

# Online Services Agreement

*This document contains terms for the Morgan Stanley Wealth Management Canada (MSWC) website and the MSWC mobile app. Please read the entire document carefully.*

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The Morgan Stanley Wealth Management Canada Online Services Agreement ("Agreement") applies to users of the Morgan Stanley Wealth Management Canada website ("MSWC website") and the MSWC mobile app ("MSWC App"). MSWC website and the MSWC App are, collectively, the "Service Platform."

This Agreement covers, among other things:

- Our obligations to you.
- Your obligations as a user of the Service Platform.
- Your consent to receiving Electronic Communications from us.
- Limitations on our liability to you.

By accepting this Agreement, you confirm you have received, reviewed, and understood the terms of this Agreement, and that you sign and agree to such terms. If you do not agree to all of the terms, you must exit the Service Platform screen and close your browser. After accepting, you can find this document by logging into your account(s) on the Service Platform.

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### I. Electronic Services Agreement

1. **Electronic Services Agreement.** The Electronic Services Agreement contains the general terms and conditions applicable to all users of the Service Platform and under which Morgan Stanley Wealth Management Canada Inc. and, as applicable, our affiliate(s), and any agent, independent contractor, designee or assignee that we, in our sole discretion, involve in the provision of the Service Platform (collectively, "**we**", "**us**", "**our**" or "**Morgan Stanley**"), agree to provide you with access to the Service Platform and the digital and electronic services, functionalities, and information available via the Service Platform (collectively, the "**Services**").

As used herein, the term "**you**" and "**your**" shall mean (1) an owner of an account with Morgan Stanley or a party-in-interest to such account (including, but not limited to, a grantor, beneficiary or co-trustee of a trust account) (a "**Customer**"), (2) an individual authorized by an

account owner or a party-in-interest to view account information and/or effect transactions in an account (an **"Authorized User"**), or (3) an individual with valid and authenticated credentials to the Service Platform in connection with services we have agreed to provide under the terms of an agreement with the individual's current or former employer (a **"Participant"**).

## 2. **Eligibility and Dispute Resolution.**

- A. Unless otherwise provided for herein, to qualify for use of the Services, you must be (i) a Customer, (ii) an Authorized User, or (iii) a Participant. If you are a Customer or an Authorized Representative, the Customer must have executed at least one client agreement with Morgan Stanley, among other documents, to receive Morgan Stanley products and services (collectively, the **"Account Agreement"**). References to [wealth.morganstanley.ca](https://wealth.morganstanley.ca) or the MSWC website within the Account Agreement or any Supplemental Agreements (as such term is defined below) shall mean the Service Platform. You may be asked to execute supplementary agreements, in paper or electronic form, before you are permitted to access or use certain features or functionalities of the Service Platform (each, a **"Supplemental Agreement"**). In the case of Supplemental Agreements presented to you electronically, you authorize us to rely upon "clicks" in designated locations that are attributable to your Credentials as your consent to the terms of such Supplemental Agreements.
- B. Notwithstanding the above, we reserve the right to determine in our sole discretion your eligibility for any Service or the Service Platform. This includes certain Services or functionalities of the Service Platform being restricted or unavailable to you depending on the Morgan Stanley account(s) you have (or are authorized under). Furthermore, if you are a Participant, certain Services or functionalities of the Service Platform may be restricted or unavailable depending on the terms of an agreement between us and your current or former employer. We may also require you to take additional actions, such as an enrollment step, before you have access to a Service.
- C. **The dispute resolution provisions of the Account Agreement (or, if applicable, a Supplemental Agreement) shall apply to the resolution of any disputes that may arise under this Agreement or with respect to the Services provided under this Agreement.**

## 3. **Your Consent to Electronic Communications.**

- A. In addition to eDelivery as described in your Account Agreement or any separate eDelivery terms, by accessing and/or using the Service Platform, you agree to receive electronically certain information, disclosures, disclaimers and notices (including any privacy notices) applicable to the Services and/or the accounts you access via the Services (collectively, **"Electronic Communications"**). You agree that this consent applies to each account that you access via the Services from time to time. All Electronic Communications from us to you will be considered "in writing." You should print or download a copy of this Agreement, your Account Agreement, any

Supplemental Agreement, and any other Electronic Communication that is important to you.

- B. In order to access certain personalized Electronic Communications, you must log into the Service Platform. Other Electronic Communications may be accessible on the public portion of our website. To access and retain Electronic Communications, and to otherwise access the Services, you must have a computer or mobile device that can connect to the internet and an internet connection. Access fees by internet service providers may apply to your receipt of Electronic Communications or the Services. You must also have a current version of a web browser that we support, a current version of software capable of reading PDF files, and you must have sufficient storage capacity if you wish to save records in electronic format or a printer if you wish to print records to paper. By "current version," we mean a version of the software that is currently being supported by its publisher. You are responsible for obtaining, installing, maintaining and operating all such hardware, software, and equipment necessary for you to access and use the Services.
- C. Email, alerts, and other messaging features may be provided to you as part of the Services, as a convenience to enhance your communications with us. Unless otherwise agreed to by us, you shall not use these features (i) to request, authorize, or effect any transaction; (ii) to send funds transfer instructions or account information; or (iii) for any other Electronic Communication that requires non-electronic written authorization. We shall not be responsible for any loss or damage that may result if any request for those purposes is not accepted or processed. You agree that you shall use these features in compliance with applicable law, rules or regulations ("**Applicable Law**"), and you shall not use them to transmit inappropriate information, including information that may be deemed obscene, libelous, harassing, fraudulent or slanderous.
- D. You consent to receiving autodialed and prerecorded calls and text messages of Electronic Communications from us, or those acting on our behalf, at the telephone number(s) that you have provided to us, or which is associated with the device on which you have installed the MSWC App. We may place such calls or deliver such messages to provide service messages and alert notifications. Standard message and data rates may apply. Where we are required to obtain your consent for such calls or messages, you may choose to revoke your consent by changing your settings on the Service Platform. By revoking your consent, you acknowledge that any alert settings or products using such calls or messages may be affected or cancelled.
- E. By providing this consent to electronic receipt of communications, you represent that you have the capability to receive and view, and print or download, Electronic Communications in accordance with these requirements. Contact us immediately if you have any difficulty accessing your Electronic Communications or if you have any questions about your electronic receipt instructions.

- F. You can download or print a copy of any Electronic Communication for your records. We will maintain an electronically accessible archive of Electronic Communications that we are obligated to provide in writing by law on our client website for seven (7) years after document publication. If you wish to retain documents for a longer period of time, you are responsible for archiving beyond seven (7) years.
  - G. You can withdraw your consent to electronic receipt of Electronic Communications by contacting the service center information available on your settings page. Withdrawing your consent will not affect the validity of any Electronic Communication or any transaction already completed or in process at that time. **If you withdraw your consent to electronic receipt of Electronic Communications, you may no longer use the Services and we may immediately terminate your use of the Service Platform.**
  - H. You also acknowledge that, unless otherwise indicated, the information available on or through the Service Platform is not intended to be a substitute for official account documentation, such as account statements, that you receive from us. Such equivalent information available via the Service Platform is for illustrative and general reference purposes only and is approximate, subject to adjustment and updating, and there may be clerical, computational, or other inaccuracies, errors, or omissions. To the extent there are any discrepancies between your official account documentation and this information, you should rely on the official account documentation. You also understand that Section 3 (Your Consent to Electronic Communications) above does not enroll you into our eDelivery program, which requires review and acceptance of separate eDelivery terms.
4. **Responsibility for Use of Credentials.** You are responsible for maintaining the confidentiality of any user identifications, passwords, authentication codes or other security devices or procedures (collectively, "**Credentials**") issued to you or that you select for purposes of accessing the Services via the Service Platform. If you disclose your Credentials to any other persons, you assume all risks and losses associated with such disclosure. You agree not to alter, delete, disable or otherwise circumvent any authentication feature or permit or assist any other party to do so in a manner not authorized by us. We reserve the right to suspend access to the Service Platform or any Service by you or your Credentials, and change (or require you to change) your Credentials at any time. You shall maintain adequate internal procedures and controls over your use of the Services, and you should notify us immediately upon learning or suspecting that any unauthorized party has obtained your Credentials. Unless otherwise required by Applicable Law, you are responsible for all transmissions, instructions, information, processes, click stream data, actions, or other communications attributable to your Credentials, whether entered by you, your authorized personnel or by any other person if we determine that such person obtained access by your actions (or lack thereof), and any agreement or consent communicated from such access shall be deemed to be a duly signed writing of yours sufficient to bind you. For more information on Morgan Stanley Wealth Management Canada and cybersecurity, visit: <https://www.morganstanley.ca/en/what-we-do/wealth-management/security-center>.

5. **Conflicts Between Agreements.** This Agreement is in addition to, and supplements, the Account Agreement. Any Supplemental Agreements are in addition to this Agreement and any Account Agreement and are not intended to supersede or modify any such Account Agreement. Solely in connection with your use of the Services, in the event of any conflict between the terms of this Agreement, any Supplemental Agreement or any Account Agreement, the following order of precedence will be observed with respect to a particular Service: the applicable Supplemental Agreement, this Agreement, and the applicable Account Agreement.
6. **Changes to this Agreement.** We may add, delete or otherwise modify any portion of this Agreement (including any Supplemental Agreement and any Electronic Communications) at any time, including, without limitation, imposing charges for use of any Service. In most cases, we will provide notice to you of any material changes, and your continued use of the Service Platform after such notice shall represent your acceptance of such modified or additional terms. In certain circumstances, Applicable Law and other circumstances beyond our control may require that we make modifications to this Agreement without providing you notice, or which take effect immediately. **Please access and review this Agreement regularly. If you find this Agreement unacceptable to you at any time, please discontinue your use of the Service Platform and, if applicable, delete the MSWC App from your device.**
7. **Changes to the Services and Functionality.** We may, from time to time, introduce new features to the Services or to the Service Platform, or modify or delete existing features at our sole discretion. We will notify you of any of these changes to features if we are legally required to do so. By using any new or modified features when they become available, you agree to be bound by the terms and conditions concerning these features. We and any licensors we use to provide the Service Platform or the Services reserve the right to change, supplement, suspend, limit, remove, disable or permanently discontinue your access to or use of the Service Platform and any Services at any time without notice or liability, including without limitation for security or operational reasons.
8. **Usage and Proprietary Rights.** We grant you, for the term of this Agreement, a personal, limited, non-exclusive, revocable, non-transferable, limited and non-sublicensable right to access and use the Services via the Service Platform, subject to the terms hereof and the following:
  - A. You have no ownership rights in the Service Platform or the Services, which are owned by us or our licensors, and are protected under copyright, trademark and other intellectual property laws and other Applicable Law.
  - B. You receive no copyright or any other intellectual property right in or to the Services or the Service Platform, except to the extent granted above.
  - C. You may use the Service Platform and Services only for personal, family or household purposes, or internal business purposes, depending on the nature of your account with us. If you are authorized by a customer of Morgan Stanley to access the Service Platform and Services on such customer's behalf, you may use them only for the

personal, family or household purposes, or the internal business purposes, of such customer.

- D. You understand that, except as we otherwise agree in writing, you are solely responsible for all costs and fees associated with your use of the Services, including acquiring, installing, maintaining and supporting any hardware and/or software necessary to access and use the Services, and all internet and Wi-Fi access charges you may incur to access and use the Services. You agree that the requirements for such operating environment may change without prior notice.
- E. You agree that we may provide certain portions of the Service Platform or Services under license from third parties, and you agree to comply with any additional restrictions on your usage that we may communicate to you from time to time, or that are otherwise the subject of an agreement between you and such licensors (see also Section 9 below).
- F. You understand that we retain exclusive control over the Service Platform and Services, and reserve the right, at any time and in our sole discretion, without prior notice to you, to (i) change, suspend or discontinue all or a portion of the Service Platform or Services; or (ii) impose limits on, restrict or terminate your access to all or a portion of the Service Platform or Services.
- G. You agree that any information relating to the content or operation of the Service Platform and Services is confidential and proprietary to us, and that you will refrain from disclosing such information to any third party.
- H. You agree not to attempt to log onto the Service Platform from any country under comprehensive sanctions by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), Canada, the European Union or Her Majesty's Treasury. Information regarding which countries are under sanctions may be obtained on the websites of the relevant sanctions authorities. Any attempt to log onto the Service Platform from one of these countries may result in your access being restricted and/or terminated.
- I. You may not, and will not allow or cause any third party to: (i) decompile, reverse engineer, disassemble, attempt to derive the source code of, or modify any portion of the Services or the Service Platform, or use the Services or the Service Platform to develop similar functionality; (ii) copy any portion of the Services or the Service Platform, except as expressly permitted by this Agreement; (iii) sublicense, distribute, export or resell any portion of the Services or otherwise transfer any rights; (iv) remove any proprietary or other intellectual property rights notices or labels on the Services or the Service Platform; (v) introduce any code, malicious or hidden mechanisms that would impair the operation of the Services or of our computers or other devices or software, or that would permit unauthorized persons to access the Services; (vi) use the Services to gain unauthorized access to any computer system, or (vii) otherwise exercise any other right to the Services or the Service Platform not expressly granted in this Agreement.

**9. Market Data.**

- A. As part of the Services, we display certain market data and other information relating to securities or other financial instruments, products, vehicles or devices or information relating to persons regulated by, activities related to or gathered by an exchange and its affiliates (each an "**Exchange**") ("**Market Data**"). You acknowledge that Market Data is for informational purposes only and is not investment advice and any reference to a particular security or investment is in no way intended to be an offer or solicitation to purchase, sell or hold any security or investment or make any other investment decision.
- B. You may receive such Market Data on a real-time or delayed (by at least 15 minutes or longer) basis. The receipt of certain real-time Market Data may be contingent on you entering into an Exchange's Market Data subscriber agreement. We reserve the right to request execution by you of an Exchange's Market Data subscriber agreement at any time. Additionally, you understand that, notwithstanding the terms of this Section, if you enter into an Exchange's Market Data subscriber agreement, the terms of such agreement shall govern your obligations with respect to such Exchange's Market Data.
- C. You understand and acknowledge the following:
  - i. Each Exchange has a proprietary interest in its Market Data, and at any time, an Exchange may discontinue disseminating any category of Market Data or change or eliminate a transmission method and may change transmission speeds or other signal characteristics and such action shall not be deemed an improper denial or limitation of access by the Exchange.
  - ii. Market Data is licensed only for your personal use and any sale, lease, redistribution or otherwise permitting or providing access to the Market Data to any other person, entity, or business or to any other office or place is prohibited. You will not engage in the operation of any illegal business, use or permit anyone else to use the Market Data, or any part thereof, for any illegal purpose or violate any rule, law, or regulation applicable to an Exchange.
  - iii. The Market Data is provided to you "as-is." Neither Morgan Stanley nor an Exchange guarantees the timeliness, sequence, accuracy or completeness of any of the Market Data supplied to You and shall not be liable in any way, to you or to any other person, for any loss, damages, cost or expense which may arise from any delays, inaccuracies, errors in or omissions of any of the Market Data or in the transmission or delivery thereof, whether or not due to any negligent act or omission or cause beyond reasonable control of Morgan Stanley or an Exchange. In no event shall Morgan Stanley or an Exchange be liable for any special, indirect, punitive or consequential damages, costs, legal fees, or losses, including but not limited to lost profits, trading losses, or lost income, resulting from your use of the Market Data.

**10. Risks of Online and Mobile Technology.**

- A. You acknowledge that there are security, reliability, data corruption, transmission error, accessibility, availability and related risks associated with use of the mobile and online technology to access MSWC website and the Services, to utilize the MSWC App, and to receive and transmit confidential information. Delivery through the internet is not private or secure, and the Electronic Communications sent to you through the Service Platform are not encrypted. You assume all such risks and agree that, to the maximum extent permitted by Applicable Law, we are not responsible for any unauthorized access, systems outages, delays, disruptions in telecommunications services and the internet, errors, data loss, data corruption, inability to use any portion of the Service Platform, or other problems that may arise in connection with your use of the Service Platform. We make no representation or warranty that you will be able to access your account or the Services when you want.
  - B. The Service Platform may contain links to third-party websites. We are not responsible for, nor do we control, the content, products or services provided by such third-party sites. Further, we do not guarantee the products, information or suggestions provided by such third-party sites and are not liable for any failure of services or products provided via such sites. In addition, you acknowledge that each third-party site may provide less security than the Service Platform, have a different privacy policy, and there may be other risks associated with leaving the Service Platform and going to such site.
11. **Representations and Warranties.** You represent and warrant, each time you access or use the Services, that:
- A. You have the power and authority (including on behalf of any party for whom you are using the Services) to enter into and perform obligations under this Agreement, each applicable Supplemental Agreement, and Account Agreement, and this Agreement and each applicable Supplemental Agreement, and Account Agreement are your legal, valid, binding and enforceable obligation;
  - B. You shall only use the Services in accordance with this Agreement, any applicable Account Agreement, Supplemental Agreement, and Applicable Law; and
  - C. If you are accessing the Services on behalf of another party, you assume all fiduciary, regulatory and other requirements and duties that may apply to your relationship to such party.
12. **DISCLAIMER OF WARRANTIES.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THE SERVICES, MSWC WEBSITE AND THE MSWC APP ARE PROVIDED BY US ON AN "AS IS", "WHERE IS" AND "WHERE AVAILABLE" BASIS, AND WE MAKE NO REPRESENTATION OR WARRANTY WHATSOEVER, INCLUDING WARRANTIES (A) WITH RESPECT TO THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE SERVICES OR THE SERVICE PLATFORM; OR (B) THAT THE SERVICES OR THE SERVICE PLATFORM SHALL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE



RELATING TO THE SERVICES OR THE SERVICE PLATFORM, AND ALL INFORMATION, PRODUCTS, SERVICES AND OTHER CONTENT (INCLUDING THIRD-PARTY INFORMATION, PRODUCTS, SERVICES AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE PLATFORM OR THE SERVICES. ANY HYPERLINK TO ANOTHER SITE IS NOT AND DOES NOT IMPLY AN ENDORSEMENT, INVESTIGATION, VERIFICATION OR MONITORING BY US OF ANY INFORMATION ON THAT SITE. YOU ACKNOWLEDGE THAT THE SERVICES AND THE SERVICE PLATFORM ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU.

13. **LIMITATION OF LIABILITY.** EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, IN NO EVENT SHALL MORGAN STANLEY OR ITS AFFILIATES, SUBSIDIARIES, OR CONTROLLING ENTITIES OR THEIR THIRD-PARTY VENDORS, CONTRACTORS, TECHNOLOGY OR CONTENT PROVIDERS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, OWNERS, AGENTS, AND EMPLOYEES (COLLECTIVELY, THE "**MORGAN STANLEY PARTIES**") HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON FOR ANY LOSSES, INJURIES, COSTS, LIABILITIES OR DAMAGES OF ANY KIND, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE, INCLUDING LOST PROFITS (TOGETHER, "**COSTS**"), ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT OR THE PERFORMANCE OR BREACH OF THIS AGREEMENT, OR YOUR OR ANY OTHER PERSON'S ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SERVICE PLATFORM OR THE SERVICES, YOUR GRANTING US SCREEN SHARING OR REMOTE CONTROL ACCESS TO YOUR COMPUTER SYSTEMS OR DEVICES FOR TECHNOLOGY SUPPORT, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, PROBLEMS, DELAYS OR FAILURES OF THE INTERNET OR COMMUNICATION LINES, OR INTERNET SERVICE PROVIDERS, DATA TRANSMISSION FACILITIES OR COMMUNICATIONS NETWORKS OR FACILITIES. THESE LIMITATIONS SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON STATUTE OR ARISING IN CONTRACT, INDEMNITY (OTHER THAN AS PROVIDED FOR IN SECTIONS 14 (YOUR INDEMNIFICATION REQUIREMENTS) AND 15 (INDEMNIFICATION FOR INFRINGEMENT) BELOW), WARRANTY, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE), AND REGARDLESS OF WHETHER ANY MORGAN STANLEY PARTY KNOWS OR HAS REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT WE ARE NOT LIABLE FOR LOSS CAUSED DIRECTLY OR INDIRECTLY BY GOVERNMENT RESTRICTIONS, EXCHANGE OR MARKET RULINGS, SUSPENSION OF TRADING, INTERRUPTIONS OF COMMUNICATIONS OR DATA PROCESSING, WAR, TERRORIST ACTS, STRIKES, ACTS OF GOD OR OTHER CONDITIONS BEYOND MORGAN STANLEY'S CONTROL. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT AND WITHOUT LIMITING THE FOREGOING, THE MAXIMUM AGGREGATE LIABILITY OF THE MORGAN STANLEY PARTIES UNDER THIS AGREEMENT AND WITH RESPECT TO THE SERVICES AND THE SERVICE PLATFORM SHALL NOT EXCEED THE AMOUNT EARNED (INCLUDING ANY MARK-UP), IF ANY, BY US FROM YOU IN CONNECTION WITH THE SPECIFIC EVENT GIVING RISE TO YOUR LOSS OR DAMAGES, UNLESS CAUSED DIRECTLY BY THE MORGAN STANLEY PARTIES' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS LIMITATION OF LIABILITY IS IN ADDITION TO ANY OTHER LIMITATION PROVIDED IN ANY APPLICABLE SUPPLEMENTAL AGREEMENT OR ACCOUNT AGREEMENT.

14. **Your Indemnification Obligations.** You acknowledge and agree that you are personally responsible for your conduct while using the Service Platform and the Services, and you agree to indemnify, defend and hold harmless the Morgan Stanley Parties from and against any and all losses, liabilities, judgments, arbitration awards, settlements, expenses, damages, and costs, including attorneys' fees and disbursements, as incurred by any of them arising in any manner out of or relating to your use of, or inability to use, the Service Platform or Services or any breach or alleged breach by you of this Agreement. You shall cooperate with us as fully as reasonably required in the defense of any third-party claim subject to these indemnity provisions. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. You shall not in any event settle such a matter without our prior written consent. This indemnity is in addition to any other indemnity provided in any applicable Account Agreement or Supplemental Agreement. This provision shall survive the termination of this Agreement.
15. **Indemnification for Infringement.** We agree to defend or, in our sole discretion, settle, at our expense, any third-party claim or action brought against you to the extent such claim or action is based on a claim that the Services (to the extent provided by us and not a third party) infringe upon any patents, trademarks, or copyrights, or misappropriate any trade secrets, of such third party. In addition, we shall indemnify and hold you harmless from and against any and all damages, costs and expenses (including reasonable attorneys' fees) resulting from such claim or action that are awarded against you in a final judgment (excluding indirect, consequential and punitive damages) or paid in the form of a settlement. Notwithstanding the foregoing, we shall have no such obligations to defend, settle or indemnify any such claim or action unless:
- A. You notify us promptly of such claim or action in writing;
  - B. We have exclusive control of the defense and/or settlement of such claim or action; and
  - C. You reasonably cooperate with us, at our expense, in the defense of such claim or action. We shall have no liability or obligation to you with respect to such claim or action where such claim or action arises from or is related to:
  - D. Your modification of the Services (or any portion thereof) in any manner;
  - E. Your use of the Services other than as set forth in this Agreement or any applicable Account Agreement;
  - F. Your breach or violation of any obligation of you as set forth in this Agreement (including but not limited to Section 9 (Market Data)); or
  - G. Your gross negligence or willful misconduct.
16. **Injunctive Relief.** You acknowledge that any breach or threatened breach by you of any provision of this Agreement may cause us irreparable injury and damage and, therefore, that any such breach or threatened breach may be enjoined through injunctive proceedings in addition to any other rights and remedies that may be available to us at law or in equity.

17. **Privacy.** You authorize Morgan Stanley and any third party to whom Morgan Stanley may delegate responsibilities, subject to adequate confidentiality and safeguard obligations, to use, disclose, and otherwise process (anywhere in the world where Morgan Stanley does business) your personal information for the purposes of: improving website content, performance, security, maintaining our relationship, suggesting other Morgan Stanley products and services that may be of interest to you, or as may be required by Applicable Law. Personal information includes, without limitation, information collected through use of the Service Platform and any of the Services, in other communications with Morgan Stanley, including telephone calls and emails, information about your use of our websites, services, security features, and "cookie" information. We may use cookie information or other device identifying technology to recognize your computer and Credentials when you return to our websites.

To find out more information about how Morgan Stanley uses cookies and how to reject cookies, see our Global Cookie Policy: <https://www.morganstanley.com/disclaimers/global-cookie-policy>.

To find out more information about how Morgan Stanley processes personal data, see the Privacy Policy: <https://www.morganstanley.ca/en/disclaimers/emea-privacy-policy>.

18. **General Provisions.**

- A. **Third-Party Beneficiaries.** To the extent the Services contain data or information provided by third parties or otherwise contributed to by third parties, such third parties shall be considered third-party beneficiaries of this Agreement for purposes of Sections 9 (Market Data), 11 (Representations and Warranties), 12 (Disclaimer of Warranties), 13 (Limitation of Liability), and 15 (Indemnification for Infringement). If you are a user who is a Participant in our stock plan servicing business, you understand that, in the event we are presented with a general or limited power of attorney by a third-party that gives the attorney-in-fact power to act with respect to any of your stock plan account(s) on the Service Platform, we may accord the attorney-in-fact the same rights and privileges that would be accorded to you if we reasonably believe that the power of attorney is legally sufficient. We reserve the right to request additional information from you or the attorney-in-fact to evaluate its effectiveness.
- B. **Notice.** Any notices or other communications required or permitted to be given or delivered under this Agreement by us to you shall be provided in accordance with Section 3 (Your Consent to Electronic Communications) and, if applicable, under the terms of any eDelivery consent. We may also provide, as necessary, notices or communications by email, by fax, or in writing to the address provided by you, which you are solely responsible for updating. Any notices or other communications under this Agreement from you to us shall be provided in writing to us. Notices transmitted electronically (email or fax or phone) shall be effective upon transmission, provided that such notice is properly addressed; all other notices shall be effective upon receipt.
- C. **Assignment; Waiver.** You may not assign, sublicense, subcontract, or otherwise transfer your rights, duties, and obligations under this Agreement, or any portion

thereof, to a third party without our express written consent. Any instrument whereby you purport to make an assignment or other transfer in violation of this provision shall be null and void. Any forbearance or delay on the part of either party hereto in enforcing any provision of this Agreement or any of its or their rights hereunder shall not be construed as a waiver of such provision or of a right to enforce same for such occurrence or any future occurrence.

- D. **Termination.** We may terminate this Agreement, or terminate or suspend your access to any Service, for any reason, effective immediately, without prior notice. Any termination of this Agreement in its entirety shall result in termination of your access to the Service Platform. However, the termination of this Agreement will not end your obligations or rights under this Agreement before the termination. All applicable provisions of this Agreement will survive termination by either you or us, including provisions related to intellectual property, warranty disclaimers, limitation of liability, and indemnification.
- E. **Entire Agreement; Severability.** This Agreement, together with any and all applicable Supplemental Agreements, Account Agreements, and Electronic Communications constitutes the entire agreement between you and us with respect to the Service Platform. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect. The rights and remedies of the parties hereunder are cumulative and are in addition to, and not in lieu of, all rights and remedies available at law and in equity.
- F. **Wireless Carrier Authorization.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method, and device details, if available, to support identity verification, fraud avoidance, and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared pursuant to our privacy policies with other companies to support your transactions with us and for identity verification and fraud avoidance.
- G. **Unless indicated otherwise, investment services and products are offered through Morgan Stanley Wealth Management Canada Inc.**

## II. Terms Applicable to Your Use of the MSWC App

1. **MSWC App.** The following Section II terms (the “Mobile Terms”) and Section I (Electronic Services Agreement) above apply to the download or use by you or by someone on your behalf of the MSWC App to access the Services. You are responsible for all actions taken and communications sent with respect to your accounts using your Credentials by you and any

other person who accesses or uses the MSWC App after it is downloaded to your mobile device.

2. **Compatible Device.** Subject to the applicable license agreement with your mobile operating system, you may download the MS App to any compatible mobile device using the compatible operating system.
3. **Location-Based Services.** The MSWC App allows you to enable location services. By doing so, you consent to the use by the MSWC App of location and mapping data reported by your mobile device to provide you with location-based services. Neither we, nor any of our subsidiaries, affiliates, content providers, or service providers, guarantee the availability, accuracy, completeness, reliability, or timeliness of location data used or displayed by the MSWC App or any Service. Please see our privacy policies for information about how we use and disclose location data.
4. **Mobile Communications and Push Notifications.** By downloading and using the MSWC App to access the Services, you agree to view electronically through the MSWC App all of the Electronic Communications. When you are logged into the MSWC App, you may receive a message asking if you would like to allow push notifications. Push notifications are a way for an application to deliver information, including alerts, sounds and icon badges, to your mobile device. Push notifications can be delivered whether or not you are currently logged-in to and/or using the application and whether or not your device is in locked and/or in sleep mode.

If you do not wish for others to view your notifications, you should establish a passcode lock for your device, lock it when not in use, and guard your device's screen when it is unlocked. If you do not wish to receive push notifications from us, click "Don't Allow" or other similar button when prompted. If you allow push notifications from us but later decide you no longer want to receive them, you can turn them off through your device notifications settings.

5. **Differences in Online and Mobile Platforms.** You acknowledge that information or certain Services available directly on MSWC website without the use of a mobile device may not be available via the MSWC App, may be described with different terminology, or may be more current than the information available via the MSWC App, and that we are not responsible for any errors or problems that may arise from such differences.