

INTELLIGENTINVESTING

Terms of Use

Last Updated: April 6, 2026

These Terms of Use apply to your access and use of the IntelligentInvesting website and mobile application (collectively the “**IntelligentInvesting Platform**” or the “**Platform**”).

The Platform

The Platform is made available to you by Intelligent Investing Financial Technologies Inc. (“**IIFTI**”).

Self-Directed Accounts

IntelligentInvesting Securities Inc. (“**IISI**”) is an order execution only broker registered with CIRO. The trading and investment services provided by IISI through the Platform are referred to as the “**IISI Services**”.

Managed Investing Program

IntelligentInvesting Wealth Management Inc. (“**IWMI**”) is registered as a portfolio manager in all Canadian provinces and territories. The investment advisory, financial advice and/or portfolio management services provided by IWMI through the Platform are referred to as the “**Managed Investing Program**”.

1. Acceptance of Terms of Use

By using the Platform you agree to comply with these Terms of Use. If you do not want to agree to these Terms of Use, then discontinue using the Platform immediately.

Customers of IISI and IWMI are granted additional levels of access to the Platform and are subject to additional agreements that govern that use and their account(s).

Our Privacy Policy applies to the Platform and is incorporated as a part of these Terms of Use. By accessing the Platform, you agree to our Privacy Policy, as updated from time to time, and available [here](#).

We may update these terms as we see fit at any time, without notice to you (unless notice is explicitly required by law). You will be assumed to have consented to any changes to these Terms of Use if you continue using the Platform after the effective date of any update to these Terms of Use.

PLEASE NOTE THAT IIFTI RESERVES THE RIGHT TO SUSPEND OR TERMINATE YOUR ACCESS TO THE PLATFORM AS IT SEES FIT AT ANY TIME.

2. Availability of the Platform

The Platform is currently available to residents of Canada.

3. How to access the Platform

INTELLIGENTINVESTING

To access the full Platform functionality including opening a Self-directed and Managed investing accounts, you must first create and complete your IntelligentInvesting Profile.

4. Accessing the Platform with your personal device

Use of the Platform may be available through a compatible mobile device, internet and/or network access and may require software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider. IIFTI MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO: (A) THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE PLATFORM AT ANY TIME OR FROM ANY LOCATION; (B) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (C) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE PLATFORM.

5. Security of your Personal Device

The Platform is available through your personal device. You are responsible for the security of any device you use to access the Platform.

6. Prohibited Use

You may not use the Platform for any purpose that IIFTI deems improper, including, but not limited to:

- (a) accessing the Platform for competitive or benchmarking purposes (including any attempt to reverse engineer the Platform).
- (b) engaging in any unlawful activity;
- (c) undertaking any activity that IIFTI considers to be abuse in its sole and absolute discretion (including, actions that create an unreasonably large load on our infrastructure or that interfere with, intercept or expropriate our system, data or information or the security thereof; transmitting or uploading any material to the Platform that contains any virus, trojan horse, worm, or other harmful or malicious program or harvesting, extracting or otherwise collecting any information from IIFTI about IIFTI or any other person/entity).
- (d) engaging in any activity intended to defraud or interfere with IIFTI or the Platform.
- (e) providing any inaccurate or misleading information to IISI, IIFTI and IIWMI.
- (f) engaging in any activity that amounts to defamation, abuse, extortion, harassment, stalking, threatening or otherwise violating or infringing the legal rights of any other person (including any privacy right).
- (g) engaging in any activity that constitutes an infringement or violation of any copyright, trademark, right of publicity or privacy or other proprietary right under any law.
- (h) posting any material which promotes illegal activity, could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable law, regulation or this Agreement.
- (i) disrupting or interfering with the security of, or otherwise abusing, IIFTI and its affiliates, or any servers or networks connected to IIFTI, or attempting to obtain unauthorized access to the Platform.
- (j) using the Platform through any automated means, including through the use of any robot, spider or crawler.
- (k) copying the Platform content onto any website.

INTELLIGENT INVESTING

7. Disclaimer of Representations and Warranties

IIFTI and its affiliates use reasonable efforts to include accurate and up-to-date information in the the Platform as to the truth, accuracy, reliability, usefulness, timeliness or completeness of that information. Neither IIFTI nor IISI guarantee, and neither provides any warranties or conditions, that the IISI app will be sufficient or appropriate for every individual or situation, will be current, uninterrupted or error free. THE PLATFORM, THE PLATFORM CONTENT, THE IISI SERVICES, THE MANAGED INVESTING PROGRAM SERVICES, OR ANY OTHER SERVICES PROVIDED BY IIFTI OR ITS AFFILIATES ARE PROVIDED ON AN “AS IS, AS AVAILABLE” BASIS, AND YOU USE THE PLATFORM AND THE SERVICES PROVIDED THROUGH IT AT YOUR OWN RISK. THE PLATFORM CONTENT MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. THE INFORMATION PROVIDED MAY NOT BE ACCURATE OR CURRENT, MAY NOT APPLY TO YOUR PARTICULAR SITUATION, OR MAY NOT BE SUITABLE OR APPROPRIATE FOR YOU. WE STRONGLY URGE YOU TO CONSULT A PROFESSIONAL OR SOME OTHER AUTHORITY IN THE APPROPRIATE FIELD BEFORE USING ANY OF THE INFORMATION IT PROVIDES, AND YOU ACKNOWLEDGE THAT THE PLATFORM AND THE SERVICES PROVIDED THROUGH IT ARE NOT INTENDED TO, AND SHOULD NOT BE CONSIDERED TO, PROVIDE ANY LEGAL, TAX, FINANCIAL PLANNING OR ACCOUNTING ADVICE. If you require advice in such fields, you should consult the appropriate professional advisors. NEITHER IIFTI NOR IISI NOR IIWMI MAKES ANY WARRANTY OR REPRESENTATION, AND NEITHER PROVIDES ANY CONDITION THAT THE PLATFORM OR THE SERVICES PROVIDED THROUGH IT WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, OR THAT THE PLATFORM IS FREE OF VIRUSES OR OTHER HARMFUL ELEMENTS. You are strongly advised to obtain and use appropriate antivirus and security software. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IIFTI, IISI and IIWMI HEREBY EXPRESSLY DISCLAIM AND BY USING THE PLATFORM AND THE SERVICES PROVIDED THROUGH IT YOU WAIVE ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER LEGAL, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED CONDITIONS, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, COMPATIBILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, QUALITY OR FITNESS FOR PARTICULAR PURPOSE OR THE RESULTS THAT MAY BE OBTAINED FROM THE IISI APP OR THE IISI SERVICES, WHETHER ARISING FROM STATUTE, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE. THIS SECTION 7 WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS. You specifically agree that neither IIFTI nor IISI nor IIWMI will be responsible for unauthorized access to or alteration of the Platform or any of the services provided by IIFTI, IISI or IIWMI or your transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through the Platform or relating to the services provided through it. You specifically agree that neither IIFTI nor IISI nor IIWMI is responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights. You specifically agree that neither IIFTI nor IISI nor IIWMI is responsible for any content sent using or included in the Platform or any services provided by IIFTI or IISI or IIWMI by any third party.

8. Change in Functionality

We may at any time, without notice or liability, decide to alter, amend, restrict, modify, or terminate the IISI Services or the Managed Investment Program or any functionality or aspect of the IISI Services or Managed Investment Program, all in our sole discretion, and you understand that there is no guarantee that the IISI services or the Managed Investment Program or any portion or functionality thereof will continue to operate or be available for any particular period of time, including as a result of the removal, addition, modification, or change of or in the availability of the IISI services or the Managed Investing Program, or any restriction in access thereto, or any

INTELLIGENT INVESTING

imposition of limits on any or all features of, or links to, the IISI services or the Managed Investment Program.

9. Third-Party Information Providers

Applicable to the IISI Services

Information, including real-time quote information, data, and all information and materials thereto ("Proprietary Information") is provided to you to use via the Platform. You understand, acknowledge and agree that this Proprietary Information is provided by third-party information providers (including TSX Inc., Cboe Data Services, LLC, and Neo Exchange Inc., and each of their affiliates) (the "Third-Party Information Providers") who have a proprietary interest in the Proprietary Information, that Proprietary Information is not within the public domain and is protected by copyright (both on its own and as a compilation) and all other applicable intellectual property rights. In the event of any misappropriation or misuse by you or any other person who accesses the Proprietary Information through you, IIFTI, IISI and/or the Third-Party Information Providers shall have the right to obtain injunctive relief against you. You agree to use Proprietary Information only for your individual use. You shall not furnish nor make available Proprietary Information to any other person, nor will you retransmit Proprietary Information. You will not engage in any illegal use or permit any other person to use Proprietary Information, or any part thereof in violation of any Applicable Rule (as defined in the Self-Directed Agreement). You shall not present Proprietary Information in any manner that adversely affects its accuracy or integrity or that renders it misleading. You shall take reasonable security precautions to prevent unauthorized persons from gaining access to or using Proprietary Information.

The Proprietary Information is provided to you on an "AS-IS" basis, without warranties, express or implied. You acknowledge and agree that neither IIFTI nor IISI nor any Third-Party Information Provider (including, without limitation, TSX Inc., Cboe Data Services, LLC, and Neo Exchange Inc., and each of their affiliates) represent, warrant or guarantee the timeliness, sequence, accuracy, or completeness of Proprietary Information and IIFTI and IISI and such Third-Party Information Providers disclaim all express or implied warranties, including without limitation warranties or conditions of merchantability, quality and fitness for a particular purpose and those arising by statute or otherwise in law or from the course of dealing or usage of trade. In addition to, and without limiting the foregoing, the Third-Party Information Providers will not be liable in any way to you or to any other person for: i. any inaccuracy, error or delay in, or omission of (A) any Proprietary Information, or other information or messages, or (B) the transmission or delivery of any Proprietary Information or other messages, or ii. any loss or damage from or occasioned by (A) any such inaccuracy, error, delay or omission, or (B) non-performance, or (C) interruption in Proprietary Information, or other messages, due either to any negligent act or omission by a Third-Party Information Provider, "force majeure" or any other cause.

You covenant for the benefit of each Third-Party Information Provider, that you shall not make any claim, pursue any action or make any demand against any Third-Party Information Provider in respect of this Agreement or related to the Proprietary Information irrespective of the cause of such claim, action or demand, including but not limited to breach of contract, tort (including negligence), breach of statutory duty or any other legal theory and, for greater certainty, no Third Party Information Provider or its affiliates or their respective directors, officers, employees, consultants, agents or other representatives will be liable including, without limitation, for any loss or damage suffered by you as a result of any act or failure to act (including willful misconduct or negligence), the furnishing, performance, maintenance or use of the Proprietary Information, the Proprietary Information's system, equipment, communication lines, software, databases, manuals or any other material furnished by, or on behalf of, a Third-Party Information Provider, or caused by or based on any unavailability, interruption, delay, incompleteness or inaccuracy of the Proprietary Information (notwithstanding that the Third-Party Information provider may have been

INTELLIGENT INVESTING

advised of the possibility that damages may or will arise in a given situation) including any direct, indirect, special, incidental or consequential loss, damage, injury, cost or expense, loss of profits or revenue, trading losses, loss of costs or savings, failure to realize expected profits, revenue or savings or other commercial or economic loss, damage or injury, even if advised of the possibility of same.

Upon termination of this Agreement or IIFTI and/or its affiliate's agreement with the applicable Third-Party Information Provider for whatever reason, you shall immediately cease any and all use of the Proprietary Information and, except to the extent they are required to retain the Proprietary Information under applicable laws or regulations, will destroy all Proprietary Information and any and all copies or extracts thereof. For certainty, you understand and acknowledge that a Third-Party Information Provider may discontinue disseminating any type of Proprietary Information, may change or eliminate any transmission method and may change transmission speed or signal characteristics. Third-Party Information Providers shall not be liable for any resulting liability, loss or damages to you. You shall maintain complete and accurate records in accordance with standard industry practice relating to the receipt and usage of Proprietary Information and such other information relating to the service provided by IIFTI and/or its affiliate's as may be requested from time-to-time..

You shall comply with the requirements of IIFTI as to reporting on Proprietary Information used or distributed as set forth in this Agreement, including reporting on individual users and applications receiving Proprietary Information (if applicable), and the timing of reporting. You will maintain complete and accurate records of your receipt of and access to Proprietary Information in accordance with standard industry practices. You shall comply with IIFTI's reasonable procedures and requirements for the verification of all Proprietary Information used by you or distributed through your systems (if applicable). You acknowledge that a Third-Party Information Provider, when required to do so in fulfillment of statutory obligations, may by notice to IIFTI, unilaterally limit or terminate the right of any or all users to receive or use Proprietary Information, or any part thereof, and that IIFTI will immediately comply with any such notice and will terminate or limit distribution or furnishing of Proprietary Information to you and confirm such compliance by notice to the applicable Third-Party Information Provider. In the event of any material breach of this agreement by you, the discovery of any misrepresentation or inaccurate statement by you, or where directed by any regulatory authority, this Agreement may be terminated immediately. If there is any conflict or inconsistency between these terms and conditions and the terms of any other agreement that you may have with IIFTI, these terms and conditions shall prevail as between the applicable Third-Party Information Provider and you.

YOU INDEMNIFY THE THIRD-PARTY INFORMATION PROVIDERS: You shall indemnify, hold harmless and defend IIFTI, each Third-Party Information Provider, and each of their members, governors, directors, managers, officers, employees and agents, from and against any and all suits, proceedings at law or in equity, and any and all liability, loss or damage, including reasonable legal fees, arising out of or in connection with your use of Proprietary Information, your non-compliance with this Agreement, and any third party actions related to your receipt and use of Proprietary Information, including without limitation any third-party intellectual property rights, whether authorized or not under this Agreement.

Additional Cboe Data Services Terms

By executing this Agreement, you, (known as "Subscriber" in the Data Subscriber Agreement) agree that:

- (a) you have read and agreed to be bound by the "Data Subscriber Agreement", a copy of which is [available here](#), and the Cboe Global Markets, Inc. Privacy Notice and Policy (located [here](#) and at www.cboe.com/legal/privacy);

INTELLIGENTINVESTING

- (b) IIFTI, the Data Recipient/Vendor (i) is not an agent of Cboe Data Services, LLC; (ii) is not authorized to add to or delete any terms or provisions from the Data Subscriber Agreement; and (iii) is not authorized to modify any provision of the Data Subscriber Agreement; and
- (c) no provision has been added to or deleted from the Data Subscriber Agreement and that no modifications have been made to it. Both the Subscriber and the person executing on behalf of the Subscriber warrant that the Subscriber is legally able to undertake the obligations set forth therein and the signatory is duly authorized to bind the Subscriber to the Data Subscriber Agreement.

By entering into this Agreement, you confirm that you have been provided with a copy of the Data Subscriber Agreement.

Additional Neo Exchange Inc. Terms

Neo Exchange Inc.'s ("Neo Exchange") aggregate liability arising from or related to data provided to data client, including its indemnification obligations below, shall not exceed an amount equal to the average monthly amount paid on behalf of the data client to Neo Exchange by IIFTI and/or its affiliates calculated over the twelve (12) months preceding the date that the first cause of action arose, including a cause of action that is continuing.

None of Neo Exchange's third-party information providers will be liable to you or any other person for any loss or damage, whether direct or indirect, special, punitive, consequential or incidental, relating to inaccurate or incomplete Proprietary Information or other data or information, or any unavailability, delay, interruption, error or omission in the furnishing thereof, even if Neo Exchange's third-party information provider has been advised of the possibility of such damages.

Governing Law and Dispute Resolution

These Terms of Use and any dispute, claim, or controversy arising out of or relating to these Terms of Use, the Platform, or any services provided through the Platform (whether based in contract, tort, statute, or any other legal theory) shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to conflict of law principles.

You irrevocably submit and attorn to the exclusive jurisdiction of the courts of the Province of British Columbia, sitting in the City of Vancouver, for the adjudication of any dispute, claim, or controversy arising out of or relating to these Terms of Use, the Platform, or any services provided through the Platform, and you waive any objection to venue or jurisdiction in such courts.

Nothing in this section limits the right of IIFTI, IISI, or IIWMI to commence or carry on proceedings against you in any other jurisdiction where you may be found or where your assets may be located, nor does it limit the right of IIFTI, IISI, or IIWMI to seek injunctive or other equitable relief in any court of competent jurisdiction.

Severability

If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, unlawful, or unenforceable for any reason, that provision shall be severed to the minimum extent necessary, and the remaining provisions shall continue in full force and effect.