discontinued at any time. Further, we may implement updates to, perform maintenance on, or make other changes to TMX DOOR at any time. We will use commercially reasonable efforts to give You

advance notice where possible and to advise You where changes will result in a temporary or permanent unavailability of TMX DOOR or any part thereof. We will not be liable for any damages arising from any interruption, delay, discontinuance, unavailability, or termination of TMX DOOR.

## **6. User Responsibilities**

- 6.1. TMX DOOR is a registry of director and officer candidates developed with the intention of enabling experienced and diverse candidates to connect with leadership opportunities. You agree to only use TMX DOOR in a manner consistent with the letter and spirit of this purpose and any other purpose We expressly state, and only to the extent We expressly permit.
- 6.2. You agree to access and use TMX DOOR in compliance with Applicable Laws including privacy laws, intellectual property laws, anti-spam laws, export control laws and laws governing the content shared. You are solely responsible for such compliance. This includes, without limitation, ensuring that You have sufficient authority under privacy laws for any access, collection, use, disclosure, or other handling of Personal Data available on TMX DOOR that You engage in.
- 6.3. You shall not upload or store any personal, confidential or any other form of information or content in TMX DOOR that:
  - (a) violates any Applicable Laws;
  - (b) infringes the rights of others (including intellectual property and privacy rights);
  - (c) contains viruses, malware, or other harmful software; or
  - (d) otherwise violates these Terms.
- 6.4. You are responsible for ensuring that any Personal Data shared with us has been lawfully collected and that You have the necessary consent or other authorization to provide it to us.
- 6.5. You are responsible for maintaining the confidentiality of Your account credentials. We are not liable for any unauthorized access to Your account resulting from Your failure to safeguard Your password or user ID.

## **7. Security Measures**

We have reasonable security measures in place to protect against the loss, misuse, alteration, and interception by third parties of the personal and confidential information under our control. This includes encryption protocols to safeguard sensitive data during transmission and storage. It also includes regular monitoring, security assessments, and auditing to ensure compliance with industry standards. However, complete confidentiality and security is not possible over the internet. We therefore assume no liability for any damages You may suffer as a direct or indirect result of loss, interception, alteration or misuse of information You provide us or any information transmitted over the internet.

## **8. User Representations and Liability**

- 8.1. By accepting these Terms, You represent, warrant, and covenant as follows:
- (a) You have the power, capacity and authority to accept and to enter into these Terms;
  - (b) You are capable of assuming, and do assume, any risks related to the use of TMX DOOR;
  - (c) You will only submit information on TMX DOOR that is true, accurate, complete and not misleading or in violation of any Applicable Law;
  - (d) You agree that should any information You submit to TMX DOOR cease to be true and correct, You will immediately update such information;
  - (e) You have all rights and authority necessary to submit and share all information You submit on TMX DOOR;
  - (f) You will not use any other person's login information and will not to permit any person to use Your login information;
  - (g) You will not disable or bypass, or attempt to disable or bypass, any of the security features of TMX DOOR;
  - (h) You will not: (i) submit, file, upload or transmit any data or content (documents, forms, etc.) that may contain viruses or any other similar software that may damage or disrupt the operation of TMX DOOR or compromise the security of TMX DOOR or cause the unauthorized disclosure of data to any person; or (ii) use any device or software or attempt to interfere with the proper functioning of TMX DOOR;
  - (i) You will not use or interact with TMX DOOR for any illegal or unauthorized purposes; and
  - (j) You will comply with all Applicable Laws in using TMX DOOR.
- 8.2. You are responsible, liable, and will indemnify and hold harmless TMX Group for, (a) any and all damages or other harms suffered by any member of the TMX Group as a direct or indirect result of any action taken by You, and (b) for any breach of these Terms.

## **9. Privacy**

- 9.1. We expressly disclaim TMX DOOR's compliance with any privacy laws outside of Canada.
- 9.2. The collection, use, and sharing of Your Personal Data is subject to Our Privacy Notice and Consent and any other documents referenced therein. You acknowledge that You have read, and agree to be bound by, the Privacy Notice and Consent.

- 9.3. You agree that We may access, store, process, and use any information (including Personal Data) that You provide to us in accordance with the terms of Our Privacy Policy.

## 10. Confidentiality Obligations

- 10.1. We take the confidentiality of Your information seriously and implement safeguards to protect it, including:
- (a) **Access Control:** Only authorized personnel with a legitimate need will have access to personal or confidential information.
  - (b) **Confidentiality Agreements:** Employees, contractors, and third-party service providers are required to sign non-disclosure agreements to ensure the confidentiality of any data processed.

## 11. Proprietary Rights

You may not use, distribute, sell, modify, transmit, revise, reverse engineer, republish, post or create derivative works (where applicable) of the trade-marks, trade names, logos, design, layout, information, data, software, applications, interactive features, tools, services or other material or content on or made available through TMX DOOR (referred to collectively, as the "Content" of the Platform) without our prior written permission. As between You and Us, You acknowledge and agree that TMX DOOR and its Content are owned by Us, Our Affiliates and/or service providers and You will not acquire any rights or licenses in any trademarks, patents, copyright or other intellectual property in TMX DOOR or in the Content. TMX DOOR and the Content are protected by copyright, both individually and as a collective work or compilation and by trade-mark law, patent law and any other Applicable Laws.

## 12. Disclaimer & Limitation of Liability

- 12.1. All Users are exclusively responsible for their own actions in connection with TMX DOOR. TMX Group assumes no responsibility or liability whatsoever for any matter that is in any way connected to any action or inaction by any User.
- 12.2. TMX Group makes no representation or warranty, and expressly disclaims:
- (a) That any product or service will be provided via TMX DOOR;
  - (b) That Individual Users will be able to find a suitable job with a Business User or any other entity;
  - (c) The truth, accuracy, or reliability of any information available on TMX DOOR; and
  - (d) The truth, accuracy, or reliability of any information provided by any User, whether through or outside the context of TMX DOOR.
- 12.3. TMX DOOR is provided on an "as is" and "as available" basis, without any warranties or conditions of any kind. Your use of TMX DOOR is solely at Your own risk. TMX Group makes no representation and disclaims all express and implied warranties and conditions of any kind, including without limitation, representations, warranties or conditions regarding security, accuracy, reliability, timeliness, availability, performance,

completeness, non-infringement, merchantable quality or fitness for any particular purpose or whether arising by law, statute, usage of trade, or course of dealing. TMX Group assumes no responsibility to You or any third party for the consequences of any errors or omissions.

- 12.4. TMX Group shall not, under any circumstances, be liable for any direct, consequential, incidental, indirect or special damages, of any kind, or any other damages whatsoever, including without limitation, any damages, losses, or expenses incurred by You in connection with or related to: (a) Your use of TMX DOOR, or Your inability to use TMX DOOR; (b) any errors or omissions in TMX DOOR; (c) loss, damage or unauthorized access to Your data, documents, personal information, or other information; (d) breach of confidentiality or security; (e) any act or omission of any third party, including but not limited to, any other User, service provider, (f) any service provider or other third party websites or content therein, directly, or indirectly accessed through links contained on TMX DOOR; (g) loss of actual or anticipated profits or revenue; (h) any damage to Your computer system or other device or loss of data resulting from Your use of TMX DOOR; (i) delays, interruption, discontinuance, or unavailability of TMX DOOR or any portion thereof; (j) any other liability or claim whatsoever arising out of these Terms or from any use or inability to use TMX DOOR howsoever caused even if any of them has been apprised of the likelihood of such damages occurring.
- 12.5. The exclusions and limitations in this section 12 will apply regardless of whether any action is brought under statute, in contract, tort, or strict liability, or for negligence, breach of a fundamental term or fundamental breach (and regardless of the number of claims). Our sole obligation and your sole remedy will be the exercise by us of reasonable efforts to correct any malfunction and to provide access to TMX DOOR as soon as possible in the circumstances.

### **13. Other Countries**

TMX DOOR can be accessed from countries around the world other than Canada. We make no representation that TMX DOOR, or the use thereof in locations other than Canada, is appropriate. Accessing TMX DOOR from territories where its content is illegal is prohibited. If You choose to access TMX DOOR from locations other than Canada, You do so at Your own initiative and at Your own risk. You are solely responsible for complying with local laws.

### **14. Violations of these Terms**

We reserve the right to seek all remedies available at law and in equity for violations of these Terms, including the right to suspend Your access to TMX DOOR or remove or disable any account or content that We believe violates these Terms.

### **15. Changes to Terms**

We may modify these Terms and our Privacy Policy from time to time. If required by Applicable Law or We make material changes to the Terms or our Privacy Policy, We will notify You via the TMX DOOR website or email, to provide You with the opportunity to review the changes before they become effective. We confirm that changes cannot be retroactive. You will be required to accept the changes and agree to be bound by them in order to continue accessing TMX DOOR. If You do not agree to the changes, then You

may close Your account. Your continued use of TMX DOOR after We notify You of the changes means that You agree to be bound by the changes and the updated Terms or Privacy Policy as of their effective date.

## **16. Choice of Law & Venue**

These Terms, including disputes or claims, are governed by the laws of the Province of Ontario, and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provisions. You agree and hereby submit to the exclusive personal jurisdiction and venue of the courts of the Province of Ontario with respect to any and all matters arising in connection with these Terms.

## **17. Dispute Resolution**

If a conflict, dispute or claim arises out of or with respect to these Terms or its subject matter, the parties shall use all reasonable endeavors to reach an amicable resolution, including escalation to appropriate and authorized decision makers. If that does not solve the conflict, You submit to the exclusive jurisdiction of the relevant courts in the Province of Ontario to settle any dispute or claim that arises out of or in connection with these Terms or its subject matter or formation (including non-contractual disputes or claims). You irrevocably and unconditionally waive Your right to a trial by jury in connection with the foregoing.

## **18. General**

- 18.1. These Terms shall apply to the maximum extent permitted by Applicable Law.
- 18.2. These Terms and the Privacy Policy constitute the entire agreement between You and us with respect to the subject matter herein and supersedes all prior agreements, representations, proposals, discussions and understandings, oral or written in respect of Your use of TMX DOOR.
- 18.3. These Terms will be binding upon and enure to the benefit of each party and their respective successors and permitted assigns. You may not assign these Terms.
- 18.4. The failure of any party at any time to require performance of any provision will not affect the right to require performance at any other time, nor will the waiver by any party of a breach of any provision be a waiver of any succeeding breach or a waiver of the provision itself.
- 18.5. If any provision of these Terms is declared illegal, void or unenforceable for any reason, that provision will be severed from these Terms and the remaining provisions will continue in full force and effect.
- 18.6. The provisions of Sections 3-14, and 16-18 will survive any termination or expiration of these Terms.

## **19. Contact Information**

If You have any questions or concerns about these Terms, please contact us at:

- [tmxdoor@tmx.com](mailto:tmxdoor@tmx.com)