

## End User License Agreement

### TERMS & CONDITIONS:

#### Change Log:

1. Original version: May 2024

#### 1. General

##### a) Purpose

454Avila - DeAvila Family Office provides this Site on its own behalf and its subsidiaries for general informational purposes only for clients and consultants of its subsidiaries. It does not constitute personalized or specific advice on financial planning, investment, insurance, economic, legal accounting, tax, or similar matters.

##### b) Use

This User Agreement contains several important obligations, restrictions, notices, and disclaimers that apply to this Site, to the use of this Site, and to any information made available on this Site. By registering to use this Site and/or making any use of this Site and/or any of the pages or information made available on this Site, you agree to be bound by all of the provisions of this User Agreement regarding all matters regarding this Site. We recommend you read this User Agreement carefully. If you do not agree with these conditions of use, do not access or view this Site.

##### c) Other Conditions

In addition to this User Agreement, your use of this Site may be subject to the "Conditions of Use" posted on 454Avila - DeAvila Family Office, [www.454avila.com](http://www.454avila.com). It may also be subject to the terms and conditions posted on or applicable to third-party Sites that you may link to from this Site. See the section below entitled "Disclaimer re Third-Party Sites."

##### d) User

This User Agreement applies to all persons who use this Site or attempt to do so, whether or not they are authorized by 454Avila - DeAvila Family Office. This User Agreement refers to a person as "User" or "you." Users include Clients, Consultants, and employees of 454Avila - DeAvila Family Office and its subsidiaries. Where in this User Agreement there is a reference to the User contacting his or her Consultant if the User is a Consultant, such references are deemed to refer to contacting 454Avila - DeAvila Family Office.

##### e) Definitions

In this User Agreement:

- "Consultants" mean those registered to trade securities for 454Avila - DeAvila Family Office;
- "454" means 454Avila - DeAvila Family Office;
- "includes" and "including" means including without limiting the generality of the foregoing;
- "454Avila" means 454Avila - DeAvila Family Office and/or any of its subsidiary corporations;
- "Site" means this website, having the URL [www.454avila.com](http://www.454avila.com);

- "Third Party Sites" means websites that are owned, maintained, or controlled by third parties (and not by 454Avila – DeAvila Family Office) to which links are provided from this Site;
- "Use" includes access, view, or copying, whether in whole or in part;
- "we," "our," and similar terms refer to 454Avila – DeAvila Family Office;

Captions and headings are inserted for convenience only and are not to be used to aid in interpreting this User Agreement.

#### f) Changes to the Agreement

Changes may be made by 454Avila – DeAvila Family Office to this User Agreement at any time by updating this posting. We strongly recommend that you review this User Agreement regularly, and your continued use of this Site means that you agree to any changes made. Notice of such changes may be given to you, whether on this Site or separately, but the failure to provide such notice does not relieve you of any responsibility to review this User Agreement or be bound by the provisions of this User Agreement as amended.

#### g) Proper Law

454Avila - DeAvila Family Office administers this Site and its content from its offices in Luxembourg. This Site, its content, this User Agreement, and your use of this Site are all governed by the laws of the country of Luxembourg as applicable therein, without giving effect to any conflict of laws principles. You agree that all questions and disputes regarding this Site and your use thereof will be decided exclusively by the courts of the Luxembourg and European Union.

#### h) 454Avila - DeAvila Family Office

454Avila - DeAvila Family Office is dedicated to building lasting projects and client relationships.

#### j) More Information

If you have any questions or concerns regarding this Site - please contact your Consultant or:

454Avila – DeAvila Family Office  
Attention: Account View Service Centre

## 2. Ownership

### a) Ownership of the Site

This Site is owned and operated by 454Avila – DeAvila Family Office

### b) Copyright

Except where expressly stated otherwise, this Site and all information which is available on this Site is the property of 454Avila - DeAvila Family Office and is subject to the exclusive copyright held by 454Avila - DeAvila Family Office Unless otherwise specified, no person has permission to copy, redistribute, modify, reproduce, or republish in any form any information found on this Site. This includes electronically reproducing by "uploading" or "downloading" or accessing the

Internet or any other local or international computer system. Any infringement of the rights of the Investors Group will result in appropriate legal action.

c) Trademarks

This Site contains names, words, titles, marks, logos, icons, trade names, brand names, designs, domain names, or other content that may constitute registered or unregistered trademarks or service marks (which are collectively referred to in this User Agreement as "Trademarks.") The Trademarks are protected by United States and foreign trademark laws. All rights reserved. Trademarks are owned by 454Avila - DeAvila Family Office and licensed to its subsidiary corporations or are owned by third parties who have granted licenses to 454Avila - DeAvila Family Office to use them.

d) License to view

Suppose you have already been registered and authorized as a User of this Site. In that case, you are granted a limited license to use, display on your computer, download, and print the text and images available on this Site solely for non-commercial, personal, and informational purposes. This license is personal to you and may not be assigned, transferred, or sub-licensed to any other person. Where any images or text on this Site are downloaded, copied, stored, or printed, they are still subject to this User Agreement, and you will ensure that all copyright and trademark notices are retained. The contents of this Site may be changed at any time without notice to you.

3. Use

a) No improper use

This Site and its content may be used only for the limited purposes described in this User Agreement. You will not make or attempt to make any other use thereof. You will not abuse this Site in any way, modify it or any of its content, or disrupt or interfere with its availability or operation.

c) Contract

Nothing on this Site forms a contract or part of a contract other than this User Agreement. This User Agreement is a contract between the User and 454Avila - DeAvila Family Office, and 454Avila - DeAvila Family Office is entitled to rely upon and enforce its terms.

d) Accuracy of data

The information, material, and content posted on this Site are believed to be reliable when posted. Although best efforts are made to ensure accuracy, there is no guarantee that the information, material, and content are accurate, complete, or current at all times. Without limiting the generality of the foregoing, there may be typographical errors or inaccurate or incomplete information resulting from Internet software and/or transmission problems.

e) Report Errors

If you notice any errors on this Site or in the information accessible on this Site, please advise your Consultant immediately.

f) Third-Party Data

No endorsement or approval of any third parties or their advice, opinions, information, products, or services is expressed or implied. 454Avila - DeAvila Family Office does not review or control, and is not responsible for, any information created or supplied by a third party.

g) Disclaimer regarding third-party Sites

This Site contains a number of links to Third-Party Sites. In addition to this User Agreement, your use of Third-Party Sites may be subject to the terms and conditions posted on or apply to the Third-Party Sites. The parties who own, maintain, or control Third Party Sites are solely responsible for their content, and 454Avila - DeAvila Family Office assumes no responsibility for such content. Links to third-party sites are provided for convenience only. They are not to be construed as an endorsement or recommendation of the products, services, advice, or information available to them. Linking to Third Party Sites is at your own risk, and 454Avila - DeAvila Family Office is not responsible for or liable for any damages in connection with linking.

h) No Warranties

All information contained on this Site is provided "as is, where is" without any warranties of any kind. 454Avila - DeAvila Family Office and its affiliated corporations and their respective officers, employees, agents, and contractors make no representations and disclaim all express and implied warranties of any kind, including representations, warranties, or conditions regarding accuracy, timeliness, completeness, non-infringement, merchantability, or fitness for a particular purpose, and assume no responsibility for the consequences of any errors or omissions.

i) Liability

As a User, you assume full responsibility for risk of loss or damage of any nature whatsoever arising from or in connection with the use of this Site. You further agree that none of 454Avila - DeAvila Family Office, its affiliates, their respective officers, employees, agents, and service providers shall be liable for any loss or damage of any nature whatsoever arising out of or in connection with the use or the inability to use, this Site or any Third Party Site, regardless of whether 454Avila - DeAvila Family Office has been notified of the possibility thereof, and including any claims whether or not foreseeable based on contract, tort, strict liability or other legal or equitable theory. 454Avila - DeAvila Family Office is not liable for any action or decision made by you in reliance on this Site or the information contained herein or any unauthorized use or reproduction of this Site or information herein.

j) Indemnify 454Avila – DeAvila Family Office

As a User, you shall indemnify and save harmless 454Avila - DeAvila Family Office and its affiliates for all claims, liabilities, losses, and expenses (including legal fees) arising from using this Site and/or violating this User Agreement.

#### 4. Security

a) User IDs and Passwords

As a User, you are solely responsible for maintaining the security and confidentiality of your User ID and Password. 454Avila - DeAvila Family Office shall treat and shall be entitled to treat anyone who uses your User ID and Password as you. Accordingly, you agree not to disclose or provide your User ID or Password to any other person (including to employees and Consultants of 454Avila - DeAvila Family Office or of any of its subsidiaries) or to permit any other person to gain access to this Site utilizing your User ID or Password.

#### b) User ID and Password Selection and Confidentiality

User IDs and Passwords are created by you during the registration process. In creating a suitable Password, you should ensure that the Password complies with the password rules that are posted on the Site from time to time and does not contain or refer to any word that may identify you (including name, address, telephone number, Plan or Account Number, Consultant Number, the birthday of you or a family member). 454Avila - DeAvila Family Office may not accept a User ID or Password that it finds unacceptable or objectionable for any reason. You agree to notify 454Avila - DeAvila Family Office immediately in the event that your User ID or Password has been disclosed to or learned by another person or if you become aware of any known or suspected security breach, including the use of your User ID or Password by another person to gain access to this Site.

#### c) Email Security

Email over the Internet is not a secure medium. The authenticity, integrity, or privacy of any such email cannot be assured, and they are susceptible to possible alteration, interception, and/or loss. Please do not send any personal information or any information of a sensitive or confidential nature to 454Avila - DeAvila Family Office or our Consultants by means of email. Therefore, 454Avila - DeAvila Family Office is not responsible for and is not liable for any harm or damages in connection with any email you choose to send to 454Avila - DeAvila Family Office or one of our Consultants or an email sent by 454Avila - DeAvila Family Office or one of our Consultants to you at your request.

#### d) Time Outs

For security reasons, if you have logged onto this Site and there has been no activity for a certain time period (currently 20 minutes), your session will be terminated automatically, and you will be required to log on to the Site again. This includes when you have chosen to use a link available on the Site and are viewing a Third-Party Site.

#### e) Use Anti-Virus Software

While it has taken reasonable precautions, 454Avila - DeAvila Family Office assumes no responsibility that this Site does or does not contain any virus, Trojan Horse, worm, spyware, adware, malware, or similar code having contaminating, destructive or intrusive properties ("Viruses"). As a User, you acknowledge that you are solely responsible for taking steps to protect your computer from the introduction of Viruses from any website or location, including this Site and any Third-Party Sites. You are encouraged to ensure that adequate precautions have been taken to protect your computer and any data stored on the computer, including the installation and updating of anti-virus software and the regular backup of the data on such computer.

### 5. Privacy

#### a) Privacy & Confidentiality

454Avila - DeAvila Family Office is committed to protecting the privacy and security of all clients' personal information that we may collect and maintain in the course of carrying on our business. This includes any information about you that may be collected in connection with this Site. Information that you provide for purposes of registration on the Site is collected, held, and used for the purposes of (i) verifying your identity, (ii) restoring your access to this Site in the event that you have forgotten your User ID or your Password and (iii) addressing any concerns that a violation of this User Agreement, a fraudulent or illegal act or abuse of this Site has occurred. No other use will be made of such information. Any information you provide for registration on this Site (including name, email address, telephone number, or Postal Code) will not be used to update your personal information, which is maintained on 454Avila - DeAvila Family Office

client and account records. Any changes to that information should be communicated directly to your Consultant. You are entitled to review any personal information about you that is acquired or held by 454Avila - DeAvila Family Office in connection with this Site and to have any errors in that information rectified. This may be done by contacting the Investors Group at the address designated above.

#### b) Cookies

When you log onto the Site, it installs temporary cookies on your computer to allow the Site to recognize your computer while you are still logged onto the Site. These cookies contain no personal data or other identifying information about you. Cookies are not written onto your computer's hard drive, and they expire when you log off your Internet browser. You consent to these cookies being installed on your computer by 454Avila - DeAvila Family Office on the foregoing basis. 454Avila - DeAvila Family Office and this Site do not utilize or install any other kind of cookies on your computer in connection with this Site. 454Avila - DeAvila Family Office is unaware of, nor responsible for, the cookie practices of any third-party sites.

#### c) Use of third-party service providers

From time to time, 454Avila - DeAvila Family Office may utilize third-party service providers to provide certain tools or software for the operation of this Site or certain hardware and facilities on which this Site may be hosted and maintained. 454Avila - DeAvila Family Office will enter into agreements with such third parties that oblige them to maintain the security and confidentiality of all data they may have access to, including information that may identify a User.

#### d) Site Visitorship Data/Traffic Analysis

454Avila - DeAvila Family Office may collect information regarding your use of the Site, including the times of logging onto and off the Site, which pages you choose to access, and the links on this Site that are used. This information may be used for managing and developing the Site, helping to resolve problems, and analyzing the use of this Site. The User ID and Password you enter, and the IP address of your computer, are also required by 454Avila - DeAvila Family Office and used for enforcing the security features of the Site and the provisions of the User Agreement and for the detection of fraud, abuse of this Site and attempts to circumvent the security features of this Site, and of any attempts to do the foregoing. Such information will not be provided to anyone other than 454Avila - DeAvila Family Office affiliates and services providers engaged in the support and maintenance of the Site and to law enforcement authorities as required.

### 6. Securities Matters

#### a) No advice, offers or solicitation

The information on this Site (or any Third-Party Sites) is not intended to provide specific financial, investment, tax, legal, or accounting advice. It should not be relied on for any of those purposes. If you propose to make any financial, investment, or other significant decisions and/or require current and accurate account balance information, contact your Consultant. Any descriptions of products or services offered by 454Avila - DeAvila Family Office and its affiliates that may be contained in this Site or any third-party Site are for informational purposes only and do not constitute an offer to buy or sell such products or services.

#### b) Prospectuses

Important information about any finance instrument is contained in its Simplified Prospectus, Annual Information Form, Facts document, and Management Report on Performance. This includes the investment objective, purchase options, and

applicable charges. You can view a copy of these documents on the Investors Group website at [www.454avila.com](http://www.454avila.com) within the investor secure Site. All information on this Site or subsidiary Site should not be considered an offer to sell or a solicitation to buy any product, service, or investment available from 454Avila - DeAvila Family Office

## 7. Termination

### a) Termination of Access

454Avila - DeAvila Family Office may terminate your access to this Site at any time without notice. If your access has been terminated and you have any questions, please contact your Consultant or 454Avila - DeAvila Family Office at the address or designated email above.

### b) Availability of Site

454Avila - DeAvila Family Office does not warrant that this Site will be available and meet your requirements or that access to this Site will be uninterrupted. Interruptions of availability may occur without notice, including periods of unavailability required for maintenance or technical reasons.

### c) Termination of Site

454Avila - DeAvila Family Office may terminate this Site at any time without notice.