



See Legal Disclaimer

Last Updated November 26, 2008

Subscription Agreement

Stock Research DD Inc. ("SRDDI") welcomes you. You must accept this Agreement by checking the "I agree to the Subscription Agreement" box in order to become a Subscriber and receive access to the Website and the Services (as defined herein). If at any time you do not wish to continue receiving the Services, you must unsubscribe in accordance with the procedures outlined in this Agreement.

Please read this Agreement carefully. By accessing, browsing, using or downloading materials from this Website you agree to follow and be bound by these terms and conditions. If you do not agree with the terms and conditions set out in this Agreement, you should not proceed with subscription. You also should carefully read both our Privacy Policy, which explains how we handle the personal information you supply to us, and our Legal Disclaimer.

In this Agreement the following terms have the following meanings:

- "Agreement" means this Subscription Agreement, including all documents incorporated herein by reference;
- "Charges" means the subscription charges, if any, payable to SRDDI by a Subscriber for the Services, as displayed from time to time on the Website and subject to change at SRDDI's sole discretion;
- "Companies" means more than one company or Income Trust whose data in part resides in the Website Content;
- "Company" means a company or Income Trust whose data in part resides in the Website Content;
- "Company Documents" means the most recent Annual Financial Statements, Annual Information Form, Annual Management Discussion & Analysis, Annual Report, Management Information Circular, Quarterly Financial Statements, Quarterly Management Discussion & Analysis, and where applicable, Form 20 – Annual Information Form and 8K Report of a Company;
- "Intellectual Property Rights" means any copyright, patent, database rights, trade marks, service marks or other proprietary rights held by SRDDI or its third party content providers in any jurisdiction;

- “Licensed Data” means data fed to and reproduced in the Website Content which is received in real time, daily or less frequently from third party content providers including, but not limited to, Capital IQ Inc., CDS Innovations Inc., CNW Group Ltd., Marketwire Incorporated, and Ticket Technologies Inc.
- “Other Content” means all information and content incorporated in this Website which is not generated originally by SRDDI including, but not limited to:
 - ✓ Company Documents,
 - ✓ Licensed Data,
 - ✓ articles, books, periodicals and research papers prepared by others,
 - ✓ economic, industry-specific, and Company-specific newsletters or newsletter content prepared by others,
 - ✓ analyst reports,
 - ✓ references to any of the items above and references to other Internet sites, and
 - ✓ other information and data prepared by others;
- “Services” means the subscription services SRDDI provides to Subscribers through the Website pursuant to this Agreement;
- “SRDDI” means Stock Research DD Inc., the owner of this Website and includes, as applicable, its successors in title and assignees;
- “Stakeholders” means, collectively, the owners of SRDDI, their families, entities in which they have ownership interests, and officers, directors, employees, agents, partners, affiliates and contractors of SRDDI;
- “Subscriber” means a person who has registered their name, e-mail address, and other required information with the Website, paid SRDDI the requisite Charges, if any, and, having accepted the terms of this Agreement, can access the Services and Website Content pursuant to the use of a personal password;
- “Website” means StockResearchPortal.com, this SRDDI website; and,
- “Website Content” means all information and content contained on, distributed through, or linked, downloaded or accessed from this Website, including, without limitation, Other Content.

Grant of Licence

SRDDI grants to you a non-exclusive, non-transferable licence to use the Services and Website Content for your internal, personal and non-commercial purposes on the terms set out in this Agreement. You must immediately notify SRDDI of any

unauthorized use of your password or account, or any other breach of security. If you learn or suspect that your password has been disclosed or otherwise made known to anyone other than yourself, you must notify SRDDI by email at info@stockresearchportal.com or by registered mail.

You undertake that you will only use the Services and access the Website Content on one terminal, personal computer or device at any particular time. Accessing the Services and Website Content under the same password from multiple terminals, personal computers or devices concurrently is strictly prohibited and may lead to termination of your subscription to the Services and Website Content at SRDDI's sole option.

Disclaimer

This Website does not provide investment advice or recommend securities. This Website is an information source for persons interested in systematically researching and performing due diligence on Companies. Accordingly, you acknowledge and agree that:

- whether expressed or implied, nothing in this Website constitutes, is intended, or shall be deemed to be investment advice;
- no statement, comment or view expressed in this Website constitutes an offer to buy or sell securities of the Companies or other entities whose data is included in the Website Content.
- by conventional wisdom and broad market investment standards the Companies are:
 - ✓ perceived as highly risky investments with 'micro' to 'small' stock market capitalizations, and
 - ✓ dependent on underlying commodity prices, which prices can be highly volatile in both the short- and long-term and are outside the control of said Companies;
- the stock market prices of the shares of the Companies can be highly volatile in both the short- and long-term;
- all Companies are given the opportunity to advertise on the Website. By permitting advertisements (identified in the Website's Advertising Policy as Paid Advertisements) to appear on the Website, none of SRDDI, its directors, officers, employees, shareholders or consultants makes any investment recommendations with respect to any of the Companies, including those Companies whose advertisements appear on the Website. Any person using the Website does so

on the express understanding that none of SRDDI or its directors, officers, employees, shareholders or consultants makes any recommendation to 'buy', 'sell' or 'hold' any investment in any Company; and,

- from time to time, the Stakeholders beneficially may own securities, and may participate in private placements, of Companies, including those companies who elect to pay for advertising on this Website.

The Services and Website Content are not guaranteed to be error-free or uninterrupted, and are not to be relied upon for securities transaction or trading purposes. The Services and Website Content are supplied 'as is' and 'as available'. SRDDI, its third party content providers and the Stakeholders assume no responsibility and provide no warranties, representations, guarantees or conditions, express or implied (either in fact or by operation of law) or statutory, including, without limitation, with respect to the quality, accuracy, truth, timeliness, sequence, completeness, merchantability, fitness for a particular purpose, non-infringement, or continued availability of the Services or the Website Content.

You acknowledge that use and interpretation of the Services and Website Content require skill and judgment, and that you shall at all times exercise your own skill and judgment in the use and interpretation of the Services and Website Content and that you shall be solely responsible for the purposes for which the Services and Website Content are used and for all opinions, recommendations, forecasts and other comments made or action taken by you based wholly or partly on the Services and Website Content.

You agree that you must evaluate, and bear all risks associated with, the use of the Services and Website Content, including any reliance on the accuracy, completeness, or usefulness of the Services and Website Content. In this regard, you acknowledge that you may not rely on the Services and Website Content and that SRDDI, its third party content providers and the Stakeholders shall not be liable for any losses suffered by you or any third party as a result of the use or reliance on the Services and Website Content by you or any third party.

The Services and Website Content, such as Other Content, may provide, or third parties may provide, links to other World Wide Web sites or resources. Because SRDDI has no control over such sites and resources, you acknowledge and agree that SRDDI is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that SRDDI shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

Subscription Obligations

In consideration of your use of the Services and Website Content, you represent that you are of legal age to form a binding contract and are not a person barred from receiving the Services and Website Content under the laws of Canada or other applicable jurisdiction. You also agree to:

- provide true, accurate, current and complete information about yourself as prompted by the Website's subscription form (the "Subscription Data"); and,
- maintain and promptly update the Subscription Data to keep it true, accurate, current and complete.

If you provide any information that is untrue, inaccurate, not current or incomplete, or SRDDI has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, SRDDI has the right to suspend or terminate your account and refuse any and all current or future use of the Services and Website Content, or any portion thereof.

Change to Subscription Agreement

You agree to give SRDDI prior notice of any anticipated change to your Subscription Data by changing such details in the Website's Members Area.

SRDDI Privacy Policy

Subscription Data and certain other information about you is subject to our [Privacy Policy](#). You understand that through your use of the Website and the Services you consent to the collection and use of this information as set forth in our [Privacy Policy](#). You agree to comply with all applicable privacy laws in connection with your use of the Services and Website Content.

SRDDI's Proprietary Rights

You acknowledge and agree that the Services and Website Content and any necessary software used in connection with the Services and Website Content ("Software") contain valuable proprietary and confidential information that is protected by applicable Intellectual Property Rights and other laws, and is (and shall remain) the property of SRDDI or its third party content providers, independent contractors, affiliates, or successors and assigns as the case may be. Any featured company logos or other third party logos are service/trademarks to their respective owners, and you agree not to display or use them in any manner whatsoever without the prior written permission of SRDDI and/or its third party content providers or advertisers.

Except as expressly authorized by SRDDI and its third party content providers, as

applicable, you agree not to, without limitation, reproduce, duplicate, copy, sell, trade, resell, alter, modify, rent, disseminate, distribute, edit, exploit, license, assign, lease, loan, process, provide any third party access to, re-distribute, publish, re-publish, transmit, re-transmit, transfer, repackage, or create derivative works based on the Services, Website Content or Software, in whole or in part.

Except for your use of the "Keywords Search" tool incorporated within the Services and Website Content, automated query systems are strictly prohibited. Any use of such systems will result in immediate termination of access. You shall promptly notify SRDDI of any unauthorized use of the Services or Website Content or any actual or suspected infringement of any Intellectual Property Rights in the Services and Website Content of which you become aware.

You understand that the Services, Website Content, and Software may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by SRDDI and/or third party content providers who provide content to the Services. You may not attempt to override or circumvent any of the usage rules embedded into the Services, Website Content or Software.

If you cancel your subscription to the Website, or your subscription is terminated by SRDDI, you must delete or otherwise destroy all Website Content obtained during your subscription from your records, files, archives, internal networks, and electronic files within 60 days of cancellation or termination.

Termination and Suspension

Your subscription to the Services and Website Content will continue until terminated by SRDDI in accordance with this Agreement or until you notify SRDDI by email at info@stockresearchportal.com, or by registered mail, of your decision to terminate your subscription. You may also unsubscribe using the Website's Members Area.

You agree that SRDDI may, in its sole discretion, terminate or suspend your access, with immediate effect, to all or part of the Services and Website Content for any reason including, without limitation, breach of this Agreement. Any suspected fraudulent, abusive or illegal activity may be grounds for termination of access to the Services and Website Content and may be referred to appropriate law enforcement authorities. None of SRDDI or its third party content providers shall be liable to you or any third party for any claims related to your termination or suspension from the Services and Website Content.

The exercise by either party of any right to terminate this Agreement shall not limit any other rights or remedies it may have, and shall not affect any accrued rights or obligations arising before the date of termination.

On termination of the Agreement for any reason you shall immediately discontinue use of the Services and Website Content. This restriction on the use of and dealing in the Services and Website Content shall survive the termination of the Agreement for any reason.

Limitation of Liability

As previously stated, none of the Services or Website Content is intended to be investment advice or represent the opinion of, counsel from, or recommendations by the Website, SRDDI, its third party content providers or the Stakeholders. Liability against SRDDI, its third party content providers and the Stakeholders shall be excluded in respect of, without limitation:

- your use of the Services and Website Content;
- the content, errors or omissions of the Services and Website Content;
- the accuracy, usefulness or availability of any information transmitted or made available via the Services and Website Content;
- any trading or investment decisions based on, or claimed to be based on, information found in the Services and Website Content; and,
- delays or interruptions due to electronic or mechanical equipment failures or telephone interconnect problems, regardless of the cause. SRDDI shall have no responsibility to provide you with access to the Services and Website Content while there is interruption of the SRDDI systems.

For greater clarity, SRDDI, its third party content providers and the Stakeholders shall not be liable to you, in contract, tort (including negligence or gross negligence) or otherwise, for any loss of profits, revenue, business or anticipated savings, or for special, indirect, incidental, consequential or exemplary damages, however caused or arising (even if SRDDI has been notified of the possibility of such damages).

In any event, liability of SRDDI and the Stakeholders shall be limited, in the aggregate, to actual direct damages up to the amount paid by you, if any, under this Agreement in the two (2) months immediately preceding the events giving rise to the claim. SRDDI's third party content providers shall have no liability to you or a third party other than the obligation to endeavour, upon receipt of notice from you, to correct a malfunction, error or omission in the applicable Website Content. You agree to waive, to the fullest extent permitted by law, the right to bring, or be a class member in, any class action suits in respect of the Services, the Website Content or this Agreement.

Indemnification

You agree to indemnify and hold SRDDI, its third party content providers and the Stakeholders harmless from any and all losses, damages, liability and costs (including reasonable attorneys' fees) resulting directly or indirectly from any claim or demand against SRDDI, its third party content providers or the Stakeholders arising out of or related to the accuracy or completeness of the Services and Website Content, your use of the Services and Website Content, your connection to the Services and Website Content, your violation of this Agreement, or your violation of any rights of another.

Assignment and Transferability

You may not assign or transfer, in whole or in part, any of your rights or obligations under this Agreement, without the prior written consent of SRDDI.

SRDDI may assign this Agreement or transfer any of its interest to any affiliate (being any company that controls, is controlled by or is under common control with a party), parent or subsidiary, to one or more purchasers of all or substantially all of such party's assets related to the Agreement, or to a successor in interest of such party, or as part of a corporate reorganization, consolidation, amalgamation or merger.

SRDDI reserves the right to subcontract the performance of any of its obligations under this Agreement to a third party.

Contributions to SRDDI

By submitting ideas, suggestions, documents, and/or proposals to SRDDI or making such ideas, suggestions, documents and/or proposals available for inclusion on publicly accessible areas of the Website, you acknowledge and agree that:

- your contributions do not contain confidential or proprietary information;
- SRDDI is not under any obligation of confidentiality, express or implied, with respect to your contributions;
- SRDDI shall be entitled to use or disclose (or choose not to use or disclose) your contributions for any purpose, in any way, in any media worldwide;
- SRDDI may have something similar to your contributions already under consideration or in development;
- your contributions automatically become the property of SRDDI without any obligation of SRDDI; and,
- you are not entitled to any compensation or reimbursement of any kind from SRDDI related to your contributions under any circumstances.

Modifications to Terms of Use and Website Content

SRDDI reserves the right to either temporarily or permanently at any time unilaterally modify the terms and conditions of the Services and Website Content or discontinue all or part of the Services and Website Content with notice to you in accordance with this Agreement. Modifications may include, without limitation, changes in prices, implementation of rules for use by you, and discontinuance of functional aspects of the Services and Website Content. SRDDI may also add, withdraw or modify databases within the Services and Website Content at any time at its sole discretion. You agree to be bound by such modifications or discontinuations, and agree that SRDDI shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Services or Website Content. Unless explicitly stated otherwise, any new features that augment or enhance the current Services shall be subject to this Agreement.

Severance

Each provision of the Agreement is severable from the rest. If any part of the Agreement is held invalid, illegal or void for any reason, this shall not affect the validity or legality of the remainder, which shall continue in full force and effect.

Force Majeure

SRDDI shall not be liable for any delay or failure to perform its obligations under this Agreement caused by circumstances beyond its reasonable control, including network or telecommunications outages.

Special Admonitions for International Use

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from Canada or the country in which you reside.

Notice

You agree that SRDDI may provide you with notices, including notices regarding modifications to this Agreement, as described above, by email or postings on the Website. Any notice displayed on the Website shall constitute effective notice under this Agreement on the day SRDDI posts such notice on the Website.

Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all other communications, representations and arrangements, statements or representations, written or oral.

Waiver and Severability of Terms

The failure of SRDDI to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

Statute of Limitations

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services and Website Content or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Governing Law

This Agreement shall be interpreted and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein (other than any conflict of laws rules that would result in the choice of laws of another jurisdiction). The parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods and agree to submit to the exclusive jurisdiction of the courts of Toronto, Ontario.

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