

TERMS OF USE FOR SUBMISSION OF CONTENT

These Terms of Use constitute an agreement between you (“you”, “You”, “your” or “I”, as applicable) and Her Majesty the Queen in Right of the Province of British Columbia, represented by the Minister of International Trade (the “Province”, “we”, “We” or “us”, as applicable) with respect to your submission of opportunities related to investment or partnership (the “Content”) to the www.britishcolumbia.ca website (the “Website”). These Terms of Use set out the terms and conditions that apply to you when you submit investment opportunities or XYZ (collectively, “Content”) to the Site. By clicking “Log-in Now”, you are deemed to have read and to have agreed unconditionally to the terms and conditions set out below (collectively, the “Terms”).

Eligibility to Contribute:

To contribute Content to the Website, you must be, and you represent and warrant that you are, 19 years of age or older.

Submission and Moderation of Content

You agree that you will only use the Website and submit Content in accordance with the Terms. Your failure to do so may result in your being temporarily and/or permanently suspended from using the Website.

In accordance with the Terms, all Content will be read and moderated by us before being published on the Website and you expressly grant the Province the right to moderate, edit, refuse to post or delete any Content that the Province deems, in its absolute discretion, to be unlawful, objectionable, misleading or otherwise inappropriate.

Hours of Operation

The Province expects, but does not guarantee that, the Website will be available 24 hours a day, 7 days a week, subject to unforeseen circumstances such as power outages and system failures. Subject to the foregoing, you may submit Content at any time. However, given the need to manage provincial resources, you acknowledge that Content may not be reviewed and posted immediately. The Province will generally moderate and post Content during regular business hours Monday through Friday. Content submitted outside of these hours will be reviewed and posted at the earliest opportunity.

Ownership and License

You retain ownership of all Content you submit to the Website. You represent and warrant that Content submitted by you: (a) is your original work, or has been provided to you or obtained by you from the rightful owner with the necessary permissions; and (b) does not and will not infringe on the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity.

By submitting Content to the Website, and in consideration of the opportunity to participate in the Website and other valuable consideration (the receipt and sufficiency of which you hereby

acknowledge), you hereby grant to the Province a non-exclusive, perpetual, irrevocable, royalty-free, worldwide, unrestricted license to exercise in respect of your Content those rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, distribute and display your Content in any and all formats present and future and for any and all purposes associated with the Website. You agree that the Province may engage independent contractors and service providers to assist the Province in exercising these rights.

You agree that the Province may reformat, rearrange or otherwise modify Content submitted by you, and you understand and acknowledge that the Province has no obligation to acknowledge you by name or pseudonym as the author of such Content or to ensure that you remain anonymous.

With the exception of Content submitted by you and other Website users, all intellectual property (including copyright, official marks and trade-marks) contained in the Website is owned by the Province or its licensors. If you wish to make use of any such intellectual property, you must first obtain permission in accordance with the Province's [policies](#).

Third Party Websites

Use of any material from or links to third party websites must be in accordance with these Terms. The Province does not control such third party websites and is not responsible for their contents. The inclusion of hyperlinks to such third party websites does not imply any endorsement of the material on such websites or any association with these third parties.

Freedom of Information Requests

You acknowledge that you are aware that most government information, including the contents of the Website and any Content submitted by you, may be the subject of a freedom of information request and may be disclosed publicly under the Freedom of Information and Protection of Privacy Act (British Columbia).

Warranty Disclaimer

You agree that your use of the Website is entirely at your own risk and that you will be liable for any failure to abide by the Terms. In addition to the Province's general [Warranty Disclaimer](#), the Province makes no representations or warranties, expressed or implied, regarding:

- 1) the availability of the Website;
- 2) the accuracy, completeness or currency of any information, including Content, posted on the Website; or
- 3) the prospect of contact from third parties interested in your Content or business dealings resulting from such contact.

Limitation of Liability and Indemnity

In addition to the Province's general [Limitation of Liabilities](#), you agree that under no circumstances will the Province or any of its respective servants, employees or agents be liable to you or any person or entity for any direct, indirect, special, incidental, consequential, or other damages (whether based on contract, tort, strict liability or otherwise) as a result of any:

- 1) use of or reliance on any Content or other information included on the Website;
- 2) use of the Website;
- 3) business dealings between you and any third party; or

- 4) failure to abide by the Terms.

Without limiting the general nature of the foregoing, you agree that the Province is not responsible for any lost, intercepted, incomplete, illegible or misdirected Content, connection failures or Website unavailability, failed, incomplete, garbled or delayed transmissions, or hardware, software or other technical malfunctions.

You agree to indemnify, defend and hold harmless the Province and all of its respective servants, employees and agents from and against all claims, demands, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to reasonable legal fees) arising from: (a) your use of the Website; (b) your violation of any provision of these Terms; (c) your violation of any third party right, including without limitation any claims or actions based on infringement or violation of intellectual property rights, libel or slander or other defamation, rights of privacy or rights of publicity; and (d) any claim that any Content submitted by you, or any business dealings resulting from the submission of such Content caused damage to a third party.

Compliance with Laws

You are solely responsible for compliance with all laws and/or regulations that apply to you in your use of the Website and you acknowledge that you should take appropriate advice as to the possible legal and tax consequences which you may encounter should you accept an investment relating to your Content.

By listing an investment opportunity on the Website, you acknowledge and agree that:

- 1) you may be advertising or marketing a “security” as defined in the *Securities Act* or comparable legislation in other jurisdictions, and that you are solely responsible for ensuring that you fully comply with all applicable laws and regulations, and that the Province is not responsible for ensuring your compliance under those laws and regulations;
- 2) your decision to list an opportunity on the Website is entirely at your own risk and the Province is not responsible for any investment decisions or the consequences of those decisions you make which arise from or are in relation to your use of the Website;
- 3) the Province does not endorse, recommend, advise on or make any representations about the opportunities or prospective investors, and in relation to a listing on the Website the Province is not an agent, principal, adviser, issuer, broker, promoter or salesperson of the listed opportunity or any entity listing an opportunity;
- 4) the Province will not be involved in any negotiation, trade, sale or purchase of securities arising from an opportunity listed on the Website; and
- 5) the Province, by providing the Website, is neither making an offer to sell securities or soliciting an offer to buy securities.

Termination of Website and Amendments to Terms

The Province reserves the right to stop providing the Website at any time. The Province also reserves the right to modify the Terms at any time, without notice being provided directly to you.

You understand and agree that it is your responsibility to review the Terms on a regular basis to ensure that you are aware of any modifications that may have been made. Your continued use of the Website constitutes your acceptance of any such modified Terms. In the event that you do not agree to be bound by any such modified Terms, then your sole remedy is to stop using the Website.

General

The Terms, including the information for which links are provided within the Terms, constitute the entire agreement between you and the Province with respect to your use of the Website.

If any term or provision of the Terms is invalid, illegal or unenforceable, all other terms and provisions of the Terms will nonetheless remain in full force and effect.

The Terms will be governed by and construed in accordance with the laws of British Columbia and the laws of Canada applicable in British Columbia. You agree that any action at law or in equity in any way arising from the Terms and/or in any way associated with your use of the Website will be resolved by arbitration under the *Arbitration Act* (British Columbia) and that the place of arbitration will be Victoria, British Columbia.