

# Client myAccount Portal Terms

*PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY.*

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Your access to and use of the myAccount Portal (Portal) is based on your acceptance of and compliance with these Client Portal Terms of Use (the “Portal Terms”). The Portal Terms apply to all visitors, users, and any others who access or use the Portal. By accessing or using the Portal you agree to be bound by the Portal Terms. If you do not agree, you should not use the Portal.

## Effective Date

The Portal Terms are effective as of August 25, 2020.

## Portal Terms

Your use of the Portal is governed by the following Portal Terms. The Portal Terms explain both your obligations and McDougall Energy’s obligations regarding the Portal.

## Electronic Notices

You agree that all notices to you may be delivered by electronic communication to the email address in your account profile. McDougall Energy Inc. (“MEI”) is not liable for notices or other communications that you may not receive because your email address is not current or is invalid. You are required to promptly update any changes to your email address by contacting MEI at 1-800-461-0512. If you do not want to receive notifications electronically, PLEASE DO NOT USE THE PORTAL.

## Accuracy of Information You Provide

You will use the Portal only with your user ID and password and you will not impersonate any person, or falsely state or otherwise misrepresent your identity or any information you submit to the Portal. You agree to provide accurate, current, and complete information about yourself, and as permitted, to maintain and update the Portal promptly to keep it accurate, current and complete. You are responsible for reviewing the information on your Portal account to ensure it is accurate, complete, and current, and agree to immediately notify MEI upon becoming aware of any inaccuracies or incompleteness.

## Security of Login Information Obligations

You are responsible for maintaining the security of your user ID and password and ensuring that you are the only person using them. You agree to not disclose your user ID and password to any other person. You agree to notify MEI immediately upon becoming aware of any unauthorized or suspected unauthorized use of your user ID and password. MEI is not liable for any loss or damage arising from failing to comply with the obligations in the Portal Terms.

## No Unlawful or Prohibited Use

You agree to use the Portal solely for personal and lawful purposes and in accordance with the Portal Terms and any other terms posted on the Portal. As a condition to accessing and using the Portal, you must:

- i. not attempt to undermine the security or integrity of MEI's computing systems or networks, or where the Portal is hosted by a third party, that third party's computing system and networks
- ii. not use or misuse, the Portal in any way which may impair the functionality of the Portal or MEI's websites, or other systems used to deliver the Portal or impair the ability of any other user to use the Portal or MEI's websites
- iii. not attempt to gain unauthorized access to any materials other than those to which you have been given express permission to access
- iv. not transmit, or input into the Portal or MEI websites, any files that may damage any other person's computing devices or software
- v. not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Portal or to operate the website except as is strictly necessary to use either of them for normal operation

## Privacy and Your Information

MEI is subject to the Freedom of Information and Protection of Privacy Act ("FIPPA") which governs the collection, use and disclosure of your personal information. MEI's Privacy Policy describes our information and privacy practices. That policy can be accessed at:

<https://www.mcdougallenergy.com/privacy-policy/>

## Security of Personal Information

You must maintain copies of all information inputted into the Portal. MEI does not make any guarantees that there will be no loss of information. No data transmission over the Internet can be guaranteed as totally secure. While we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk.

## Portal Content

The Portal and information on the Portal, including but not limited to logos, text, graphics, images, downloadable content and links to other internet resources (the "Site Information") are protected by copyright, trademark, or other proprietary rights and laws. All right, title and interest in and to the Portal Information is the property of MEI or its licensors. Unless otherwise specified, the Portal Information may not be copied, displayed, communicated, distributed, reproduced or republished, in any form, without advance express written consent from MEI.

(Repeats the "Portal Content")

## Restriction of Liability

The information provided on this Portal has been taken from sources believed to be reliable but is not necessarily inclusive and is not guaranteed as to accuracy. Reliance on the information and recommendations on this Portal is at the sole risk of the reader. Any reference to commodity futures on this Portal should not be construed as a solicitation to trade in the commodities referenced. MEI will not be liable for any damages or injury caused by, including but not limited to, any failure of performance, error, omission, interruption, defect, delay in operation of transmission, computer virus, or on line failure. MEI will not be liable for any damages or injury, including but not limited to, special or consequential damages that result from the use of, or the inability to use, the materials in this site even if there is negligence by MEI or an authorized MEI representative.

### **Linking**

MEI has not reviewed all of the sites linked to this portal. MEI is not responsible for any off-site pages or any other sites linked to this portal. The inclusion of any link to such site does not imply endorsement by MEI of the sites. Your linking to any other off-site pages or other sites is at your own risk.

### **Disclaimer**

The material in this portal could include technical inaccuracies or typographical errors. MEI may make changes or improvements at any time.

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### **Indemnity**

You agree to indemnify and save MEI harmless from and against any liabilities, actions, proceedings, claims, causes of action, demands, debts, losses, damages, charges and costs, including reasonable legal fees and costs, arising out of or in any way connected with your breach of any provision of the Portal Terms or your access to and/or use of the Portal.

## Modification or Suspension of the Portal or Access

MEI reserves the right, in its sole discretion, to modify or discontinue the Portal, or any Portion of the Portal, without notice to you. MEI may also, in its sole discretion, refuse or restrict anyone from access to the entire Portal or any portion of the Portal.

### **Termination**

MEI may, in its sole discretion, suspend or terminate your access to this Portal at any time. MEI may terminate your access to this Portal immediately without notice if, in its sole judgment, you breach any term or condition of the Portal Terms. MEI shall not be liable to you or to any other person as a result of any suspension or termination of access to the Portal.

### **Applicable Laws**

These Portal Terms will be governed and be interpreted pursuant to the laws of the Province of Ontario, Canada, notwithstanding any principles of conflicts of law.

### **Severability**

If any part of the Portal Terms is unlawful, void, or unenforceable, that part will be deemed separate and will not affect the validity and enforceability of any remaining provisions.

### **Entire Agreement**

These Portal Terms constitute the entire agreement between the parties relating to the use of this website.

### **Amendments**

MEI reserves the right, at our sole discretion, to modify, make changes to, or replace the Portal Terms from time to time. You are responsible for checking the website and Portal periodically for the most current Portal Terms. The effective date of the Portal Terms will be set out. Your continued access to and use of the Portal following the posting of new Portal Terms constitute your acceptance of and agreement to the new Portal Terms. If you do not agree to the new Portal Terms, in whole or in part, please stop using the website.