

# Borden Ladner Gervais LLP Website User Agreement

## 1. Your Acceptance of this Agreement

This is an Agreement between you and Borden Ladner Gervais LLP ("BLG"), and governs your use of the BLG Website and its content (collectively the "Website"). Each time you use the Website you signify your acceptance and agreement, and the acceptance and agreement of any person you purport to represent (and for purposes of this Agreement, "person" includes natural persons and any type of incorporated or unincorporated entity), without limitation or qualification, to be bound by this Agreement, and you represent and warrant that you have the legal authority to agree to and accept this Agreement on behalf of yourself and any person you purport to represent.

## 2. No Lawyer-Client Relationship

No lawyer-client, advisory, or fiduciary relationship is created by this Agreement or your use of the Website or your communication with a BLG professional by e-mail or through the Website.

## 3. No Professional Advice

The Website is for convenience and informational purposes only. The Website is not intended to be a comprehensive or detailed statement concerning the matters addressed; legal or any other kind of advice; or an offer to sell or buy any product or service. You should seek appropriate, qualified professional advice before acting or omitting to act based upon any information provided on or through the Website.

The Website may not be used to request legal advice or to transmit to BLG any confidential information. Information transmitted to BLG through the Website may not be secure, may not be treated as confidential or protected by lawyer-client privilege, and does not create any relationship or duty of any kind. You should not send confidential or sensitive information by the Internet or e-mail unless you take appropriate precautions, such as the use of encryption.

## 4. Permitted Users and Access

The Website may be used only by persons who are at least 19 years old and can form legally binding contracts under applicable law. The Website may not be used by persons in jurisdictions where access to or use of the Website or any part of it may be illegal or prohibited.

## 5. Disclaimer and Liability Exclusion

BLG does not accept any liability for your use of the Website. Your use of the Website is at your own risk. The Website is provided on an "as is" and "as available" basis, without any representations, warranties or conditions of any kind, whether express or implied, and including without limitation implied representations, warranties or conditions of title, non-infringement, merchantability, fitness for a particular purpose, performance, durability, availability, timeliness, accuracy, or completeness, all of which are hereby disclaimed by BLG to the fullest extent permitted by law. BLG will not under any circumstances be liable to you or any other person for any loss or damage arising from, connected with, or relating to the use of the Website by you or any other person.

## 6. Personal Information Privacy

BLG collects, uses and discloses your personal information in accordance with the [Borden Ladner Gervais LLP Website and Electronic Communications Privacy Policy](#). By accepting this Agreement, and each time you use the Website, you consent to BLG's collection, use and disclosure of your personal information in accordance with the Policy as it then reads without any further notice or any liability to you or any other person.

## 7. Ownership and Permitted Use of the Website

Copyright © 2024 Borden Ladner Gervais LLP. All rights reserved. The Website, including all of its content, is the property of BLG and others, and is protected by Canadian and international copyright, trademark, and other laws. Your use of the Website does not transfer to you any ownership or other rights in the Website or its content.

The Website is made available to you for your lawful, personal, non-commercial use only. You may print or download Website pages for your personal, non-commercial use provided that you do not modify any of the Website pages or other content and you do not remove or alter any visible or non-visible identification, marks, notices, or disclaimers. You may not use the Website or its content for any other purpose or in any other way. In particular, the Website and its content may not be copied, imitated, reproduced, republished, uploaded, posted, transmitted, modified, indexed, catalogued, mirrored or distributed in any way, in whole or in part, without the express prior written consent of BLG.

## 8. Trademark Information

BORDEN LADNER GERVAIS LLP™, BORDEN LADNER GERVAIS™, BLG™ and BLGCANADA™ are trademarks, tradenames and servicemarks owned by BLG. Other product and company names and logos appearing on the Website may be registered or unregistered tradenames, trademarks and servicemarks of their respective owners. Any use of the tradenames, trademarks, servicemarks and logos displayed on the Website (collectively "Marks"), except as expressly provided in this Agreement, is strictly prohibited. Nothing appearing on the Website or elsewhere shall be construed as granting, by implication, estoppel, or otherwise, any licence or right to use any Marks.

## 9. Other Sites

For your convenience, the Website may include links to other Internet sites or resources and businesses operated by other persons (collectively "Other Sites"). Other Sites are independent from BLG, and BLG has no responsibility or liability for or control over Other Sites, their business, goods, services, or content. Your use of Other Sites and your dealings with the owners or operators of Other Sites is at your own risk.

## 10. No Framing, Mirroring, Scraping, Data-Mining and Postings

Framing, mirroring, scraping, or data-mining the Website or any of its content in any form and by any means (including robots, spiders, or other automatic devices, programs, or methodologies) is strictly prohibited. You may not use any collaborative browsing or display technologies in connection with your use of the Website or to post comments, communications, or any other data of any kind to or on the Website with the intention that the posting may be viewed by

other users of the Website.

You may not attempt to circumvent the ordinary navigational structure or presentation of the Website or its content, or attempt to access or obtain any Website content or other data by any means that is not purposely made available to you by the Website.

You may not attempt to gain unauthorized access to any part of the Website or its content, or any related system, network, service, or data, by hacking, password mining, or any other means. You may not attempt to test or tamper with the security of the Website or attempt to interfere with the proper working of the Website, any transaction being conducted through the Website, or any other person's use of the Website.

You may not upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter a computer system or data.

#### 11. Termination of this Agreement and the Website

If you breach any provision of this Agreement, you may no longer use the Website. BLG may, at any time and for any reason and in its sole discretion, change, suspend or terminate, temporarily or permanently, the Website or any part of it, or your permission to use the Website, without any prior notice or liability to you or any other person. If this Agreement or your permission to use the Website is terminated by you or BLG for any reason, then: (a) this Agreement will nevertheless continue to apply and be binding upon you in respect of your prior use of the Website; and (b) BLG may continue to use and disclose your personal information in accordance with the [Borden Ladner Gervais LLP Website and Electronic Communications Privacy Policy](#) as amended from time to time. Sections 5, 6, 7, 8, 9, 10, 11, 12 and 14 survive indefinitely after the termination of this Agreement.

#### 12. Governing Law and Dispute Resolution

This Agreement, your use of the Website, and all related matters are governed solely by the laws of the Province of Ontario, Canada and applicable federal laws of Canada, excluding any rules of private international law or the conflict of laws which would lead to the application of any other laws. Any dispute between BLG and you or any other person arising from, connected with or relating to the Website, this Agreement or any related matters must be resolved before the Courts of the Province of Ontario sitting in the City of Toronto, and you hereby irrevocably submit and attorn to the original and exclusive jurisdiction of those Courts in respect of any such dispute or matter. Any claim or cause of action you may have arising from, connected with, or relating to your use of the Website, this Agreement, or any related matters must be commenced in a court of competent jurisdiction in the Province of Ontario within six (6) months after the claim or cause of action arises, after which time the claim or cause of action is forever barred.

#### 13. Changes to this Agreement

BLG may, in its sole discretion, change, supplement or amend this Agreement as it relates to your future use of the Website from time to time, for any reason, and without any prior notice or liability to you or any other person. You may not change, supplement, or amend this Agreement in any manner.

#### 14. Other Matters

This Agreement, including any changes made to this Agreement from time to time, constitutes the entire agreement between you and BLG relating to your use of the Website, and supersedes all previous agreements, written, oral or otherwise, between you and BLG with respect to your use of the Website.

If any provision of this Agreement is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed to be severed from the rest of this Agreement and shall not affect the validity and enforceability of any remaining provisions.

The provisions of this Agreement will ensure to the benefit of and be binding upon each of BLG and its successors and assigns and related persons, and you and your heirs, executors, administrators, successors, permitted assigns, and personal representatives. You may not assign this Agreement or your rights and obligations under this Agreement without the express prior written consent of BLG which may be withheld in BLG's sole discretion. BLG may assign this Agreement and its rights and obligations under this Agreement without your consent.

No consent or waiver by either party to or of any breach or default by the other party in its performance of its obligations under this Agreement will be deemed or construed to be a consent to or waiver of a continuing breach or default or any other breach or default of those or any other obligations of that party. No consent or waiver will be effective unless in writing and signed by both parties.

## Borden Ladner Gervais LLP Website and Electronic Communications Privacy Policy

Protecting your privacy is important to Borden Ladner Gervais LLP ("BLG"). This Policy explains how BLG collects, uses, and discloses the personal information you may provide while using BLG's Website (the "Website") and in its Electronic Publications, newsletter, and announcements ("Electronic Communications"). Any personal information you provide to us through the Website will be treated with care, and subject to this Policy will not be used or disclosed in ways to which you have not consented.

By using the Website, you signify your consent to the collection, use, and disclosure of your personal information in accordance with this Policy. If you do not agree with this Policy, you may not use the Website.

### Information Automatically Collected

**Non-Identifiable Information** — Like many other websites, the Website may automatically collect certain non-identifiable information regarding Website users, such as the Internet Protocol (IP) address of your computer, the IP address of your Internet Service Provider, the date and time you access the Website, the Internet address of the Website from which you linked directly to the Website, the operating system you are using, the sections of the Website you visit, the Website pages read and images viewed, and the materials you post to or download from the Website. This non-identifiable information is used for Website and system administration purposes and to improve the Website. Your non-identifiable information may be disclosed to others and permanently archived for future use.

**Cookies** — The Website may use "cookies", a technology that installs information on a Website user's computer to permit the Website to recognize future visits using that computer. Cookies enhance the convenience and use of the Website. You may choose to decline cookies if your browser permits, but doing so may affect your use of the Website and your ability to access certain features of the Website.

**Google Analytics** — The Website uses Google Analytics to collect information, in an anonymous form, about how visitors use the Website, including the number of visitors to the Website and the pages they have visited. BLG uses such information to compile reports and to help us improve the Website. By using the Website, you agree to such use of Google Analytics. Should you wish to opt-out of the use of Google Analytics, please click on the following link: <https://tools.google.com/dlpage/gaoptout?hl=en>

## Personal Information You Specifically Provide to the Website

**Your Personal Information** — During your use of the Website, you may be asked to voluntarily provide certain personal information (such as your name, email address, postal address, and telephone number) for purposes such as facilitating communications with you or for applying for access to certain special features or areas of the Website.

**Use of Your Personal Information** — BLG may use your personal information to contact and correspond with you, to respond to your inquiries, and as otherwise permitted by law. Generally, BLG will consider the fact that you have voluntarily visited the Website and have provided BLG with contact information to signify your consent for BLG to use your contact information for purposes of tracking our communications with you and providing you with information such as Electronic Communications relating to our Firm and our practice which we think may be of interest or use to you.

**Emails from BLG** — If you provide your email address, BLG may send to you, from time to time, email containing information about BLG and other matters it believes will interest you. At any time you may ask BLG to stop sending you email and other information by contacting [Webmaster@blg.com](mailto:Webmaster@blg.com).

**Tracking Information** — In addition, BLG may use non-personal information to create aggregate tracking information reports regarding Website user demographics and Website traffic patterns. None of the tracking information in the reports can be connected to the identities or other personal information of individual users. BLG also may link tracking information with Website users' personal information. Once such a link is made, all of the linked information is treated as personal information and will be used and disclosed only in accordance with this Policy, and in accordance with the law.

**Disclosure of Your Personal Information** — BLG may disclose your personal information to a government institution that has asserted its lawful authority to obtain the information or where BLG has reasonable grounds to believe the information could be useful in the investigation of unlawful activity, or to comply with a subpoena or warrant or an order made by a court, person or body with jurisdiction to compel the production of information, or to comply with court rules regarding the production of records and information, or to protect BLG's rights and property. If BLG is involved in a merger or other reorganization, BLG may disclose your personal information to the resulting organization.

**Storing and Securing Your Information** — BLG may store and process your personal information in Montreal, Quebec, Canada and at BLG's various offices in Canada. To help protect the confidentiality of your personal information, BLG employs security safeguards appropriate to the sensitivity of the information. Nevertheless, due to the nature of the Internet and Internet technologies, security and privacy risks cannot be eliminated and BLG cannot guarantee that your personal information will not be disclosed in ways not otherwise described in this Policy.

**Accessing Your Personal Information** — You may request access to your personal information and information about BLG's collection, use and disclosure of that information by contacting BLG at [Webmaster@blg.com](mailto:Webmaster@blg.com). BLG has a number of Privacy Officers who are responsible for the protection of personal information and compliance with privacy-related legislation in various jurisdictions. Your enquiries will be forwarded to the appropriate Privacy Officer when it is received. Subject to certain exceptions prescribed by law, you will be given reasonable access to your personal information, and will be entitled to challenge the accuracy and completeness of the information and to have it amended as appropriate. You can help BLG maintain the accuracy of your information by notifying BLG of any changes to your personal information.

**Withdrawal of Consent** — In some jurisdictions, you may withdraw your consent to the use and intention of personal information about you. To do this, please contact our Privacy Officers [Webmaster@blg.com](mailto:Webmaster@blg.com) as noted above. Additionally, we routinely provide "opt out" or "unsubscribe" instructions on our Electronic Communications to provide for removal of your name from future transmissions.

## Other Matters

**Other Websites** — The Website may contain links to other Websites or Internet resources. When you click on one of those links you are contacting another Website or Internet resource that may collect information about you voluntarily or through cookies or other technologies. BLG has no responsibility or liability for or control over those other Websites or Internet resources or their collection, use and disclosure of your personal information.

**Website Use Agreement** — The Website Use Agreement governing your use of the Website contains important provisions disclaiming and excluding the liability of BLG and others regarding your use of the Website and provisions determining the applicable law and exclusive jurisdiction for the resolution of any disputes regarding your use of the Website. Each of those provisions also applies to any disputes that may arise in relation to this Policy and the collection, use and disclosure of your personal information, and are of the same force and effect as if they had been reproduced directly in this Policy.

**Former Users** — If you stop using the Website or your permission to use the Website is terminated by BLG, BLG may continue to use and disclose your personal information in accordance with this Policy as amended from time to time, and subject to compliance with the law.

**Privacy Policy Changes** — This Policy may be changed by BLG from time to time in BLG's sole discretion and without any prior notice or liability to you or any other person. The collection, use and disclosure of your personal information by BLG will be governed by the version of this Policy in effect at that time. New versions of this Policy will be posted here. Your continued use of the Website and receipt or request of any Electronic Communication subsequent to any changes to this Policy will signify that you consent to the collection, use and disclosure of your personal information in accordance with the changed Policy. Accordingly, when you use the Website or receive or request any Electronic Communication, you should check the date of this Policy and review any changes since the last version. You should also bookmark this page and periodically review this Policy to ensure that you are familiar with the most current version.

**Electronic Communications** — Generally, Electronic Communications are not to be construed as legal advice. Delivering of the same will not instantiate or begin any relationship between BLG and the recipient as Solicitor and Client. Electronic Communications are meant to provide access to information and knowledge of interest generally, and not with respect to your particular facts or circumstances. If an Electronic Communication raises any point of interest, please feel free to contact one of our professionals to arrange for a consultation.

**Your Comments** — If you have any comments or questions about this Policy or your personal information, please contact BLG at [Webmaster@blg.com](mailto:Webmaster@blg.com).

## Legal Terms

BLG is a registered limited liability partnership (LLP) (Ontario). A partner in an LLP is not personally liable for any debts, obligations or liabilities of the LLP, including those that arise from any negligent act or omission by another partner or by any person under that other partner's direct supervision or control. Partners of an LLP are personally liable only for their own actions and omissions, and for the actions and omissions of those they directly supervise or control.

BLG utilizes a number of affiliates to assist with the provision of services by BLG to its clients.

In addition, BLG owns AUM Law Professional Corporation ("AUM") which is a separate legal entity that is licensed in Ontario to directly or indirectly provide legal or other services to clients.

AUM and BLG operate and carry on business as independent, separate and autonomous legal entities. They are not one partnership and therefore neither AUM nor BLG is responsible for the acts or omissions of, nor has any authority to obligate or otherwise bind, the other.

As BLG and AUM are part of the same group either entity may from time to time utilize the services or technology of the other which may include the use of the offices, facilities, technology or personnel of the other or may involve the processing or storage of information including personal information of the other and its clients subject to both BLG and AUM meeting its professional duties of confidentiality.