## **New Market Funds – Website Terms and Conditions**

**Updated July 2018** 

BEFORE USING OUR SITES, PLEASE READ THESE WEBSITE TERMS AND CONDITIONS CAREFULLY.

These Website Terms and Conditions ("Terms") are applicable to New Market Funds Inc. ("Company") and sets out the terms by which visitors may visit and use any and all of our sites (collectively "Sites"), including www.newmarketfunds.ca, www.newcommons.ca, www.communityforwardfund.ca, http://ccif.coop.

The terms and conditions of our Privacy Policy apply to your use of our Sites. You should read the Privacy Policy carefully before you use our Sites because by using our Sites, you will be agreeing to everything in these Terms.

There may be links from our Sites to other web sites not listed above; note that these Terms apply only to our Sites and not to web sites of other companies or organizations to which our Sites may be linked. You must check on any linked sites for the terms and conditions that apply to that site and/or make any necessary inquiries in respect of those terms and conditions with the operator of the linked site. These links to third party websites are provided as a convenience and are for informational purposes only. The Company does not endorse, and is not responsible for, these linked websites.

Your use of our Sites signifies your acknowledgement and consent to our Website Terms and Conditions as outlined below, and any changes in effect at the time of use, as well as the terms contained in our Privacy Policy. If you do not agree to these Terms, please do not continue to use our Sites.

## **No Financial Advice**

Our Sites do not provide financial advice. All of the materials provided on our Sites, such as text, graphics, photographs, images, charts and any other materials are for educational and informational purposes only and are not a substitute for professional financial, investment, tax or legal advice. You alone are responsible for determining whether any investment or investment strategy is appropriate for you or your organization based on your or your organization's investment objectives, financial situation and risk tolerance. You should seek legal, financial or tax advice regarding your specific situation.

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#### Indemnification

By accessing our Sites, you agree to indemnify us and our partners, employees, agents and consultants and hold them harmless from any and all claims and expenses, including attorney's fees, arising from your use of our Sites or your violation of any term of these Terms.

#### Disclaimer

The materials and services offered on our Sites are provided "as is" and without warranties of any kind. To the fullest extent permissible pursuant to applicable law, we disclaim all warranties, express or implied, including, but not limited to, implied warranties of non-infringement, merchantability and fitness for a particular purpose. Furthermore, we specifically make no warranties regarding the success of any investment opportunities described on our Sites. We do not warrant that the use of our Sites will be uninterrupted or error-free, that defects will be corrected, or that our Sites or the server(s) that make it available or any advertised or hyperlinked site are free of viruses or other harmful components or that our Sites, server(s), or advertised or hyperlinked sites will be accessible at all times. We do not warrant or make any representations regarding the use of our Sites or any information contained therein with respect to correctness, accuracy, reliability, graphics, links or otherwise. You assume the entire cost of all necessary servicing, repair or correction to any equipment you use to access this Web site. To the extent that applicable law may not allow the exclusion of implied warranties, the above exclusions may not apply to you.

Documents, information, graphics and other materials appearing at our Sites may include technical inaccuracies, miscalculations, typographical errors, and out-of-date information. Use of such documents, information, graphics or other materials is at your own risk.

## **Other Restrictions on Conduct**

You agree not to disrupt, modify or interfere with the functioning of our Sites or any services provided on or through them. You further agree not to disrupt, modify or interfere with in any way any software, hardware or servers associated with our Sites, and you agree not to impede or interfere with others' use of our Sites. You also agree not to alter or tamper with any

information or materials on, or associated with, our Sites or services provided on or through them.

# **Ability to Accept Terms of Use**

You affirm that you are more than 18 years of age and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms.

# **Severability and Enforceability**

If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. The Company may assign any or all of its rights hereunder to any party without your consent. You are not permitted to assign any of your rights or obligations hereunder without the prior written consent of the Company, and any such attempted assignment will be void and unenforceable. These Terms constitute the entire agreement between you and the Company regarding your use of the Sites, and supersede all prior or contemporaneous communications whether electronic, oral or written between you and the Company regarding your use of the Site.

## **Changes to These Terms**

If we alter our Website Terms and Conditions, any changes will be posted on this page of our Site so that you are always informed of the information we collect about you, how we use it and the circumstances under which we may disclose it. Revisions will be effective upon posting to this page. Continued use of our Sites following the posting of any revisions to these Terms and Conditions will mean you accept those changes. Please check these Terms and Conditions periodically for any changes.

## **Acceptance of Our Privacy Policy**

By using this Site or any other Company Site or interactive banner ads, you signify your acceptance of our Privacy Policy, and you adhere to the terms and conditions posted on the Site. By submitting your information, you agree that it will be governed by our Privacy Policy.