



## Online Account Access Terms and Conditions

In consideration of Euro Pacific Canada Inc. providing access to one or more of your accounts through the online account service (hereinafter the "Service") You hereby accept and agree to the following terms:

### 1. ACCEPTANCE OF TERMS AND CONDITIONS

1.1 You will be deemed to have accepted and agreed to be bound by the terms and conditions herein upon Your signing of this agreement.

Facsimile signatures are acceptable.

1.2 This agreement is in addition to and not in substitution of any other agreement between Euro Pacific Canada Inc. and You. Any Prior agreements that You may have signed relating to access to accounts, including authorizations or consents, will remain in full force and effect, except to the extent that prior agreements are inconsistent with the provisions of this agreement, in which case the provisions of this agreement shall prevail.

### 2. SECURITY

2.1 You are solely responsible for maintaining the security of Your own username and password and ensuring that the username and password are used only by you.

2.2 You agree not to disclose your username or password to any other person. Euro Pacific Canada Inc. and its officers, directors and employees, shall not be responsible for the unauthorized use of the Service by any other person and are under no obligation to confirm the actual identity of any username or password.

2.3 You shall notify Euro Pacific Canada Inc. immediately upon becoming aware of any known or suspected unauthorized use(s) of Your username and password to gain access to the Service, or any known breach of security, including loss, theft or unauthorized disclosure of Your username and password.

2.4 The parties hereto agree that in no event will Euro Pacific Canada Inc. be liable to You or to others for any damages, direct, indirect, consequential or special, including without limitations, all losses, costs, expenses, loss of profits, or loss of business revenue arising from any unauthorized access to the information disseminated in the course of providing the Service.

2.5 You recognize that the security and privacy of any information exchanged via the Internet between You and Euro Pacific Canada Inc. cannot be guaranteed and that any such information may be viewed or altered by a third party during transit. As such, You hereto agree not to send instructions, such as buy/sell orders and fund transfers, via the Internet. Euro Pacific Canada Inc. will not accept or execute these communications.

### 3. PERSONAL CONDUCT

The Service contains proprietary information including copyrighted material and trademarks. Furthermore, all content within the Service is copyrighted as a whole under the copyright laws of Canada. You may not alter, publish, transmit, or in any way exploit any of the content of the Service, nor may You participate in any of the above. You may download copyrighted material solely for Your personal use. No copying, redistribution, retransmission, publication or exploitation of this material is permitted without the express written consent of Euro Pacific Canada Inc.. You acknowledge that You do not receive any ownership rights by downloading copyrighted material.

### 4. ACCURACY OF INFORMATION

4.1 Euro Pacific Canada Inc. does not guarantee the accuracy, completeness, sequence or timeliness of any information disseminated in the course of providing the Service.

4.2 Neither Euro Pacific Canada Inc. nor any other party shall be liable in any way, contingent or otherwise, for any loss or damage arising from or occasioned from any inaccuracy, error, delay, omission or incorrect sequencing of any information disseminated in the course of providing the Service.

### 5. AVAILABILITY OF INFORMATION

5.1 Euro Pacific Canada Inc. does not guarantee the availability of the Service at any particular time.

5.2 Neither Euro Pacific Canada Inc. nor any other party shall be liable in any way, contingent or otherwise, for any loss or damage arising from or occasioned by the unavailability of the Service for any reason whatsoever, including but not limited to, malfunction, cancellation or withdrawal of access to the Service.

### 6. MODIFICATION OF THE SERVICE AND/OR AGREEMENT

6.1 Euro Pacific Canada Inc. may modify the Service, or any part of the Service, at any time.

6.2 Euro Pacific Canada Inc. may amend this agreement at any time by giving notice of the amendment, by mail, facsimile or electronic mail, to You. You shall be deemed to have accepted the amendment following 30-days notice of such amendment.

### 7. TERMINATION OF THE SERVICE

7.1 You agree and acknowledge that Euro Pacific Canada Inc. may terminate or suspend the Service for any reason and at any time without notice to You.

7.2 You may terminate the Service at any time by providing notice in writing to Euro Pacific Canada Inc. or in any manner acceptable to Euro Pacific Canada Inc..

### 8. INQUIRIES

You will be responsible for obtaining and maintaining all equipment necessary to access and use the Service, as well as any related charges. This includes, but is not limited to, telephone, Internet access and computer hardware. Inquiries regarding account information, investment advice or account transactions must be directed to Your Investment Advisor.

### 9. GENERAL

No waiver by Euro Pacific Canada Inc. of any breach of any term or condition of this agreement shall be deemed a waiver of any breach of such term or condition or any other term or condition of this agreement. In the event that any term or condition of this agreement, in whole or in part, is held to be invalid or unenforceable, the remaining terms and conditions of this agreement shall remain in full force and effect. The rights and obligations of this agreement shall be binding upon the respective successors and assigns of the parties hereto. You agree that they will not assign Your rights and obligations under the agreement without the express written approval of Euro Pacific Canada Inc.. The headings of paragraphs of this agreement are inserted for convenience of reference only and shall not affect the construction or interpretation hereof. This agreement shall be governed by and constructed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereto have requested that this agreement be drawn up in the English language only. Les parties aux présentes ont demandé que cette convention soit rédigée en anglais uniquement.