

This Supplemental Privacy Agreement (the "**Supplemental Agreement**") specifically governs the access and use of the Canada Will Registry (the "Registry") and any information thereunder. You must read, understand, and agree with the terms of this Supplemental Agreement prior to any use of the Registry.

In this Supplemental Agreement, the words "**you**" and "**your**" and "**User**" mean any law firm, lawyers or such other law firm's person's authorized representative who has registered or intends to register as a User of the Registry

For more information, please also read our [Privacy Policy](#) and our [Terms and Conditions of Use](#) which govern the use of using or visiting a Lex Cortex Ltd. ("**NoticeConnect**", "**Lex Cortex**", "**us**", "**we**", or "**our**") website, including <http://www.noticeconnect.com> (the "**Website**").

## **Information Collection, Use, and Disclosure**

The word "**Information**" includes specifically and is limited to such information which you provide and we collect in order to operate the Registry's services.

We may disclose the Information to law enforcement authorities, government or public agencies or officials, regulators, and/or to any other person or entity having appropriate legal authority or justification for receipt of such Information, if required or permitted to do so by law or legal process, to respond to claims, or to protect our rights, interests, privacy, property or safety.

NoticeConnect is not responsible for maintaining the accuracy of any Information provided to us. NoticeConnect will only make available all such Information that has been provided by the User in accordance with this Supplemental Agreement.

## **NoticeConnect's Covenants**

NoticeConnect covenants to the User as follows:

1. We will only collect such Information as specified in this Supplemental Agreement.
2. Except as otherwise provided herein, we will not disclose any Information to any third-party without providing notice to the User and the User providing written permission to disclose such information.
3. We will store and secure Information in a commercially reasonable manner including back-up and storage in an encrypted manner when the Information is in transit and at rest. We will take commercially reasonable steps to protect the Information you provide us from loss, misuse and unauthorized access, disclosure, alteration and destruction.
4. We have implemented appropriate physical, electronic and managerial procedures to help safeguard and secure the Information from loss, misuse, unauthorized access or disclosure, alteration or destruction.
5. If there is a breach of privacy or any other unauthorized access to the Information, we will immediately notify the User in writing.
6. We will destroy any Information if requested or we will return any Information to the User within ten (10) business days upon written request by the User.

## **User's Covenants**

The User covenants to NoticeConnect as follows:

1. The User will verify that the Information provided to NoticeConnect is true and accurate as of the date of disclosure.
2. The User will comply with the Personal Information Protection and Electronic Documents Act ("**PIPEDA**") regarding the disclosure of any Information to LexCortex under this Supplemental Agreement together with all other laws to which the User is subject.
3. The User will not hold NoticeConnect legally responsible for any inaccuracies associated with the Information provided to the Registry and misuse of the Registry services or any failure by the User to comply with its covenants hereunder and any consequences flowing therefrom and shall indemnify Lex Cortex in such regard.
4. The User confirms and represents to NoticeConnect that they have the authority or are duly authorized by any person with the required authority to provide the Information, to use the Registry, to agree to the terms of this Supplemental Agreement and the Terms and Conditions of Use and to perform the covenants and obligations of the User hereunder. No other consent, authority or approval is required on the part of the User with respect to the same.
5. The User, its employees, agents and contractors covenant and agree to take reasonable efforts to maintain the security of the Information provided to NoticeConnect and the account utilized by the User, including, without limitation, by using unique passwords, changing passwords regularly and securely storing any password logs or records. The User shall be solely responsible for communicating its security measures and the terms of this Supplemental Agreement and the Terms and Conditions of Use to all of its employees, agents and contractors.
6. In the event the User engages NoticeConnect or any of its employees, agents or contractors to upload or

format the Information for the purposes of the Registry, NoticeConnect shall be absolved and indemnified from any errors or omissions in so doing

## **Indemnity in favour of NoticeConnect**

The User hereby indemnify and save harmless NoticeConnect from the following matters to the greatest extent permitted by applicable laws: (a) the failure of the User to register any document in its possession on the Registry, (b) the provision of any inaccurate or incomplete Information by any person to the Registry including, the User or NoticeConnect (where contracted to do so), (c) the failure of the User to respond to an inquiry or any refusal by the User to respond to any inquiry and (d) any subsequent Information that is uploaded to the Registry after any search has been performed by any person.

## **Notice and Corrections to Personal Information**

You may review the Information you have provided to NoticeConnect and make corrections to it. You may also request that NoticeConnect return or destroy such Information.

We may request that you provide changes and other requests to NoticeConnect in writing. You may address corrections, questions or privacy-related complaints to:

NoticeConnect c/o Dye & Durham, Attn: Privacy Officer  
25 York Street, Suite 1100, Box 210  
Toronto, ON M5J 2V5  
Telephone: 1 (866) 577-8509  
Fax: (437) 886-7638  
Email: [info@noticeconnect.com](mailto:info@noticeconnect.com)

We shall send any notices to the User based on the contact information provided in the User's profile associated with access to and use of the Registry. Lex Cortex will rely on this User contact information unless the User notifies Lex Cortex in writing of other preferred contact information.

## **Governing Law**

This Supplemental Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

## **Amendments**

NoticeConnect may amend this Supplemental Agreement from time to time without providing notice to the User.

## **Severability**

If any provision of this Supplemental Agreement or its application to Lex Cortex or the User is restricted, prohibited or unenforceable, that provision shall be ineffective only to the extent of that restriction, prohibition or unenforceability without invalidating the remaining provisions of this Supplemental Agreement, without affecting the validity or enforceability of that provision in respect of NoticeConnect or the User.

## **Paramountcy**

In the event of any conflict or inconsistency between the provisions of this Supplemental Agreement and the Privacy Policy and the Terms and Conditions of Use, the provisions of this Supplemental Agreement shall prevail and be paramount.

## **I Acknowledge and Agree**

By clicking the "I Agree" button, you acknowledge and agree that the access to and use of the Registry will require you to abide by the terms of this Supplemental Agreement. You also represent and warrant that you have read, understood and agree to be bound by this Supplemental Agreement.