TERMS OF USE

StockResearchPortal.com

LEGAL TERMS AND DISCLAIMER

IMPORTANT! THE WEBSITE DOES NOT PROVIDE INVESTMENT ADVICE AND SHOULD NEVER BE RELIED OR CONSTRUED AS SUCH. INFORMATION PROVIDED ON THE WEBSITE IS PROVIDED ON AN 'AS IS' BASIS.

YOUR ACCESS TO STOCKRESEARCHPORTAL.COM (THE "WEBSITE") IS SUBJECT TO LEGALLY BINDING TERMS AND CONDITIONS. CAREFULLY READ ALL OF THE FOLLOWING TERMS AND CONDITIONS BEFORE PROCEEDING. ACCESSING THE WEBSITE, OR BY CLICKING THE "I ACCEPT" BUTTON DURING THE REGISTRATION PROCESS, IS THE EQUIVALENT OF YOUR SIGNATURE AND INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS AND THAT YOU INTEND TO BE LEGALLY BOUND BY THEM. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, PLEASE DO NOT PROCEED TO USE THE WEBSITE.

The Website Legal Terms and Disclaimer (the "Agreement") is an agreement between you ("You", "Your", and "Yourself") and Stock Research DD Inc., the owner of the Website (the "Company"). "We" and "Us" means both You and the Company. The effective date of this Agreement is when You accept or are deemed to accept this Agreement in accordance with the procedure set out in this Agreement.

You hereby consent to the exchange of information and documents between Us electronically over the Internet or by email, if to You to the e-mail address that You provide to the Company or if to Company to info@stockresearchportal.com and that this electronic Agreement shall be the equivalent of a written paper agreement between Us.

- 1. Ownership and Copyright. You acknowledge that any and all information, content, reports, data, databases, graphics, interfaces, web pages, text, files, software, hyperlinks, product names, company names, trade-marks, logos and trade names, Internet postings, user comments, user generated content, contained on the Website or sent to our users by e-mail (collectively the "Content") including the manner in which the Content is presented or appears and all information relating thereto, is the property of, the Company or its licensors, as the case may be. If You are interested in copying, reprinting, republishing or distributing Content please contact the Company to obtain written consent. Company has the right in its sole discretion and without further notice to You to censor, delete, edit, monitor, move, and/or remove any and all Content at any time and for any reason.
- 2. Limitations on Liability and Disclaimers.
 - a. The use of the Website and the Content, is at Your own risk and the Company assumes no liability or responsibility pertaining to the Content, Your use of the Website, Your investment decisions, or the receipt, storage, transmission or other use of Your personal information.
 - b. The Website and the Content are not to be construed as a form of promotion or an offer to sell any product or service; including an offer to buy or sell any securities. THE CONTENT SHALL NOT CONSTITUTE A RECOMMENDATION THAT ANY PARTICULAR SECURITY, PORTFOLIO OF SECURITIES, TRANSACTION OR INVESTMENT STRATEGY IS SUITABLE FOR ANY SPECIFIC PERSON. The companies listed on the Website may be highly risky investments with 'micro' to 'small' stock market capitalizations and insufficient public floats, and they may be subject to more risk than securities of larger companies, including greater volatility in both the short-and long-term, lower liquidity, and less publicly available information, 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; an investment or trading position in any security is subject to multiple risks. The Content does not contain a list or description of all relevant risk factors. The Content may have an effect on the stock prices of the securities mentioned on the Website.
 - c. You acknowledge that the stakeholders in the Company may own securities, and may participate in private placements, of companies mentioned on the Website, including those companies who elect to pay for advertising on the Website.
 - d. Although we require all users of the Website who publish Content on the Website, including our employees, to make specific disclosures when posting on our Website, including whether they own securities they mention in their posts where they discuss specific securities, WE CANNOT ASSURE YOU THAT THOSE DISCLOSURES ARE TRUE AND ACCURATE.
 - e. By permitting advertisements to appear on the Website, none of the Company, its directors, officers, employees, shareholders or consultants makes any investment recommendations with respect to any of the companies whose advertisements appear on the Website.
 - f. THE COMPANY PROVIDES THE CONTENT TO YOU ON AN "AS IS BASIS" without any representations, warranties, guarantees or conditions, of any kind, whether express or implied, statutory or otherwise, including but not limited to, warranties as to uninterrupted or error free

operation, availability, accuracy, completeness, currentness, reliability, timeliness, legality, suitability, privacy, security, merchantability, quality, title, non-infringement or fitness for a particular purpose, or those arising out of a course of dealing or usage of trade. The Content may not be accurate, up to date, complete or untampered, and is not to be relied upon. The Company assumes no obligation to update the Content on this site. The Content may be changed without notice to You. The Company is not responsible for any Content or information that is incorrect, incomplete or that You may find undesirable or objectionable. The Company disclaims any liability for use of any portion of the Website.

- g. While we take precautions to protect Your personal information, we cannot and do not guarantee that Your personal information will be maintained confidential and secure.
- h. The Content is provided for educational and informational purposes only and should not be interpreted as a recommendation for any use or course of action, or any specific, product or service, including any financial product, investment or security.
- I. THE CONTENT ON THE WEBSITE IS NOT INTENDED TO BE USED AS A SUBSTITUTE OF ANY KIND FOR PROFESSIONAL ADVICE. IT IS YOUR DUTY TO OBTAIN PROFESSIONAL ADVICE FROM A QUALIFIED FINANCIAL PROFESSIONAL TO MEET YOUR INVESTMENT NEEDS. YOU SHOULD NOT ACT OR RELY ON ANY OF THE CONTENT WITHOUT SEEKING ADVICE OF A QUALIFIED PROFESSIONAL. THE COMPANY DOES NOT RECOMMEND OR ENDORSE ANY OF THE CONTENT, INCLUDING WITHOUT LIMITATION ANY HYPER-LINKS TO OR CONTENT FOUND ON OTHER WEBSITES. THE MENTION OF ANOTHER PARTY OR ITS BUSINESS, PRODUCT, OR SERVICE ON THE WEBSITE SHOULD NOT BE CONSTRUED AS AN ENDORSEMENT OF THAT PARTY OR ITS PRODUCT OR SERVICE.
- j. IN NO EVENT WILL COMPANY, ITS AFFILIATES, AGENTS, LICENSORS, SUPPLIERS, OR THEIR RESPECTIVE DIRECTORS, OFFICERS OR EMPLOYEES, BE LIABLE FOR DAMAGES OR LOSSES RESULTING FROM: VIRUSES, DATA CORRUPTION, FAILED MESSAGES, TRANSMISSION ERRORS OR PROBLEMS; TELECOMMUNICATIONS SERVICE PROVIDERS; LINKS TO THIRD-PARTY WEBSITES; THE INTERNET BACKBONE; PERSONAL INJURY; ECONOMIC LOSS, THIRD-PARTY CONTENT, PRODUCTS OR SERVICES; DAMAGES OR LOSSES CAUSED BY YOU, OR YOUR RESPECTIVE EMPLOYEES, AGENTS OR SUBCONTRACTORS; LOSS OF USE OR LACK OF AVAILABILITY OF FACILITIES INCLUDING COMPUTER RESOURCES, ROUTERS AND STORED DATA; THE USE OR INABILITY TO USE THE WEBSITE OR THE CONTENT; ANY OTHER WEBSITE ACCESSED TO OR FROM THE WEBSITE; OR EVENTS BEYOND THE REASONABLE CONTROL OF THE COMPANY, EVEN IF THE COMPANY OR ANY OF ITS LAWFUL AGENTS, OR EMPLOYEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM.
- k. IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, AGENTS, LICENSORS, SUPPLIERS, OR THEIR RESPECTIVE DIRECTORS, OFFICERS OR EMPLOYEES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, AGGRAVATED, ECONOMIC OR CONSEQUENTIAL DAMAGES, HOWSOEVER CAUSED, INCLUDING BUT NOT LIMITED TO: DAMAGES FOR LOSS OF USE, LOST PROFITS OR LOST SAVINGS, EVEN IF THE COMPANY OR ANY OF ITS LAWFUL AGENTS OR EMPLOYEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM.
- I. IN NO CASE WILL THE COMPANY, ITS AFFILIATES, AGENTS, LICENSORS, SUPPLIERS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS AND EMPLOYEES CUMULATIVE TOTAL LIABILITY ARISING UNDER ANY CAUSE WHATSOEVER (INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, TORT, NEGLIGENCE, GROSS NEGLIGENCE, OR OTHERWISE) BE FOR MORE THAN THE AMOUNT, IF ANY, PAID BY YOU UNDER THIS AGREEMENT TO ACCESS THE WEBSITE, IN THE YEAR IN WHICH THE CLAIM AROSE.
- 3. User Account. In order to access some of the services of the Website, You will have to create an account. You may never use another person's account without the Company's explicit permission. When creating Your account, You must provide accurate and complete information. You are solely responsible for the activity that occurs on Your account, and You must keep Your account up to date and Your password secure. You agree to keep Your account information up to date. You must immediately notify the Company of any unauthorized use of Your password or account, or any other breach of security. You represent that You are at least 18 years of age
- 4. Fees.
 - a. Usage of the Website is generally free. The Company charges fees for certain premium Content, such as access to specific company research data. Upon selecting a paid service, You will have the opportunity to review and accept that fee. All fees are quoted in Canadian Dollars, and may change from time to time. Fee changes are effective when We provide You with notice by posting said changes on the Company's Website. Fees are non-refundable, and You are responsible for paying fees when they are due. If payment is not made when it is due, We reserve the right to collect outstanding fees by other avenues available to the Company.
 - b. The paid Content, shall not constitute a recommendation that any particular security, portfolio of securities, transaction or investment strategy is suitable for any specific person. The paid Content is not to be used as a substitute of any kind for professional advice.
 - c. You may cancel Your subscription at any time. If You cancel Your subscription, the Company shall not be responsible for issuing a refund for any unused portion of Your subscription.
- 5. You are Responsible for Content You Post. You, and not the Company, are entirely responsible for all

Content that You make available on the Website. You acknowledge that the Company and its designees shall have the right (but not the obligation) in their sole discretion to move or remove any Content that You make available.

- 6. Question and Answer Forums. The Question and Answer Forums on the Website are a public venue. You understand that the Company does not manually prescreen the Content posted via the Question and Answer Forums. The Company cannot and does not guarantee the integrity, accuracy or quality of any of the Content, including paid Content and user-generated Content such as the Question and Answer Forums. When using the Question and Answer Forums, never assume that people are who they say they are, know what they say they know, or are affiliated with whom they say they are affiliated. Information obtained on the Question and Answer Forums may not be reliable. It is not a good idea to trade or make any investment decisions based solely or largely on information You cannot confirm. You agree that You will not use the Question and Answer Forums to:
 - make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;
 - b. violate any applicable laws;
 - c. make available any Content that contains unsolicited advertising;
 - make available any Content that contains any use of personal information without the consent of the person whose information is being disclosed;
 - e. make available any Content that contains personal attacks,
 - f. post Content that contains viruses or any other computer code designed to have a detrimental effect on any of the Company's computer software or hardware or telecommunications equipment;
 - g. make available any Content that infringes the rights of any party including, a patent, trademark, trade secret, copyright, confidential information, or other proprietary rights of any party;
 - impersonate any person or entity, or falsely state or otherwise misrepresent Your affiliation with a person or entity;
 - interfere with the servers or networks connected to the Website or discussion boards, and;
 - j. collect or store personal information about other users.

When making Content available via the Question and Answer Forums You agree to:

- k. be descriptive, specific, and succinct in Your postings;
- I. ensure that Your Content is relevant to the particular forum discussion posted to;
- m. make a good faith effort to post helpful advice;
- n. disclose in Your postings Your interest or affiliations to any investment You are discussing; and
- o. adhere to the Company's Question & Answer Forums Policies and Rules.
- 7. License To Use Your Content. With the exception of personal information which is governed by the Company's privacy policy, You hereby grant to the Company the perpetual, unlimited, royalty-free, world wide, non-exclusive, irrevocable, transferable license to run, display, copy, reproduce, publish, bundle, distribute, market, create derivative works of, adapt, translate, transmit, arrange, modify, sub-license, export, merge, transfer, loan, rent, lease, assign, share, outsource, host, make available to any person or otherwise use, destroy, any information or other Content You provide on or through the Website or which is sent to the Company by e-mail or other correspondence, including without limitation, any ideas, concepts, inventions, know-how, techniques or any intellectual property contained therein, for any purpose whatsoever. The Company shall not be subject to any obligations of confidentiality regarding any such information unless specifically agreed by the Company in writing or required by law. You represent and warrant that You have the right to grant the license set out above and that all moral rights have been waived by the authors of any Content You make available.
- 8. **Permitted Use.** The Company hereby grants to You a personal, non-transferable, revocable, and non-exclusive license to access, read and download one copy of the Content at any given time.
- 9. Restrictions on Use. You agree that YOU WILL NOT:
 - distribute the Content for any purpose, including without limitation compiling an internal database, redistribution or reproduction of the Content by the press or media or through any commercial network, cable or satellite system:
 - b. create derivative works of, reverse engineer, decompile, disassemble, adapt, translate, transmit, arrange, modify, copy, bundle, sell, sub-license, export, merge, transfer, adapt, loan, rent, lease, assign, share, outsource, host, publish, make available to any person or otherwise use, either directly or indirectly, the Content in whole or in part, in any form or by any means whatsoever, be they physical, electronic or otherwise. You shall not permit, allow or do anything that would infringe or otherwise prejudice the proprietary rights of the Company or its licensors or allow any third-party to access the Content. The restrictions set out in this Agreement shall not apply to the limited extent the restrictions are prohibited by applicable law;
 - c. use another person's account;
 - d. provide false or misleading formation, including inaccurate and incomplete information about
 - e. restrict or inhibit any other visitor from using the Website, including, without limitation, by means of "hacking" or defacing any portion of the Website;
 - f. use the Website for any unlawful purpose;

- g. express or imply that any statements You make are endorsed by Us, without our prior written consent:
- h. 'frame' or 'mirror' any part of the Website without our prior written authorization;
- use any robot, spider, website search/retrieval application, or other manual or automatic device or process to download, retrieve, index, 'data mine' or in any way reproduce or circumvent the navigational structure or presentation of the Website or the Content; or,
- . harvest or collect information about visitors to the Website without their express consent.
- 10. Personal Information. The Company may from time to time, but is not obligated to, monitor Your use of the Website and collect, store, use and disclose personal information about You, pursuant to our Privacy Policy. Our Privacy is incorporated into this Agreement. You hereby consent to such collection, storage, use and disclosure and waive any right of privacy You may have. If You object to Your personal information being transferred or used in this way, then do not provide us with any personal information. Our Privacy Policy may be found at: http://www.stockresearchportal.com/PrivacyPolicy.aspx
- 11. Termination. This Agreement is effective until terminated by the Company, with or without cause, in the Company's sole and unfettered discretion. Any such termination by the Company shall be in addition to and without prejudice to such rights and remedies as may be available to the Company, including injunction and other equitable remedies. Paragraphs 1 (Ownership and Copyright), 2 (Limitations on Liability and Disclaimers), 4 (Fees), 5 (You are Responsible for Content You Post), 7 (License To Use Your Content), 9 (Restrictions on Use), 10 (Personal Information), 11 (Termination), 12 (Indemnity), 13 (Governing Law), 14 (Interpretation), 16 (Amendment and Waiver), 17 (Severability), 18 (Enurement and Assignment), 19 (Statute of Limitations) of this Agreement shall survive the termination or expiry of this Agreement.

You may terminate this Agreement and cancel Your account by completing the form found http://www.stockresearchportal.com/MyAccount.aspx:

- 12. **Indemnity.** You agree at all times to indemnify, defend and hold harmless the Company, its agents, suppliers, affiliates and their respective directors and employees against all actions, proceedings, costs, claims, damages, demands, liabilities and expenses whatsoever (including legal and other fees and disbursements) sustained, incurred or paid by the Company directly or indirectly in respect of any information or other Content You provide on or through the Website or by e-mail or other correspondence; or Your use or misuse of the Content or the Website, including without limitation infringement claims.
- 13. Governing Law. The Company is physically located within the Province of Ontario, Canada. This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada and shall be treated in all respects as an Ontario contract, without reference to the principles of conflicts of law. In the event of a dispute, We agree to submit to the non-exclusive jurisdiction of the Ontario courts. You agree to waive any right You may have to: (i) a trial by jury; and (ii) commence or participate in any class action against Company related to the Website, the Content or this Agreement and, where, applicable, You also agree to opt out of any class proceedings against Company or its licensors. We have required that this Agreement and all documents relating thereto be drawn-up in English.
- 14. Interpretation. The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. In this Agreement, words importing the singular number include the plural and vice versa, words importing gender include all genders; and words importing persons include individuals, sole proprietors, partnerships, corporations, trusts and unincorporated associations. All references to money amounts in this Agreement, unless otherwise specified, are in Canadian dollars.
- 15. Entire Agreement. This Agreement as it may be amended from time to time in accordance with the provisions of the "Amendment and Waiver" section below, and any and all other legal notices and policies on the Website, constitute the entire agreement between You and the Company with respect to the use of the Website and the Content.
- 16. **Entire Agreement.** This Agreement as it may be amended from time to time in accordance with the provisions of the "Amendment and Waiver" section below, and any and all other legal notices and policies on the Website, constitute the entire agreement between You and the Company with respect to the use of the Website and the Content
- 17. Amendment and Waiver. The Company reserves the right, in its discretion, to amend this Agreement at any time by posting amendments on the Website. You are responsible for periodically reviewing the amendments on the Website and You are deemed to be aware of such amendments. If You do not agree to the amended terms and conditions, You shall immediately stop using the Website. Access to the Website or use of the Website after any amendments have been posted shall constitute Your acknowledgement and acceptance of the amended terms and conditions.
- 18. **Severability.** Any provision of this Agreement which is held by a court of competent jurisdiction to be illegal, invalid or unenforceable in such jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such illegality, invalidity or unenforceability and shall otherwise be enforced to the maximum extent permitted by law, all without affecting the remaining provisions of this Agreement or affecting the legality, validity or enforceability of such provision in any other jurisdiction.
- 19. **Enurement and Assignment.** This Agreement shall enure to the benefit of and be binding upon each of Us and our respective successors and permitted assigns. This Agreement may not be assigned by You; and may be assigned by the Company.
- 20. 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 Content or this Agreement must be filed within one (1) year after such claim or cause of action was discovered or should have been discovered, or be forever barred.

21. **Complaints.** Concerns or inquiries regarding any Content may be directed to info@stockresearchportal.com.

YOU ACKNOWLEDGE HAVING READ THIS AGREEMENT BEFORE ACCEPTING IT, AND HAVING THE AUTHORITY TO ACCEPT THIS AGREEMENT.

Stock Research DD Inc. 70 University Avenue, Suite 320 Toronto, Canada M5J 2M4

Email: info@stockresearchportal.com