

FIRST ASSET FUNDS INC.

WEBSITE USE AGREEMENT

Please read this Agreement carefully and its entirety before using the First Asset Funds Inc. (First Asset) website (the Website) because the Agreement governs your use of the Website.

SECTION 1 — DEFINITIONS

In this Agreement:

- (i) *Agreement* means this agreement, including its introduction, all as amended, supplemented or restated from time to time by First Asset.
- (ii) *Person* means any natural person, sole proprietorship, partnership, corporation, trust, joint venture, any governmental authority or any incorporated or unincorporated entity or association of any nature.
- (iii) *First Asset* means First Asset, its subsidiaries, its related and affiliated companies, and any of the other entities which it administers or manages.
- (iv) *Website* means the First Asset website.

SECTION 2 — PERMITTED USERS

The Website and its content are intended to be used or viewed only by Persons located in Provinces and Territories of Canada where First Asset's products and services may lawfully be distributed. The Website and its content are not intended for Persons resident or located outside of Canada. Those who choose to access the Website from jurisdictions outside of Canada do so on their own initiative and are responsible for compliance with local laws.

SECTION 3 — YOUR ACCEPTANCE OF THIS AGREEMENT

This Agreement is an agreement between you and First Asset and governs your use of the Website. Each time you use the Website, you signify your acceptance and agreement, without limitation or qualification, to be bound by this Agreement, and you represent and warrant that you have the legal authority to agree to and accept this Agreement. If you do not agree with each provision of this Agreement, or you are not authorized to agree to and accept this Agreement, or you do not have the legal authority to agree to and accept this Agreement, then you may not use the Website. If you breach any provision of this Agreement, then you may no longer use the Website. First Asset reserves the right to seek all remedies available at law and in equity for violations of this Agreement, including the right to block access from a particular internet address to the Website.

SECTION 4 — NO ADVICE OR SOLICITATION

The Website and its content are for educational and informational purposes only. You should always obtain and carefully read any relevant documents (such as prospectuses) that are available. Also, please seek the advice of professionals or experts before acting or omitting to act based upon any information provided by this Website.

SECTION 5 —DISCLAIMER

Although First Asset believes the contents of this Website to be correct, the Website could include technical or other inaccuracies or typographical or other errors. **First Asset does not accept any liability for your use of the Website or your reliance on its contents.**

Accordingly:

YOUR USE OF THE WEBSITE IS AT YOUR OWN RISK.THE WEBSITE IS PROVIDED ON AN “AS IS ” AND “AS AVAILABLE ”BASIS, AND WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED.FIRST ASSET MAKES NO REPRESENTATION AND DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES AND CONDITIONS OF ANY KIND, INCLUDING WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES OR CONDITIONS REGARDING ACCURACY, TIMELINESS, COMPLETENESS, NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY, MERCHANTABLE QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE, OR COURSE OF DEALING.

WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE FOREGOING, FIRST ASSET MAKES **NO** REPRESENTATION, WARRANTY OR CONDITION THAT

(i) THE WEBSITE WILL MEET YOUR REQUIREMENTS OR WILL BE COMPATIBLE WITH YOUR COMPUTER AND RELATED EQUIPMENT, AND SOFTWARE;

(ii) THE WEBSITE WILL BE AVAILABLE OR WILL FUNCTION WITHOUT INTERRUPTION OR WILL BE FREE OF ERRORS OR THAT ANY ERRORS WILL BE CORRECTED;

(iii) THE OPERATION OF THE WEBSITE IS SECURE AND PRIVATE;

(iv) THE WEBSITE, THE INFORMATION OBTAINED THROUGH THE WEBSITE, OR ANY RESULTS THAT MAY BE OBTAINED THROUGH THE USE OF THE WEBSITE OR THE INFORMATION WILL BE ACCURATE, COMPLETE, RELIABLE, TIMELY, OR AUTHENTIC;

(v) THE USE OF THE WEBSITE, INCLUDING THE BROWSING AND DOWNLOADING OF ANY MATERIALS FROM THE WEBSITE, WILL BE FREE OF VIRUSES, TROJAN HORSES, WORMS OR OTHER DESTRUCTIVE OR DISRUPTIVE COMPONENTS OR BUGS;OR

(vi) THE USE OF THE WEBSITE WILL NOT INFRINGE THE INTELLECTUAL PROPERTY OR OTHER RIGHTS OF ANY PERSON.

THE FOREGOING EXCLUSIONS MAY NOT APPLY TO YOU TO THE EXTENT THAT APPLICABLE LAW PROHIBITS THE EXCLUSION OF IMPLIED WARRANTIES.ANY CLAUSE DECLARED INVALID SHALL BE DEEMED SEVERABLE AND NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF THE REMAINDER.

SECTION 6 —NO LIABILITY

FIRST ASSET WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY LOSS OF USE, LOSS OF PRODUCTION, LOSS OF INCOME OR PROFITS (ANTICIPATED OR OTHERWISE), LOSS OF MARKETS, ECONOMIC LOSS, SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LAW OR EQUITY, ARISING FROM, IN CONNECTION WITH, OR RELATING TO THE USE OF THE WEBSITE BY YOU OR ANY OTHER PERSON, AND REGARDLESS OF ANY NEGLIGENCE OR OTHER FAULT OR WRONGDOING BY FIRST ASSET OR ANY OTHER PERSON FOR WHOM FIRST ASSET IS RESPONSIBLE, AND NOTWITHSTANDING THAT FIRST ASSET MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES BEING INCURRED BY YOU OR ANY OTHER PERSON.

WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE FOREGOING:

(i) IN NO EVENT WILL FIRST ASSET BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY LOSS OR DAMAGE SUFFERED AS A RESULT OF THE OPERATIONAL FAILURE, MALFUNCTION, INTERRUPTION, CHANGE, AMENDMENT OR WITHDRAWAL OF THE WEBSITE.

(ii) THROUGH YOUR USE OF THE WEBSITE, YOU MAY HAVE THE OPPORTUNITY TO ENGAGE IN OR CONTINUE COMMERCIAL TRANSACTIONS WITH OTHER PERSONS. ALL SUCH TRANSACTIONS ARE AT YOUR OWN RISK. FIRST ASSET IS NOT A PARTY TO ANY SUCH TRANSACTIONS AND DISCLAIMS ANY AND ALL LIABILITY REGARDING ALL SUCH TRANSACTIONS.

(iii) IN NO EVENT WILL FIRST ASSET BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY LOSS OR DAMAGE ARISING FROM OR RELATED TO ANY MISPRINTS OR ERRORS ON THE WEBSITE. THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU TO THE EXTENT THAT APPLICABLE LAW PROHIBITS THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ANY CLAUSE DECLARED INVALID SHALL BE DEEMED SEVERABLE AND NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF THE REMAINDER.

SECTION 7 —RELEASE AND INDEMNITY

YOU HEREBY RELEASE, REMISE AND FOREVER DISCHARGE FIRST ASSET AND ALL OF ITS RESPECTIVE AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, INFORMATION PROVIDERS, SERVICE PROVIDERS, SUPPLIERS, LICENSORS AND LICENSEES, AND ALL OTHER RELATED, ASSOCIATED, OR CONNECTED PERSONS FROM ANY AND ALL MANNER OF RIGHTS, CLAIMS, COMPLAINTS, DEMANDS, CAUSES OF ACTION, PROCEEDINGS, LIABILITIES, OBLIGATIONS, LEGAL FEES, COSTS, AND DISBURSEMENTS OF ANY NATURE AND KIND WHATSOEVER AND HOWSOEVER ARISING, WHETHER KNOWN OR UNKNOWN, WHICH NOW OR HEREAFTER EXIST, WHICH ARISE FROM, RELATE TO, OR ARE CONNECTED WITH YOUR USE OF THE WEBSITE.

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD FIRST ASSET AND ALL OF ITS RESPECTIVE AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, INFORMATION PROVIDERS, SERVICE PROVIDERS, SUPPLIERS, LICENSORS AND LICENSEES, AND ALL OTHER RELATED, ASSOCIATED, OR CONNECTED PERSONS (COLLECTIVELY, THE "INDEMNIFIED PARTIES ") HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES AND COSTS, INCLUDING WITHOUT LIMITATION REASONABLE LEGAL FEES AND EXPENSES, INCURRED BY THE INDEMNIFIED PARTIES IN CONNECTION WITH ANY CLAIM OR DEMAND ARISING OUT OF, RELATED TO, OR CONNECTED WITH YOUR USE OF THE WEBSITE. YOU WILL ASSIST AND CO-OPERATE AS FULLY AS REASONABLY REQUIRED BY THE INDEMNIFIED PARTIES IN THE DEFENCE OF ANY SUCH CLAIM OR DEMAND.

SECTION 8 —OWNERSHIP AND USE OF THE WEBSITE AND ITS CONTENT

The Website and all of its content, including data, photographs, images, icons, software, and other elements, are owned or licensed by First Asset or its suppliers. The Website and all of its content are protected by domestic and international copyright, trade-mark, and other laws. Without limiting the foregoing, the entire content of the Website is, under domestic and international copyright laws, a collective work owned by First Asset. Your use of the Website and its content does not transfer to you any ownership or other rights in the Website or its content. The Website and its content may not be used for any purpose not expressly permitted by this Agreement. In particular, except as expressly stated otherwise in this Agreement, the Website and its content may not be copied, imitated, reproduced, republished, uploaded, posted, transmitted, modified, indexed, catalogued, or distributed in any way, in whole or in part, without the express prior written consent of First Asset. You may not use any of the software that is used in the operation of the Website except while you use the Website. You may not copy any of the software used in the operation of the Website. You may not reproduce, copy, duplicate, sell, or resell any part of the Website or access to the Website.

You may print or download the pages of the Website and its content for your personal, non-commercial use, provided that you do not modify any of the Web pages or content and you do not remove or alter any visible or non-visible identification, marks, notices, or disclaimers.

SECTION 9 —TRADE-MARK INFORMATION

The First Asset logo and other First Asset or product logos in this Website are registered and unregistered trade-marks, service-marks and trade-names owned by First Asset. Other product and company names and logos appearing on the Website may be registered and unregistered trade-marks, service-marks or trade-names of their respective owners.

Any use of the trade-marks, service-marks, trade-names and logos (collectively the "Trade-Marks ") displayed on the Website, except as expressly provided in this Agreement, is strictly prohibited. Nothing appearing on the Website or elsewhere will be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trade-Marks displayed on the Website.

SECTION 10 —THIRD PARTY SITES

Links in the Website to other websites or references to products, services or publications other than those of First Asset should not be construed as an endorsement by First Asset of such sites, products, services or publications. Any links on this Website to other sites are meant for convenience only and First Asset is not responsible for consequences of linking to those sites, the content of those sites, the third parties named in those sites or their products and services. Your use of those sites and your dealings with the owners or operators of those sites is at your own risk, and you may not make any claim against First Asset arising out of your use of those sites or your dealings with the owners or operators of those sites.

SECTION 11 —HYPERLINKS

Unless you have a written agreement in effect with First Asset which states otherwise, you may only provide a hypertext link to the Website on another website, provided that: (i) the link must be a text-only link clearly marked First Asset Home Page or firstassetfunds.com; (ii) the link must point to the URL <http://www.firstassetfunds.com> and not to other pages within the Website; (iii) the appearance, position and other aspects of the link may not be such as to damage or dilute the goodwill associated with First Asset's name and trademarks; (iv) the appearance, position and other aspects of the link may not create the false appearance that you or any other Person is associated with or sponsored by First Asset; (v) the link, when activated by a user, must display the Website full-screen and not within a frame on the linked website; and (vi) First Asset reserves the right to cancel and revoke any permission it may give to link to the Website at any time, for any reason, and without any notice or liability to you or any other Person.

SECTION 12 —UNSOLICITED SUBMISSIONS

First Asset does not accept or consider unsolicited ideas, including without limitation, ideas for new advertising campaigns or new or improved products and/or services. The purpose of this policy is to avoid potential misunderstandings or disputes. Accordingly, please do not send any unsolicited ideas, suggestions or other materials ("Submissions") to First Asset.

If you send Submissions to First Asset or the Website, you automatically grant to First Asset and its assigns a perpetual, royalty-free, irrevocable, unrestricted, non-exclusive, world-wide, sub-licensable right and license to use, copy, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, display and otherwise exploit the Submissions or any ideas, concepts, know-how or techniques associated with the Submissions for any purpose whatsoever, commercial or otherwise, using any form, media or technology now known or later developed, without providing compensation to you or any other person, without any liability whatsoever, and free from any obligation of confidence or other duties on the part of First Asset or its assigns, and you agree, represent and warrant that all moral rights in the Submissions are waived.

SECTION 13 —TERMINATION

First Asset may, in its sole discretion, change, suspend, or terminate, temporarily or permanently, the Website or any part of it at any time, for any reason, without any prior notice or liability to you or any other person. If this Agreement is terminated by you or by First Asset, for any reason, then this Agreement will continue to apply and be binding upon you in respect of your prior use of the Website.

Sections 5 -12 of this Agreement survive the termination of this Agreement for whatever reason.

SECTION 14 —OTHER MATTERS

(i) Severability. If any provision of this Agreement is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed to be severed from the rest of this Agreement and shall not affect the validity and enforceability of any remaining provisions.

(ii) Consents/Waivers. No consent or waiver by either party to or of any breach or default by the other party in its performance of its obligations under this Agreement will be deemed or construed to be a consent to or waiver of a continuing breach or default or any other breach or default of those or any other obligations of that party. No consent or waiver will be effective unless in writing and signed by both parties.

(iii) Headings and References. The division of this Agreement into sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless something in the subject matter or context is inconsistent therewith, references herein to Sections are to sections, subsections and further subdivisions of sections of this Agreement.

(iv) Amendments to Agreement. You may not change, supplement, or amend this Agreement in any manner. First Asset may, in its sole discretion, change, supplement or amend this Agreement as it relates to your future use of the Website from time to time, for any reason, and without any prior notice or liability to you or any other person.

(v) Entire Agreement. This Agreement, as amended from time to time by First Asset, constitutes the entire agreement between you and First Asset relating to your use of the Website and supersedes all previous agreements, written, oral or otherwise, between you and First Asset with respect to your use of the Website. **ADVICE AND INFORMATION PROVIDED BY FIRST ASSET OR ITS REPRESENTATIVES, OR THROUGH THE WEBSITE, WHETHER ORAL OR WRITTEN, WILL NOT CREATE ANY REPRESENTATION, WARRANTY OR CONDITION OR VARY OR AMEND THIS AGREEMENT, INCLUDING THE ABOVE DISCLAIMERS, LIABILITY EXCLUSIONS, RELEASE AND INDEMNITY PROVISIONS, AND YOU MAY NOT RELY UPON ANY SUCH ADVICE OR INFORMATION.**

(vi) Assignment and Enurement. The provisions of this Agreement will enure to the benefit of First Asset and its service providers and their respective successors and assigns, and shall be binding upon you and your heirs, executors, administrators, successors and personal representatives. You may not assign this Agreement or your rights and obligations under this

Agreement without the express written consent of First Asset, which may be withheld in First Asset's sole discretion. First Asset and its service providers may assign this Agreement and their respective rights and obligations under this agreement without your consent.

(vii) Governing Law. This Agreement, your use of the Website, and all related matters are governed solely by the laws of the Province of Ontario, Canada and applicable federal laws of Canada, excluding any rules of private international law or the conflict of laws which would lead to the application of any other laws, and both you and First Asset irrevocably attorn to the non-exclusive jurisdiction of the courts of Ontario. Any claim or cause of action you may have arising from, in connection with, or relating to your use of the Website, this Agreement, or any related matters must be commenced in a court of competent jurisdiction in Toronto, Ontario within one (1) year after the claim or cause of action arises, after which time the claim or cause of action is forever barred, regardless of any statute or law to the contrary.

(viii) Choice of Language. The parties confirm that it is their wish that this Agreement, as well as any other documents relating to this Agreement, including notices, schedules and authorizations, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté que cette convention, de même que tous les documents, y compris tous avis, annexes et autorisations s'y rattachant, soient rédigés en langue anglaise seulement."

THIS VERSION IN EFFECT SINCE JULY 1, 2003