

These Terms and Conditions of Use ("Terms and Conditions") apply to your use of and registration with dealgateway.com (the "Site").

PLEASE READ THESE TERMS AND CONDITIONS BEFORE ACCESSING, BROWSING, OR OTHERWISE USING THE SITE

Your access to, and browsing, review and use of the Site is subject to these Terms and Conditions and all applicable laws. *By accessing and using the Site, you accept these Terms and Conditions, without limitation or qualification. If you do not agree to the Terms and Conditions, do not use the Site.* If, at any time, any part of the Terms and Conditions is no longer acceptable to you, immediately terminate your use of the Site.

GENERAL

All use of the platform is subject to the Terms and Conditions. By accessing and using the platform or any service of the platform, you acknowledge, accept, and agree to all the terms, conditions, and privacy policies described or incorporated by reference below. The Terms and Conditions represents a binding contract between you and International Deal Gateway Blockchain Inc. ("IDG"), and are in addition to any other agreements between you and IDG, including any other agreements that govern your use of products, services, content, tools, and information available on the platform. If you do not agree with anything contained in the Terms and Conditions, please do not submit information to, access information from, or otherwise utilize the platform. IDG reserves the right to change the Terms and Conditions at any time without notice to you. Use of the platform following the posting of any changes to the Terms and Conditions shall be deemed to be acceptance thereof by you. In the Terms and Conditions, we may refer to a customer/reader/registrant of a Membership Account (hereinafter defined) as "you". You agree to keep business information and trade secrets of IDG, including, but not limited to the terms and pricing set forth herein, and any user account information confidential until such information becomes known to the public generally and except to the extent that disclosure may be required by law, regulation or legal process.

USE OF THE PLATFORM; LIMITATIONS; ACCEPTABLE USE

The platform is designed for private market deal professionals to connect with each other for the purposes of general networking, business development, seeking and managing investment or acquisition opportunities, and identifying investors and providers of capital, all subject to applicable laws and regulations. IDG does not render investment or legal advice in connection therewith. None of the information submitted on the platform constitutes a solicitation, offer, opinion, or recommendation by IDG to buy or sell any securities or other financial instruments or to provide legal, tax, accounting, or investment advice or services regarding the suitability or profitability of any security of any kind, investment or transaction. IDG has not made any recommendations regarding the merit of any company identified on the platform, made any recommendation regarding the purchase or sale of any security, or endorsed or sponsored any company identified on the platform. For that reason all users of the platform agree to be responsible for their own due diligence and the legal and regulatory compliance of any transaction they enter into, and IDG makes no representation or assurance about such compliance. As a user of the platform, you are required to provide true and accurate information about yourself and the company and/or business you represent, and to update and maintain such information, but IDG cannot and does not confirm the accuracy of information provided. Notwithstanding anything else herein contained, if IDG permits you to input information into the platform, you may not input any information or content, either by yourself or by requesting IDG to input on your behalf, that:

1. is promotional in nature, including solicitations for funds or businesses, without the prior written authorization of IDG;
2. constitutes junk mail, spam, chain letters, pyramid schemes or the like;
3. is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, is racially, ethnically or otherwise objectionable, or otherwise violates the legal rights of others, in the its sole discretion of IDG;
4. you know, or reasonably believe, contains any misrepresentation of a material fact or otherwise omits to state a material fact;
5. you do not have the right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements). Further, IDG is in no way responsible to verify your right to make the information available on the platform or the correctness of the information provided by you;
6. contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware, or telecommunications equipment; or
7. constitutes financial or investment advice as defined under the laws of any jurisdiction.

MEMBERSHIP ACCOUNTS / REGISTRATION

As part of your use of the Site, you may be permitted by IDG to open a membership account under the JOIN tab of the Site (the "Membership Account").

If opening a Membership Account on behalf of a company, you hereby represent and warrant that you are the designated representative of your company authorized to open a Membership Account on behalf of your company and have the ability to bind the company to all terms and conditions governing the Membership Account including those set out in these Terms and Conditions.

As part of the creation of your Membership Account you will be asked to create single user login credentials with a username and password. In consideration of your use of the Site, you agree on your own behalf and, on behalf of your company, where applicable:

1. to provide true, accurate, current and complete information about yourself and/or the company that you represent;
2. that you are responsible for all costs and charges, including without limitation, phone charges and telecommunications equipment, incurred in order to use the Site;
3. that you are fully responsible for all activities that occur under your password or Membership Account, and you and your company accept all liability for any acts or omissions by you arising out of the use of your Membership Account, even if such acts or omissions are not specifically authorised by you and your company;
4. to immediately notify us of any unauthorized use of your password or Membership Account or any other breach of security; and
5. that you are fully responsible for managing your Membership Account, including but not limited to:
6. a. maintaining the confidentiality of passwords and/or any Membership Account information;
- b. maintaining and promptly updating the Membership Account information to keep it true, accurate, current and complete; if you provide any information that is untrue,

inaccurate, not current or incomplete, or IDG has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, IDG may suspend or terminate your Membership Account and refuse any and all current and future use of the Site by you. Membership Account information and certain other information about you is subject to our Privacy Policy. For more information, please see our Privacy Policy located on the Site.

ELITE MEMBERSHIP

If you open a Membership Account, you may elect to subscribe for an elite membership ("Elite Membership"). Pursuant to the Elite Membership, you will gain access to premium offers and services (as set forth in our Elite Marketing Materials available on the Site, as amended from time to time). Subject to the fees and payment conditions applicable to Elite Membership (hereinafter set forth under the subsection "Elite Membership" of "Fees and Payment Conditions"), the Terms and Conditions and IDG's Privacy Policy otherwise apply. The Elite Membership offerings may be changed from time to time and the number of Elite Memberships may be limited at the sole discretion of IDG.

RIGHT TO CHANGE, MODIFY OR DELETE THE TERMS AND CONDITIONS

IDG reserves the right to change, modify, add or delete portions of the Terms and Conditions at any time, without prior notice. Please re-review the Terms and Conditions periodically for changes. Your continued use of the Site will mean that you accept such changes or deletions.

PRIVACY

Your privacy is very important to us. Please refer to IDG's Privacy Policy for information regarding IDG's collection, use, and storage of users' information.

COPYRIGHT AND USE OF SITE CONTENT

This Site and all the information it contains, or may in the future contain, including, but not limited to, articles, memoranda, bulletins, reports, press releases, opinions, text, directories, guides, photographs, illustrations, trademarks, trade names, service marks and logos (collectively, the "Content"), is the property of IDG, and is protected from unauthorized copying and dissemination by Canadian copyright and trademark law, international conventions, and other intellectual property laws. Certain of the trademarks and logos displayed on the site are owned by third parties. Except as we have described in these Terms and Conditions, nothing contained on this Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use this Site or any Content displayed on this Site, through the use of framing or otherwise, without the prior written permission of IDG or such third party that may own the trademark or copyright of material displayed on this Site.

IDG encourages and permits links to Content on the Site. However, IDG is an organization committed to the highest professional standards. Therefore, IDG does not grant any license or other permission for links or other use of the Site or its Content if such use or link: (a) suggests that IDG promotes or endorses any third party's causes, ideas, political campaigns, web sites, products or services, (b) copies, displays, disseminates or otherwise uses the Content without IDG's express written consent, or (c) uses the Content for commercial purposes. Furthermore, IDG does not grant its consent for links to the Site where the linking party engages in any prohibited conduct as described in these Terms and Conditions). We reserve the right to withdraw permission for any link at any time.

Subject to your full compliance with these terms, IDG authorizes you to view the Content, make a single copy of it, and print that copy, but only for your own lawful, personal, non-commercial use, provided that you maintain all copyright, trademark and other intellectual property notices contained in such Content, and provided that the Content, or any part thereof, is not modified.

RESPONSES TO ONLINE REQUESTS

From time to time, IDG may offer to provide information or materials via e-mail or otherwise to interested persons. IDG reserves the right, in its absolute discretion, to reject any requests for such information or materials, or to discontinue the provision of such information or materials to any person, for any reason whatsoever.

PROHIBITED CONDUCT

You may use the Site for lawful purposes only. In addition to all other prohibited conduct elsewhere described in these Terms and Conditions, you may not upload to, or distribute or otherwise publish through the Site, any Content that is any of the following:

- contains computer viruses, worms, moles or other contaminating or destructive elements;
- violates the rights of others, such as Content that infringes any copyright, trademark, patent, trade secret or violates any right of privacy or publicity;
- contains any false or misleading statement; or
- contains or constitutes advertising.
- cannabis financings and transactions. This platform does not conduct business with cannabis companies.

CONTENT MANAGEMENT AND REMOVAL

IDG does not and cannot review generally the content posted by users of the Site ("Users' Content") and is not responsible for such Users' Content. However, IDG reserves the right to cancel your access to these areas and/or delete, move, or edit any Users' Content (including messages posted in any forum, if applicable) that it may determine, in its sole discretion, violates the Terms and Conditions. You shall remain solely responsible for all Users' Content posted by you or by any other person using your account. IDG shall have the right, but not the obligation, to correct any errors or omissions in any Users' Content, as it may determine in its sole discretion.

The Service is designed to provide a platform for registrants to share and respond to business opportunities ("Opportunities"). Your use of the Site, including but not limited to, participation in information services provided by it and Content provided by us and Users' Content provided by other users and your contribution, use and disclosure of materials through the Site is subject to these Terms and Conditions. As a registrant you will have the ability to submit Opportunities, soliciting the participation of other users. Your Opportunities will be made available to other users who may respond to you. Users are restricted to only respond to Opportunities submitted by other users in the manner or for the intended purpose for that which it is solicited.

IDG prohibits the posting of any information that infringes or violates the copyright rights and/or other intellectual property rights (including rights of privacy and publicity) of any person or entity. If you believe that your intellectual property right (or such a right that you are responsible for enforcing) is infringed by any content on the Site, please write to IDG at the below address, giving a written statement that contains the following information: (a) an identification of the copyrighted work and/or intellectual property right claimed to have been infringed; (b) an identification of the allegedly infringing material on the Site that is requested to be removed. (c)

your name, address, and daytime telephone number, and an e-mail address if available; (d) a statement that you have a good faith belief that the use of the copyrighted work and/or exercise of the intellectual property right is not authorized by the owner, its agent, or the law; (e) a statement that the information in the notification is accurate, and, under penalty of perjury, that the signatory is authorized to act on behalf of the owner of the right that is allegedly infringed; and (f) the signature of the intellectual property right owner or someone authorized on the owner's behalf to assert infringement of the right. IDG will remove any posted submission that infringes the copyright or other intellectual property right of any person under the laws of Canada upon receipt of such a statement Canadian law provides significant penalties for submitting such a statement falsely. Under appropriate circumstances, persons who repeatedly submit infringing or unlawful material will be prohibited from posting further submissions.

NON-ENDORSEMENT

IDG does not represent or endorse the accuracy or reliability of any Users' Content displayed, uploaded, posted on any message board, or otherwise distributed through the Site by any subscriber, information provider or any other third party. IDG expressly disclaims any liability related to Users' Content, and you acknowledge that any reliance upon such Subscriber Content shall be at your sole risk.

The Site may contain links to sites on the Internet that are owned and operated by third parties (the "External Sites"). You acknowledge that IDG is not responsible for the availability of, or the content or software applications located on or through any External Site. You should contact the site administrator or Webmaster for those External Sites if you have any concerns regarding such links or External Sites.

SUBSCRIBER QUALIFICATIONS

When registering with or applying to IDG you must provide accurate, complete, and current registration information and you agree to provide IDG with any updates to that information promptly after such changes occur.

Individual subscriptions to the Site are available only to persons who are at least 18 years of age. Minors may receive access keys or user id/passwords only as part of an authorized group subscription. Your right to use the Site is personal to you and cannot be transferred to any other person.

You shall be responsible for obtaining communication services, computer equipment and other products or services necessary to access and use the Site. You shall be responsible for all charges associated with accessing and maintaining a connection to the Site including, but not limited to, charges imposed by an Internet service provider, or your local telephone company.

REGISTRANT INFORMATION

Unless you elect otherwise by making the appropriate selection on the IDG personal information page, IDG shall have the right to disclose certain limited registrant information including, but not limited to, the registrant's name, e-mail and mailing address, to affiliates, partners and third party vendors for the purpose of providing registrants with information about products and services. IDG shall also have the right to disclose aggregate information about registrant usage and demographics in a manner that does not reveal the personal identity of any individual registrant. IDG shall have the right to send you electronic mail to inform you of changes or additions to the Site, or of any products and services of IDG. For additional information, see IDG's Privacy Policy.

THIRD PARTIES

IDG may provide you with links to third party Web sites, and some of the Content appearing to originate from the Site may be supplied by third party Content providers. IDG has no responsibility for these third-party Web sites, which are governed by the terms of use and privacy policies, if any, of the applicable third-party Content providers.

ACCESS TO AND AVAILABILITY OF THE SITE

The Site may become unavailable to you as a result of maintenance, malfunction of computer hardware or software, or for other reasons, and may result in damages to your systems or operations. You shall be solely responsible for ensuring that any information or content obtained from the Site does not contain any virus, worm, mole or other computer software code or subroutine designed to disable, erase, impair or otherwise damage your systems, software, or data.

RESTRICTION, SUSPENSION OR TERMINATION

IDG reserves the right, in its sole discretion, to restrict, suspend or terminate your access to all or any part of the Site at any time for any reason, including but not limited to, cancellation of your Membership Account, without prior notice or liability and without any obligation to refund any portion of fees paid for any product or service.

IDG may change, suspend or discontinue all or any aspect of the Site at any time, including the availability of any Site feature, database, or content, without prior notice or liability.

FEES AND PAYMENT CONDITIONS

The fees for membership, ongoing subscription, and fees associated with the closing of certain transactions in connection with the use of our platform are set out in this section. Unless expressly agreed otherwise, all fees are due and payable and exclusive of GST and any other taxes or duties in accordance with the terms and conditions provided herein.

We reserve the right to modify the fee structures outlined below, or to add new fee structures at our sole discretion without notice.

You acknowledge that IDG is not registered as a broker or dealer in Canada, the United States, or any state within the United States, and has no plans to seek or obtain such registration, that in the event that the application of a fee structure is determined by either IDG, its advisers or a governmental regulatory body to trigger the broker-dealer registration requirements under Canadian securities laws, the Securities Exchange Act of 1934, as amended or under any applicable state or federal rule or regulation, you agree upon notice from IDG, to accept an alternative fee structure that is determined by either IDG, its advisors or a governmental regulatory body to not trigger such broker-dealer registration requirements. You also agree that such an alternative fee structure may be applied retroactively and may result in you paying higher fees.

MEMBERSHIP FEES

We charge members ("Members"), being any named registrant of a Membership Account, whether corporations, individuals or otherwise, a monthly user fee for a Membership Account (the "Membership Fee"). The Membership Fee may be waived for a period of two months, or longer, following registration. Thereafter, you will be automatically charged a monthly Membership fee of \$80.00 USD. The Membership Fee may at any time be waived or decreased by IDG in its sole discretion without notice, or increased after 30 days notice.

If you proceed with a transaction (a "Transaction") with another Member, IDG shall be entitled to the Service Fee (hereinafter defined) upon the closing of the Transaction.

If you agree in principle to a Transaction, you are required to upload to the Site a copy of the term sheet, letter of intent, or other form of agreement containing the material terms of the Transaction, which must include, but are not limited to the following information: the names of the Member-parties, Transaction timeline (including, proposed closing date, if known, and drop-dead date, if any), terms of payment (cash, shares, or assets, or a combination of any of the foregoing) and total Transaction value.

You acknowledge and agree that upon the closing of any Transaction that involves the purchase and sale of companies and businesses whereby the buyer will “Control” (as defined below) the target and will actively operate the business of the target upon closing (an “M&A Transaction”) you will pay to IDG in cash the Service Fee in an amount based on the total Transaction value, in accordance with the following Service Fee schedule (the “Service Fee”): \$1,000 USD for a Transaction value of up to \$250,000 USD; \$2,500 USD for a Transaction value of more than \$250,000 USD and up to and including \$1,000,000 USD; \$10,000 USD for a Transaction value of more than \$1,000,000 USD and up to and including \$5,000,000 USD; \$50,000 USD for a Transaction value of more than \$5,000,000 USD and up to and including \$10,000,000 USD, \$100,000 USD for a Transaction value of more than \$10,000,000 USD and up to and including \$100,000,000 USD; or \$1,000,000 USD for a Transaction value of more than \$100,000,000 USD. The purchaser-Member to the Transaction shall pay the fee unless otherwise determined by the Member-parties to the Transaction. The Service Fee shall be paid to IDG in accordance with the payment method(s) noted on the invoice provided by IDG to the Member-parties to the Transaction upon completion of the Transaction. The total value of a Transaction shall include any and all payments required under the Transaction, including instalment payments and/or any payments due subsequent to the initial closing. If any portion of the payments required under a Transaction are in securities, the Member shall include in the Term Sheet the deemed price per security.

You acknowledge and agree that upon the closing of any Financing Transaction, which is defined as any Transaction that does not meet the definition of an M&A Transaction, including both debt and equity financing, you will pay to IDG in cash a flat fee of \$10,000 USD notwithstanding the total financing Transaction value. The method and timing of the payment of this fee shall be on the same terms as that described in the above paragraph regarding the method and timing of the Service Fee.

You shall respect the integrity and tangible value of the prospective clients, business partners, prospective business partners, and/or network of business contacts and opportunities made available to the Members through access to the Site and our services, and shall not in any manner whatsoever, whether for its own account or for the account of any other individual, partnership, firm, client, business contact, associate, corporation or other business organization attempt, during the term of a Membership Account to:

- engage in direct or indirect communications or seek to gain benefit from consummating any transaction with a Member unless and in accordance with the terms and conditions hereof;
- solicit or endeavor to entice away a Member from use of the Site while you are a member or after your Membership Account has terminated; or
- take any other actions to circumvent the purpose of Site and these Terms and Conditions.

You agree not to contact or initiate contact after termination of your Membership Account for any reason, for any purpose, either directly or indirectly, any officers, directors, shareholders,

consultants, attorneys, employees, agents or other affiliates of IDG, Members or any other property or properties whose identity was revealed through the efforts of IDG, unless such approval is specifically granted in written form by IDG on a case-by-case basis. You further agree that after termination of your Membership Account for any reason, not to undertake any transaction or a series of transactions of any kind with any Member or to collect any fees in connection with your use of the Site or by virtue of being a Member, without the express prior written agreement of IDG, which agreement may be withheld by IDG in its sole discretion.

Subject to the consent of IDG as described above, should the Member close a Transaction at any time after the termination of its Membership Agreement for any reason, any fees hereunder shall be due and payable to IDG in respect of such Transaction in accordance with the terms hereof.

The value of any fees herein referred which are outstanding after the due date shall accrue interest at the rate of a 1%/month interest rate for up to 90 days from Closing until paid.

For clarity, all applicable Transaction fees in this section shall apply notwithstanding whether Members initially met, or first came in contact, through our platform or in person at an IDG-hosted event.

ELITE MEMBERSHIP

The membership fee for Elite Membership is \$499 USD per year, payable upon subscription for Elite Membership and each annual renewal period. As a general matter, all fees and charges for Elite Membership are non-refundable and IDG may at any time be increased in IDG's sole discretion without notice. You may terminate your subscription for Elite Membership at any time prior to 30 days before any anniversary date of your subscription for Elite Membership. Termination within 30 days before any anniversary date of your subscription for Elite Membership shall require payment in full for an additional year.

ACKNOWLEDGEMENTS

You acknowledge and agree to each of the following in connection with your use of the Site:

- You will not engage in an M&A Transaction that involves a public offering of securities on the Site.
- Participation in the Site pursuant to the terms outlined herein constitutes written consent to any applicable M&A Transaction.
- We will not assist in the formation of any buyers group in connection with an M&A Transaction and will not directly or indirectly, provide any form of financing for any M&A Transaction.
- Upon consummation of an M&A Transaction, the buyer must control the target and must actively operate the business of the target. "Control" of the target will be presumed to exist where the buyer or group of buyers (a) has the right to vote 25% or more of a class of voting securities, (b) has the power to sell or direct a sale of twenty-five percent 25% or more of a class of voting securities, or (c) in the case of a partnership or limited liability company, has the right to receive upon dissolution or has contributed 25% or more of the capital.
- The applicable M&A Transaction must not result in the transfer of a target to a passive buyer or group of buyers and will not otherwise involve any "shell company" that is not a "business combination related shell company" as such terms are defined under applicable U.S. securities rules and regulations.

LEGAL ADVICE

You acknowledge and agree that you have not relied upon IDG for investment, legal or tax advice and have, in all cases, sought the advice of your own advisors, or have waived your right to consult such professional advisors and you are either experienced in or knowledgeable with regard to the affairs of IDG or either alone or with your professional advisors are capable, by reason of knowledge and experience in financial and business matters in general, and investments in particular, of evaluating the merits and risks of business activities through our platform and by engagement with other members of ours, and it can otherwise be reasonably assumed to have the capacity to protect your own interests in connection with those activities. You are not relying upon any verbal or written representation as to fact, covenant or otherwise made by or on behalf of IDG.

You represent, warrant, acknowledge and agree that you had the opportunity to seek, were neither prevented nor discouraged by IDG from seeking, and did obtain, or elected not to obtain, independent legal advice prior to opening a Membership Account.

DISCLAIMER

YOU USE THE SITE AT YOUR SOLE RISK. THE SITE AND THE CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED BY IDG TO UNDERTAKE YOUR OWN DUE DILIGENCE WITH RESPECT TO THIS SITE. IDG MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO THE IDG SITE, ITS OPERATION, THE CONTENT OR ANY PRODUCTS OR SERVICES SOLD OR DISTRIBUTED THROUGH THE SITE, OR ANY OTHER CONTENT OF ANY KIND CONTAINED IN OR GENERATED BY OR THROUGH THE SITE.

THE SITE AND THE CONTENT, INCLUDING BUT NOT LIMITED TO ALL PRODUCTS OR SERVICES, PROVIDED BY IDG AND/OR MADE AVAILABLE TO YOU THROUGH THE SITE ARE NOT INTENDED TO SERVE AS OR SUBSTITUTE FOR BUSINESS, FINANCIAL, LEGAL ADVICE OR ANY OTHER PROFESSIONAL ADVICE OF ANY KIND, NOR SERVE AS A GUARANTEE OF ANY PARTICULAR OUTCOME OR FUTURE RETURN FOR YOU AND/OR YOUR COMPANY. BEFORE MAKING ANY DECISION WITH RESPECT TO YOU AND/OR YOUR COMPANY YOU SHOULD CONSIDER YOUR PARTICULAR OBJECTIVES AND FINANCIAL SITUATION AND NEEDS AND CONSULT WITH ALL APPROPRIATE PROFESSIONAL ADVISORS. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED BY IDG TO UNDERTAKE YOUR OWN DUE DILIGENCE WITH RESPECT TO THIS SITE, INCLUDING BUT NOT LIMITED TO, ALL OPPORTUNITIES ARISING THEREFROM OR IN CONNECTION THEREWITH.

IDG RESERVES ALL RIGHTS TO WITHDRAW OR DELETE ANY INFORMATION, CONTENT OR FUNCTIONALITY FROM THE SITE AT ANY TIME WITHOUT NOTICE TO YOU IN IDG'S SOLE DISCRETION AND WITHOUT LIABILITY TO IDG.

IDG EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO THE SITE, ANY CONTENT OR ANY PRODUCTS OR SERVICES SOLD OR DISTRIBUTED THROUGH THE SITE OR YOUR USE OF ANY OF THE FOREGOING, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, CURRENCY, QUALITY, RELIABILITY OR SUITABILITY OF ANY OF THE CONTENT OR DATA FOUND ON THIS SITE, TITLE AND NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR EQUITY, OR FROM A COURSE OF DEALING OR USAGE OF

TRADE. FURTHER TO THE ABOVE IDG DOES NOT PROVIDE ANY WARRANTIES AGAINST ERRORS, MISTAKES, OR INACCURACIES OF DATA, CONTENT, INFORMATION, REPORTS OR SUBSTANCE OF THE SITE, ANY UNAUTHORIZED ACCESS TO OR USE OF IDG'S SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE OR VIA ANY ELECTRONIC MAIL OR COMMUNICATION SENT BY IDG, ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE SITE, ANY DATA, CONTENT, INFORMATION, OR SUBSTANCE OF THE SITE OR ANY SUBMITTED CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE.

IDG IS NOT AUTHORISED OR REGULATED BY ANY FINANCIAL SERVICES REGULATORY AND DOES NOT CARRY ON OR PURPORT TO CARRY ON ANY ACTIVITIES THAT WOULD BE SUBJECT TO REGULATION BY ANY SUCH REGULATOR IN ANY OF THE JURISDICTIONS IN WHICH IT OPERATES.

LIMITATION OF LIABILITY

YOU AGREE THAT IDG, ITS PREDECESSORS, SUCCESSORS, PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, INVESTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, ATTORNEYS AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS SHALL NOT BE LIABLE FOR DAMAGES ARISING FROM THE OPERATION OF, CONTENT IN OR PRODUCT OF (INCLUDING BUT NOT LIMITED TO ANY CONTENT OR ANY PRODUCTS OR SERVICES SOLD OR DISTRIBUTED THROUGH THE SITE OR BY ANY THIRD PARTIES, AND ANY USERS' CONTENT), MODIFICATION OF, OR DISCONTINUANCE OF THE SITE BY IDG IN ITS SOLE DISCRETION, OR ARISING FROM ACCESS TO OR USE OF THE SITE BY YOU OR ANY THIRD PARTY ON YOUR BEHALF. YOU AGREE THAT THIS LIMITATION OF LIABILITY IS COMPREHENSIVE AND APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, COMPENSATORY, SPECIAL, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY (EVEN IF IDG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE).

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF IDG OR ANY OF ITS PREDECESSORS, SUCCESSORS, PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, INVESTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, ATTORNEYS AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF THE SITE EXCEED ONE HUNDRED DOLLARS (CDN \$100.00) OR THE COMPENSATION YOU PAID IDG, WHICHEVER IS LESS.

THE SITE MAY CONTAIN LINKS TO THIRD-PARTY WEBSITES THAT ARE NOT OWNED OR CONTROLLED BY IDG OR YOU MAY BE PROVIDED WITH LINKS TO THIRD-PARTY WEBSITES FROM OTHER USERS THROUGH THE SITE. IDG ASSUMES NO RESPONSIBILITY FOR THE CONTENT, INFORMATION, PRIVACY POLICIES, OR TERMS

OF USE OF ANY THIRD-PARTY WEBSITES AND MAKES NO REPRESENTATION OR WARRANTY

REGARDING ANY OTHER WEBSITES OR THE CONTENTS OR MATERIALS ON SUCH WEBSITES. IDG PROVIDES SUCH LINKS SOLELY AS A CONVENIENCE TO YOU AND OTHERWISE MAKES SUCH LINKS INDIRECTLY AVAILABLE TO YOU BY PRESENTING YOU WITH OPPORTUNITIES THROUGH THE SITE. THE INCLUSION OF ANY LINK, WHETHER BY US OR BY ANY THIRD PARTY THROUGH THE SITE, DOES NOT IMPLY ANY ENDORSEMENT INVESTIGATION OR VERIFICATION BY IDG OF THE LINKED WEBSITE OR INFORMATION CONTAINED THEREIN. BY USING THE SITE, YOU EXPRESSLY RELIEVE IDG FROM ANY AND ALL LIABILITY ARISING FROM YOUR ACCESS TO OR USE OF ANY THIRD PARTY WEBSITES. ACCORDINGLY, WE ENCOURAGE YOU TO READ THE TERMS AND CONDITIONS, INCLUDING THE PRIVACY POLICY AND ANY TERMS OF USE, GOVERNING EACH THIRD-PARTY WEBSITE THAT YOU VISIT, INCLUDING THOSE DIRECTED BY THE LINKS CONTAINED ON THE SITE OR PRESENTED TO YOU OR OTHERWISE REFERRED TO YOU BY OTHER USERS IN CONNECTION WITH OPPORTUNITIES.

INDEMNIFICATION

You hereby agree to indemnify, defend and hold IDG, and all of its predecessors, successors, parents, subsidiaries, affiliates, and past and present officers, directors, shareholders, investors, employees, agents, information providers, attorneys, representatives licensors and information providers (collectively, the "IDG Representatives") harmless from and against any and all liability, losses, costs and expenses (including attorneys' fees) incurred by IDG or any IDG Representative in connection with any claim arising out of any use or alleged use by you of this Site or arising out of or in relation to any breach by you of the Terms and conditions, or the representations, warranties and covenants you made by agreeing to these Terms and Conditions. IDG reserves the right to assume the exclusive defense and control of any matter, subject to indemnification by you, which shall not excuse your indemnity obligations. Your indemnification obligations survive any termination of these Terms and Conditions.

GOVERNING LAW

These Terms and Conditions and the relationship between you and IDG will be governed by the laws of the Province of British Columbia and, to the extent applicable, Canada without regard to any conflict of law provisions. All disputes arising out of or in connection with these Terms and Conditions and your use and access to the Site shall be referred to and finally resolved by a single arbitrator (the "Arbitrator") pursuant to the British Columbia Arbitration Act, R.S.B.C. 1996, c. 55, as amended (and, to the extent applicable, the International Commercial Arbitration Act R.S.B.C. 1996 c. 233) and subject to the exclusive jurisdiction of the laws of the province of British Columbia and, where applicable, Canada. The place of the arbitration will be Vancouver, British Columbia and the language of the arbitration will be English. The decision of the Arbitrator on all issues or matters submitted to the Arbitrator for resolution shall be conclusive, final and binding on all of the parties. The Arbitrator shall determine who shall bear the costs of arbitration pursuant to this section. You agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.

ENTIRE AGREEMENT

These Terms and Conditions, together with those incorporated herein or referred to herein constitute the entire agreement between us relating to the subject matter hereof, and it supersedes any prior understandings or agreements (whether electronic, oral or written)

regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on this Site.

Last Updated: May 1, 2022