

These Terms and Conditions of Use (“Terms and Conditions”) apply to your use of and registration with www.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. If opening a Membership Account on behalf of a company, you hereby represent and warrant that you are an authorized agent of your company and 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.

**GENERAL**

All use of the Site is subject to these Terms and Conditions. By accessing and using the Site or any service of the Site, you acknowledge, accept, and agree to all the terms, conditions, and privacy policies described or incorporated by reference below. These Terms and Conditions represent 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 Site. If you do not agree with anything contained in these Terms and Conditions, please do not submit information to, access information from, or otherwise utilize the Site. IDG reserves the right to change these Terms and Conditions at any time without notice to you. Use of the Site following the posting of any changes to these Terms and Conditions shall be deemed to be acceptance thereof by you. In these Terms and Conditions, we may refer to a customer/reader/registrant of a Membership Account 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 SITE; LIMITATIONS; ACCEPTABLE USE**

The Site 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 Site 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, and does not make, any recommendations regarding the merit of any company identified on the Site, any

recommendation regarding the purchase or sale of any security. IDG has not endorsed or sponsored, and does not endorse or sponsor, any company identified on the Site. For that reason all users of the Site agree to be responsible for their own due diligence and the legal and regulatory compliance of any transaction they may independently enter into, and IDG makes no representation or assurance about such compliance. As a user of the Site, 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, and that IDG cannot and does not confirm the accuracy of information provided to you or by you on the Site. Notwithstanding anything else herein contained, if IDG permits you to input information into the Site, 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 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 Site 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 an authorized agent and 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 authorized 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:
  - 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;
6. 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 remove such content immediately, without notice to you, and in its sole discretion, 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.

**PRIOR APPROVAL OF POSTINGS ON THE SITE**

All companies and/or opportunities submitted by persons with Membership Account Access (“Members”) to the Site (“Posting” or “Postings”, as a collective term) shall be reviewed prior to posting on the Site by IDG, and IDG can approve or reject any proposed Posting for any reason or no reason, in its sole discretion. The Posting feature of the Site is NOT FOR ANY U.S. PERSONS OR TO ANY PERSON OR ADDRESS IN THE U.S.

As an alternative to Posting on the Site, IDG may instead provide you with the opportunity to discuss the content of such proposed Posting with one or more affiliates of Canaccord Genuity (collectively, “**CG**”), and such opportunity to connect with CG shall be in CG’s sole discretion and is not guaranteed by IDG or CG. In the event that you and CG have a mutual interest to form any relationship, the terms and conditions of any relationship between you and CG will be governed by an agreement between you and CG and not by IDG. CG is a partner of IDG, and CG and its affiliates own approximately 35% of the outstanding interest in IDG and receive compensation from IDG, including a portion of subscription fees paid by corporate and individual subscribers to the Site. CG engages in various securities-related businesses, including

brokerage and securities trading, wealth management, investment banking, and corporate issuer research, and CG’s various trading desks may trade as principal in any of the securities (or related securities and derivative investments) of the companies or issuers that are made available on the Site. In addition, CG may have a corporate finance and/or investment banking or other relationship with any company or issuer on the Site and may have received compensation for providing investment banking services to such company or issuer.

**MEMBERSHIP FEES**

The fees for membership and ongoing subscription in connection with the use of the Site 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.

Subject to the fees and payment conditions applicable to the Memberships (hereinafter set forth under the subsection “PLUS and PRO Membership”), the Terms and Conditions and IDG’s Privacy Policy otherwise apply.

Effective May 1, 2022, the Elite Membership subscription will terminate.

PLUS and PRO Membership

The membership fee for the PLUS Membership is \$79 USD per month, payable upon subscription for PLUS Membership and each monthly renewal period. As a general matter, all fees and charges for PLUS Membership are non-refundable and they may at any time be increased on a prospective basis in IDG’s sole discretion. The monthly subscription fee is non-refundable and non-pro-ratable. The offerings under the PLUS membership may be modified at any time by IDG in its sole discretion.

The membership fee for the PRO Membership is \$159 USD per month, payable upon subscription for PRO Membership and each monthly renewal period. As a general matter, all fees and charges for PRO Membership are non-refundable and they may at any time be increased on a prospective basis in IDG’s sole discretion. The monthly subscription fee is non-refundable. The offerings under the PRO membership may be modified at any time by IDG in its sole discretion.

Your membership fee is NON-REFUNDABLE and you may terminate your Membership at any time.

The membership offerings may be changed from time to time and the number of memberships may be limited at the sole discretion of IDG. In addition, CG Information and Content (as defined below) may be modified or discontinued at any time at the sole discretion of CG.

The membership subscriptions include the following offerings (subject to change by IDG):

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	<b>Basic (free)</b>	<b>PRO (USD\$159)</b>
Posting – <i>NOT FOR ANY U.S. PERSON OR TO ANY PERSON OR ADDRESS IN THE U.S and</i> subject to IDG’s review and approval.	X	X
Growth Company Profiles	X	X
CG Industry Reports		X
CG Thematic Reports		X
CG Industry Outlooks		X
Macro Analysis by Tony Dwyer Strategies		X
Daily Market Musings by Tony Dwyer Strategies		X
Webinar Access to CG Key Opinion Leader Events –		X
Virtual Access to CG Monthly Macro Call with Tony Dwyer		X
Virtual Access to CG Thematic Presentations		X
Virtual Access to CG Annual Growth Conference		X

**RIGHT TO CHANGE, MODIFY OR DELETE THE TERMS AND CONDITIONS**

IDG reserves the right to change, modify, add or delete portions of these 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 (an in some cases, of CG), and is protected from unauthorized copying and dissemination by U.S and 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, including CG. Except as 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.

Any content, materials or information provided by CG through the Site (“CG Information and Content”) shall be strictly limited to the intended recipient of such CG Information and CG expressly prohibits any copy, circulation, posting, dissemination, or distribution (including, through framing, forwarding, copying and pasting, downloading or other activities, collectively, “unauthorized use”) of such CG Information and Content without CG’s express written permission, which may be withheld by CG in its sole discretion. Any unauthorized use, directly or indirectly, and whether intentional or unintentional, shall be a violation of CG’s copyrights, trademarks and other intellectual property rights.

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 and CG authorize you to view the Content and CG Information and 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 CG Information and Content, and provided that the Content and CG Information and 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. The Site does not conduct business with cannabis companies.

### **CONTENT MANAGEMENT AND REMOVAL**

IDG reserves the right to cancel your access to content posting and/or delete, move, or edit any content posted by users of the Site (“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 Site 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 IDG and CG 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 or the United States upon receipt of such a statement. Canadian

and U.S. 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 Users' 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.

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**

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 (including CG), regulators, or other third parties, for the purpose of providing registrants with information about products and services or in accordance with regulatory requests and legal orders. 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 or a violation of an applicable law, 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.

**LEGAL ADVICE**

You acknowledge and agree that you have not relied upon IDG or CG 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 the Site 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 or CG.

You represent, warrant, acknowledge and agree that you had the opportunity to seek, were neither prevented nor discouraged by IDG or CG 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 AND CG TO UNDERTAKE YOUR OWN DUE DILIGENCE WITH RESPECT TO THIS SITE. IDG AND CG MAKE NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO THE IDG SITE, ITS OPERATION, THE CONTENT, THE CG INFORMATION AND 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 OR CG 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 AND CG 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 AND CG RESERVE ALL RIGHTS TO WITHDRAW OR DELETE ANY INFORMATION, CONTENT, CG INFORMATION AND CONTENT, OR FUNCTIONALITY FROM THE SITE AT ANY TIME WITHOUT NOTICE TO YOU IN IDG AND CG'S SOLE DISCRETION AND WITHOUT LIABILITY TO IDG OR CG.

IDG AND CG EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO THE SITE, ANY CONTENT, CG INFORMATION OR 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, NEITHER IDG NOR CG PROVIDES ANY WARRANTIES AGAINST ERRORS, MISTAKES, OR INACCURACIES OF DATA, CONTENT, INFORMATION, REPORTS OR SUBSTANCE OF THE SITE, INCLUDING WITH RESPECT TO CG INFORMATION AND CONTENT.

NEITHER IDG NOR CG PROVIDES ANY WARRANTIES AGAINST 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 OR CG, 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, INCLUDING IN RELATION TO CG INFORMATION AND CONTENT, OR ANY SUBMITTED CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE.

IDG IS NOT AUTHORIZED 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, CG, AND THEIR RESPECTIVE PREDECESSORS, SUCCESSORS, PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, INVESTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, ATTORNEYS, AND ASSIGNS SHALL NOT BE LIABLE TO YOU 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, CG OR ANY OF THEIR PREDECESSORS, SUCCESSORS, PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, INVESTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, ATTORNEYS, 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 SUBSCRIPTION FEES 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. NEITHER IDG NOR CG ASSUME RESPONSIBILITY FOR THE CONTENT, INFORMATION, PRIVACY POLICIES, OR TERMS OF USE OF ANY THIRD-PARTY WEBSITES AND MAKE 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, CG and all of their respective 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 “Indemnified Parties”) harmless from and against any and all liability, losses, costs and expenses (including attorneys’ fees) incurred by IDG, CG, or any other Indemnified Party 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 and CG each reserve the right to assume the exclusive defense and control of any such 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.

IDG is not a securities dealer or broker, investment advisor or financial advisor, and you should not rely on the information herein as investment advice. If you are seeking personal investment advice, please contact a qualified and registered broker, investment advisor or financial advisor.

**Posting Disclaimer:**

***NOT FOR ANY U.S. PERSON OR TO ANY PERSON OR ADDRESS IN THE U.S.***

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