

# Conditions of Use

## 1. Acceptance and amendments

This legal notice is to inform the Visitor you of the conditions to access and use this Internet site (the "Site") operated by Investor Leadership Network (hereinafter collectively "ILN"). When the Visitor decides to access and use the Site, they agree to be bound by and comply with accepts all the terms and conditions set out herein below that govern the Site's access, use, content and application, including the Privacy Policy and other policies, rules and conditions applicable to the Site that may be posted thereon from time to time Personal Information Protection Policy (hereinafter collectively the "Conditions"). It is important for the Visitor to read the Conditions to ascertain their rights and obligations.

The Visitor agrees and acknowledges that ILN reserves the right, at any time, to amend, change or update the Conditions. By accessing and using the Site after any amendment, the Visitor agrees to comply with and be bound by them and the Visitor agrees to be bound by such amendments, changes or up-dates. The Visitor's use of the Site after any such amendment constitutes their agreement to comply with the Conditions thus amended and to be bound by them. Consequently, it is the Visitor's responsibility to verify if there have been any amendments to the Conditions by referring to the date they were last modified, which is found below.

If the Visitor does not accept these Conditions or, as the case may be, the Conditions as amended from time to time, ILN does not authorize the Visitor to access or use the Site, and they should stop accessing and using the Site.

## 2. Ownership

Unless indicated otherwise, the entire content of the Site, in particular, all texts, documents, data, charts, photographs, and images, illustrations, audio and video clips, software, tools and all trademarks, brands and trade names used on the Site as well as their selection and array (hereinafter collectively the "Content"), are subject to intellectual property rights, including, in particular, copyrights, trademarks and patents held by ILN, or granted to it. Except as expressly set out herein, the Visitor does not have a licensed or ownership right to use or reproduce the Content and all intellectual property rights in this respect are expressly reserved by ILN.

Without limiting the general scope of the foregoing, the [www.investorleadershipnetwork.org](http://www.investorleadershipnetwork.org) domain name is the exclusive property of ILN and no appropriation of the domain name by hyperlinking (as defined below), framing or registering related domain names shall be tolerated.

The names and logos of ILN and its members used on this Site may be trade names or trademarks (including registered trademarks) thereof. Such names and logos may not be copied, imitated or used, in whole or in part, other than in compliance herewith.

The Visitor acknowledges and agrees that any unauthorized downloading, retransmission, copy or modification of all or part of the Site or Content may breach statutes, particularly all statutes pertaining to intellectual property, including trademarks, images, texts or data contained on the Site may breach federal, state or provincial statutes and, in particular, all statutes pertaining to trademarks, industrial designs or copyrights and may expose the Visitor to legal proceedings. Save for the particular needs to browse the internet and unless indicated otherwise, it is strictly forbidden to copy, download, publish, distribute, reproduce, republish, store on any medium, retransmit, display, modify, create works derived from all or part of the Site or Content or the Site, to sell or participate in the sale of all or part of the Site or Content or Site, exploit all or part of the Site or Content or Site in any way or make any public or commercial use thereof in any form whatsoever. Without limiting the general scope of the foregoing, the Visitor may not print or copy the HTML code or any other computer code software program that may be viewed on the Site.

## 3. Permitted use

The Visitor may access and use the Site and Content in compliance with statutes and the Conditions. Subject to the Conditions, ILN grants the Visitor a non-exclusive, non-transferable and revocable license to access and use the Site and Content solely for the purpose of viewing and saving on the Visitor's Device (as defined hereinafter), to download and print copies of texts, documents and data available on the Site (collectively the "Documents") for internal or personal and non-commercial or internal purposes, but any copy or reproduction of a Document available on the Site must display all Document and Content copyright notices or other proprietary notices and the Visitor may not modify the Document or Content in any way. Any other use of the Site or Content is strictly forbidden. For the sake of clarity, the Documents form an integral part of the Content.

#### 4. Hyperlinks

The Site contains links, cross references and icons that enable the Visitor to connect to sites operated by third parties (collectively hereinafter the "Hyperlinks"). Hyperlinks are made available to the Visitor for their ease of use and to provide them with a more spontaneous and friendly browsing experience. The existence of a Hyperlink is, by no means, an implicit or explicit contact to the site concerned, to its content or to other sites connected to it and ILN cannot be held responsible for their content. ILN does not make any express or implicit representation or warranty to the Visitor regarding products or services provided by third parties even though such information, products or services are referred to, included on or accessible from the Site or linked to it.

ILN is, at all times, free to add, delete or modify any Hyperlink appearing on the Site. ILN does not assume any responsibility with respect to the choice of provided Hyperlinks, to any eventual viruses and the compatibility of a Hyperlink with the Visitor's Device, smart phone, electronic tablet or other devices on which the Site may be accessed (each a "Device").

ILN expressly forbids any person from authorizing or implementing a Hyperlink originating from a third party's site on the Site, from using the framing technique from a mirror site or other similar method without ILN's prior consent. The fact that there are unauthorized Hyperlinks to the Site by no means constitutes a consent of or waiver to ILN's rights and recourses. The existence of any unauthorized Hyperlink to the Site does not incur ILN's liability. The access given by the Site's Hyperlinks to other sites by no means serves to support, sanction or otherwise recognize the content of such sites.

#### 5. Exclusion of warranty and limitation of liability

The Visitor is given access to the Site and Content by ILN's Content for information purposes only, and the Site and Content may contain inaccuracies, omissions and typographical errors. ILN and its Representatives do not make any representation or warranty regarding the accuracy, quality, reliability, topicality, comprehensiveness, opportunity, merchantability or adaptation for a particular use, the absence of counterfeiting or violation of intellectual property or rights related to the Site, or the completeness of the Content, or of the information accessible through this Site. ILN reserves the right, at its sole discretion, to correct any inaccuracy, error or omission or error or to update any information found on the Site and Content. However, ILN and its Representatives shall assume no liability regarding inaccuracies, omissions, errors or updates to the Site or Content.

The Visitor accesses and uses the Site and Content at their own risk. ILN and its Representatives do not make any representation or warranty to the effect that the Site or Content is compatible with the Devices, computer systems or that the Site and Content is or will be free of viruses or contaminating or destructive elements having prejudicial consequences. In addition, ILN does not provide any guarantee that the Site will run without interruption or without error or that there will not be any delay, omission or loss of transmitted information, to or from the Visitor. The Visitor is solely responsible for installing systems and software to protect the security and integrity of their Device or that no virus or other contaminating or harmful element will not be transmitted or that no damage will occur to the Visitor's computer system, as well as for all related costs, that may be necessary for the Visitor to use the Site.

The Content and Site, the services and the information accessible through this Site are provided "as is," without any explicit, implicit or accessory declaration, warranty or condition. To the fullest extent permitted by law, and all representations, warranties and conditions, express, implicit or stemming from the law or commercial custom, are excluded to the extent allowed by law.

Under no circumstances shall ILN and its Representatives shall assume no liability based on a contract, civil responsibility or other legal theory regarding damages, whether direct, indirect, incidental, consecutive, punitive, exemplary, special, corporal or other damages whatsoever be liable for any direct, indirect, incidental, punitive, exemplary, special or other damages whatsoever (including but without limiting the general scope of the foregoing, damages related to the undertaking, loss of profits, savings or revenue, interruption of business, a Device, the computer system, and loss of information, programs or other data on the Visitor's information processing system) caused by the use or inability to use the Site, its Content or the documents available through the Site, or any information, or functions of the Site or any other connected site, or related thereto, whether or not ILN or one of its Representatives had been informed of the possibility of such damages.

#### 6. Obligations of the Visitor to the Site

The Visitor undertakes not to: (a) use the Site or Content in any way that could damage, deactivate, overload or compromise the Site or Content; (b) interfere with the security or otherwise abuse the Site, Content, services, or any service, systems resources, server or network connected to the Site or to affiliated or connected sites or sites that are accessible through them; (c) disrupt or interfere with other people's use or enjoyment of the Site, Content or affiliated or connected sites or sites that are accessible through them; (d) download, display or otherwise transmit a virus on the Site or other harmful, troublesome or corrupting file or computer program; (e) use any robot device, hacker or other automatic device or manual process to manipulate or copy web pages or the Site's Content; (f) send e-mail messages, chain letters, spam, electronic threats or other types of unsolicited mass electronic messages, junk mail or other type of spam messages through the Site; and (g) attempt to secure unauthorized access to the Site, Content or to certain portions of the Site or Content with limited access. In addition, the Visitor recognizes that they alone are responsible for any and all

actions and communications undertaken or transmitted to or on their behalf and they undertakes to comply with all applicable statutes regarding their use of the Site or Content, or activities on the Site.

## 7. Personal information

ILN complies with prevailing and applicable legislation in personal information matters. The Visitor accepts ILN's practices with regard to the processing of and the measures to safeguard the personal information set out in the Privacy Policy.

## 9. General provisions

### 9.1 Definitions

For the purposes of this notice, the word "Representatives" includes ILN, members of ILN and their respective directors, officers, employees, shareholders, agents, service providers and subcontractors.

For the purposes of this notice, the word "Visitor" means the person who, in fact, browses the Site as well as the person who authorizes the use of the Device or, as the case may be, the browsing equipment.

### 9.2 Entire agreement and Interpretation

The Conditions constitute the entire agreement between the Visitor and ILN regarding the Visitor's use of the Site and its Content and supersedes the prior written or verbal agreements between the Visitor and ILN with regard to the subject matter hereof.

Section titles herein are used solely for easy reading purposes and may not be used to interpret the sections.

### 9.3 Applicable law

The Site, the Content and the Conditions are governed by the laws of the Province of Québec and Canadian federal laws applicable therein, notwithstanding any principle governing conflicting laws. The Visitor agrees to be bound to and to comply with the aforementioned laws. In addition, the Visitor who accesses or uses the Site from another jurisdiction shall be responsible for ensuring that their access and use is legally permitted in that jurisdiction and they agree to comply with local laws, to the extent that they apply to the Visitor. In the event of any dispute related to this Site or to the Conditions, the Visitor accepts the exclusive jurisdiction of the courts of the Province of Québec and the Federal Court of Canada. The Visitor agrees not to initiate any action or proceeding anywhere other than in Montréal, Québec (Canada) with regard to such a dispute.

### 9.4 Specific rules

In the event of inconsistency or conflict between one of the terms set out in these Conditions and a specific condition rule set out on a page of the Site in relation to some particular Content, the specific condition rule takes precedence.