

# MY INVESTING TOOLS TERMS OF USE

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**PLEASE READ THESE TERMS OF USE CAREFULLY. BY USING ANY MY INVESTING TOOLS WEBSITE YOU AGREE TO ABIDE BY THE TERMS OF USE ("AGREEMENT") BETWEEN YOU AND MY INVESTING TOOLS. IF YOU DO NOT WISH TO BE BOUND BY THIS AGREEMENT, PLEASE DO NOT USE THE MY INVESTING TOOLS WEBSITE.**

You hereby acknowledge and agree as follows:

My Investing Tools and its licensors reserve the right to make changes or modifications to the My Investing Tools Website and this Agreement. Display of notice of changes online at the My Investing Tools' Website where you access the My Investing Tools Website shall constitute effective notice under this Agreement on the day My Investing Tools places the changes on line on its website, and your continued use of the My Investing Tools Website thereafter shall constitute your acceptance of such changes or modifications.

## **I. License Grant.**

My Investing Tools Website is owned by Jula Bay Enterprises Inc. ("Jula Bay"). Jula Bay Enterprises Inc. grants you a limited, non-exclusive, personal, non-assignable and non-transferable license to access and use the My Investing Tools Website, provided and expressly conditioned upon your agreement that all such access and use shall be governed by all of the terms and conditions set forth in the Agreement.

The My Investing Tools Website. The "My Investing Tools Website" includes, as applicable and without limitation:

- A. My Investing Tools' on-line computer system including all electronic databases and services accessed by or through My Investing Tools' on-line computer system, including the Community as defined below, and individual items within those databases or services which may constitute independent works of authorship;
- B. all documentation, including user manuals, operations manuals and the like provided to you by or for Jula Bay Enterprises Inc., for use in connection with the on-line computer system; and
- C. any other video presentations, audio presentations, slideshows, software, products, services, data or information provided by Jula Bay Enterprises Inc. or obtained through My Investing Tools' on-line computer system (collectively referred to herein as "information").

## **II. Ownership, Use and Intellectual Property Rights.**

The My Investing Tools Website is the valuable, exclusive property of Jula Bay Enterprises Inc. or its licensors, and nothing in this Agreement shall be construed as transferring or assigning any ownership rights in such property to you or any other person or entity. You have a license to use the My Investing Tools Website, as long as you comply with the terms of this Agreement or until My Investing Tools terminates

this Agreement or your access rights. Ownership of the My Investing Tools Website, and any documentation or information, shall remain at all times with Jula Bay Enterprises Inc. or its licensors. The My Investing Tools Website is protected by contract law and intellectual property law, including domestic and international copyright law, and all intellectual property rights in the My Investing Tools Website belong to Jula Bay Enterprises Inc. or its licensors.

If Jula Bay Enterprises Inc. provides you with an access identification, you may not allow concurrent use of the My Investing Tools Website by multiple users utilizing identical user identification numbers, or allow another person or entity to use your user identification number to access the My Investing Tools Website. You may not remove, alter or obscure any copyright, legal or proprietary notice in or on any portion of the My Investing Tools Website. You may store in the memory of your computer and may manipulate, analyze, reformat, print and/or display for your use only, the information received or accessed through the My Investing Tools Website pursuant to this Agreement. You may not resell, redistribute, broadcast or transfer the information or use the information in a searchable, machine-readable database. Unless separately and specifically authorized in writing by an officer of Jula Bay Enterprises Inc., you may not rent, lease, sublicense, distribute, transfer, copy, reproduce, publicly display, publish, adapt, store or time-share the My Investing Tools Website, any part thereof, or any of the information received or accessed therefrom, to or through any other person or entity. All rights not granted to you herein are expressly reserved by Jula Bay Enterprises Inc. or its licensors. Jula Bay Enterprises Inc. and its licensors reserve all rights to enforce their copyright and intellectual property rights.

### **III. Termination.**

A. This Agreement and the limited license rights granted hereunder shall remain in full force and effect unless terminated or cancelled for any of the following reasons:

1. immediately by Jula Bay Enterprises Inc. for any unauthorized access or use by you, including, without limitation: concurrent access of the My Investing Tools Website by multiple users utilizing identical user identification numbers; permitting another person or entity to use your user identification number to access the My Investing Tools Website; or any other access or use of the My Investing Tools Website except as expressly provided in this Agreement;
2. immediately by Jula Bay Enterprises Inc. if you assign or transfer (or attempt to assign or transfer) any rights granted to you under this Agreement;
3. immediately by Jula Bay Enterprises Inc. if you fail to abide by the rules and regulations relating to the use of, or tamper with or alter any of the software and/or data files contained in or accessed through, the My Investing Tools Website;
4. immediately by Jula Bay Enterprises Inc. if you transmit or receive using the My Investing Tools Website (or cause the transmission or receipt of) any pornographic, obscene, disparaging, defamatory, or libelous information of any nature or form whatsoever, with respect to any other user, company, or any other person or business entity (Jula Bay Enterprises Inc., in its sole discretion, shall determine whether any information transmitted or received violates this provision);

5. immediately upon discontinuance of the My Investing Tools Website by Jula Bay Enterprises Inc.; or
6. immediately by Jula Bay Enterprises Inc. if you violate any of the other terms and conditions of this Agreement.

B. Termination or cancellation of this Agreement shall not affect any other right or relief to which Jula Bay Enterprises Inc. may be entitled, whether at law or in equity. Regardless of the reason for cancellation or termination of this Agreement:

1. all rights granted to you will terminate and revert to Jula Bay Enterprises Inc.;
2. as requested by Jula Bay Enterprises Inc., you agree to erase and destroy any copies of the My Investing Tools Website you have made; and
3. you agree to certify to Jula Bay Enterprises Inc. your compliance with these requirements in writing upon Jula Bay Enterprises Inc.'s request.

THE PROVISIONS CONTAINED IN THE LIABILITY OF THIS AGREEMENT SHALL SURVIVE TERMINATION OF THIS AGREEMENT. IN NO EVENT SHALL JULA BAY ENTERPRISES INC. OR ITS AFFILIATES BE LIABLE FOR ANY LOSS OR LIABILITY, INCLUDING ANY FUTURE MONETARY LOSSES DUE TO YOUR USE OF THE MY INVESTING TOOLS WEBSITE OR THE COMMUNITY WEBSITE.

#### **IV. Monitoring.**

You acknowledge that Jula Bay Enterprises Inc. reserves the right to, and that Jula Bay Enterprises Inc. may from time to time choose to, monitor any and all information transmitted or received through the My Investing Tools Website. Jula Bay Enterprises Inc., in its sole discretion and without further notice to you, may review, censor or prohibit the transmission or receipt of any information which Jula Bay Enterprises Inc. deems inappropriate (such as that specified in subparagraph (4) of the Termination paragraph above,) or that Jula Bay Enterprises Inc. determines violates any term or condition of this Agreement.

#### **V. Delays in Services; Force Majeure.**

Any delays in or failure of performance by Jula Bay Enterprises Inc. or any of its licensors, service providers or service sponsors (including its and their officers, directors, employees, affiliates, agents, representatives and subcontractors) shall not give rise to any claims for damages, or any loss or liability, if and to the extent caused by interruptions due to electronic or mechanical equipment failures, telephone interconnect problems, defects, or occurrences beyond Jula Bay Enterprises Inc.'s control, including but not limited to acts of governmental authority, weather, fire, floods, explosions, acts of God, strikes or other concerted acts of workers, riots, armed conflicts, acts of war, or sabotage. Jula Bay Enterprises Inc. shall have no responsibility to provide you access to the My Investing Tools Website while interruption of the My Investing Tools Website due to any such or similar cause shall continue.

#### **VI. Equipment and Operation.**

You shall provide and maintain all telephone and other equipment necessary to access the My Investing Tools Website, and the costs of any such equipment and/or telephone

connections or use, including any applicable taxes, shall be borne solely by you. You shall pay Jula Bay Enterprises Inc. for your use of the My Investing Tools Website, and be billed in accordance with your access to the My Investing Tools Website. You are responsible for operating your own equipment and for familiarity with the information (e.g., calculations and reports) used with or available through the My Investing Tools Website. Jula Bay Enterprises Inc. reserves the right to refuse assistance or to charge additional fees if you seek assistance from Jula Bay Enterprises Inc. with respect to such basic background information or any other matters not directly relating to the operation of the My Investing Tools Website. Neither Jula Bay Enterprises Inc. nor its licensors shall have any responsibility to provide you with alternate access to the My Investing Tools Website if your access is interrupted due to a breakdown or failure of your equipment.

## **VII. Warranty Disclaimer.**

You acknowledge that the information provided through the My Investing Tools Website is compiled from sources, which are beyond the control of Jula Bay Enterprises Inc.. Though such information is recognized by the parties to be generally reliable during the term of this Agreement, you acknowledge that inaccuracies may occur and Jula Bay Enterprises Inc. and its licensors do not warrant the accuracy or suitability of the information for any particular purpose. The information is provided by Jula Bay Enterprises Inc. and its licensors for your personal information only, and is not intended for trading purposes. Information on this site does not constitute advice (investment, financial, tax, or legal) nor does such information include recommendations regarding particular financial instruments, investments or products. Neither Jula Bay Enterprises Inc. nor its licensors shall be liable for any errors, inaccuracies or delays in content, or for any actions taken by you in reliance thereon. Jula Bay Enterprises Inc. makes reasonable efforts to obtain reliable content from third parties, but Jula Bay Enterprises Inc. does not guarantee the accuracy of or endorse the views or opinions given by any third parties. The My Investing Tools Website may point to other Internet sites that may be of interest to you, however, Jula Bay Enterprises Inc. does not endorse or take responsibility for the content on such other sites. **YOU ACKNOWLEDGE THAT THE MY INVESTING TOOLS WEBSITE IS PROVIDED TO YOU ON AN "AS IS, WITH ALL FAULTS" BASIS. JULA BAY ENTERPRISES INC. AND ITS LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS, ORAL, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY WARRANTIES ARISING BY VIRTUE OF CUSTOM OF TRADE OR COURSE OF DEALING AND ANY IMPLIED WARRANTIES OF TITLE OR NON-INFRINGEMENT. SOME STATES DO NOT ALLOW EXCLUSIONS OF IMPLIED WARRANTIES, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. FURTHER, MY INVESTING TOOLS AND ITS LICENSORS DO NOT REPRESENT OR WARRANT:**

**A. THAT THE MY INVESTING TOOLS WEBSITE WILL MEET YOUR REQUIREMENTS OR IS SUITABLE FOR YOUR NEEDS;**

B. THAT THE ACCESS OR USE OF THE MY INVESTING TOOLS WEBSITE WILL BE ERROR-FREE OR

C. THE ACCURACY OF ANY DATA OR INFORMATION IN OR PROCESSED WITH THE MY INVESTING TOOLS WEBSITE OR THE RESULTS OF ANY SUCH PROCESSING.

YOU ARE SOLELY RESPONSIBLE FOR ALL DECISIONS MADE BY YOU IN CONNECTION WITH SUCH DATA, INFORMATION AND RESULTS, AND FOR VERIFYING THE ACCURACY OF SUCH DATA, INFORMATION AND RESULTS FROM INDEPENDENT SOURCES.

## **VII. Limitation of Liability; Disclaimer of Consequential Damages.**

NONE OF JULA BAY ENTERPRISES INC. NOR ANY OF ITS AFFILIATES SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS, DAMAGE, LIABILITY, COST OR EXPENSE SUFFERED OR INCURRED IN CONNECTION WITH THE USE OF OR PARTICIPATION IN THE MY INVESTING TOOLS WEBSITE OR ITS CONTENT.

YOU ALSO AGREE THAT JULA BAY ENTERPRISES INC. AND ITS AFFILIATES (INCLUDING ITS AND THEIR OFFICERS, DIRECTORS, MANAGERS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES AND SUBCONTRACTORS) SHALL NOT IN ANY EVENT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE MY INVESTING TOOLS WEBSITE FOR ANY PURPOSE WHATSOEVER, EVEN IF MY INVESTING TOOLS OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE ABOVE PROVISIONS, IF THERE SHALL AT ANY TIME BE OR ARISE ANY LIABILITY ON THE PART OF JULA BAY ENTERPRISES INC. OR ITS AFFILIATES BY VIRTUE OF THIS AGREEMENT OR BECAUSE OF THE RELATIONSHIP THEREBY ESTABLISHED, WHETHER DUE TO THE NEGLIGENCE OF JULA BAY ENTERPRISES INC. OR ITS AFFILIATES OR OTHERWISE, SUCH LIABILITY IS AND SHALL BE LIMITED TO \$100.00, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY. THIS LIABILITY SHALL BE COMPLETE AND EXCLUSIVE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

YOU ACKNOWLEDGE AND AGREE THAT JULA BAY ENTERPRISES INC. WILL USE REASONABLE EFFORTS TO ASSURE THAT NO VIRUSES OR PROGRAMS WITH SIMILAR FUNCTIONS OPERATE ON, OR ARE PASSED THROUGH THE MY INVESTING TOOLS WEBSITE OR THE ACCESS SOFTWARE. HOWEVER, YOU HEREBY ASSUME ALL RESPONSIBILITY (AND HEREBY HOLD MY INVESTING TOOLS HARMLESS) FOR DETECTING AND ERADICATING ANY VIRUS OR PROGRAM WITH A SIMILAR FUNCTION ON

YOUR COMPUTER EQUIPMENT, BY WHATEVER MEANS YOU DEEM MOST APPROPRIATE FOR YOUR NEEDS.

THE PROVISIONS CONTAINED IN THIS LIABILITY SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

### **IX. Indemnification.**

YOU HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS JULA BAY ENTERPRISES INC., ITS AFFILIATES AND ITS LICENSORS (INCLUDING ITS AND THEIR OFFICERS, DIRECTORS, MEMBERS, MANAGERS, PARTNERS, EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES OR SUBCONTRACTORS) FOR AND AGAINST ANY AND ALL CLAIMS BROUGHT BY PERSONS OR ENTITIES OTHER THAN THE PARTIES TO THIS AGREEMENT ARISING FROM OR RELATED TO YOUR ACCESS TO AND USE OF THE MY INVESTING TOOLS WEBSITE, INCLUDING THE INFORMATION OBTAINED THROUGH THE MY INVESTING TOOLS WEBSITE.

### **X. Export Control.**

This Agreement is expressly made subject to any laws, regulations, orders, or other restrictions on the export from Canada of the My Investing Tools Website and access software or information about the My Investing Tools Website and access software that may be imposed from time to time by the government of Canada. You agree that you are not in a country where such export is prohibited or are a person or entity to which such export is prohibited. You are responsible for compliance with the laws of your local jurisdiction regarding import or export of the My Investing Tools Website and access software.

### **XI. No Conflicting Terms.**

If there is any conflict between this Agreement, any purchase order, any help text, manuals or other documents relating to the My Investing Tools Website, this Agreement shall govern, whether such order or other documents is prior to or subsequent to this Agreement, or is signed or acknowledged by any director, officer, employee, representative or agent of Julia Bay Enterprises Inc.

### **XII. Attorney's Fees.**

If Julia Bay Enterprises Inc. takes action (by itself or through its representatives) to enforce any of the provisions of this Agreement, including collection of any amounts due hereunder, in addition to all sums to which it is entitled or any other relief, at law or in equity, Julia Bay Enterprises Inc. shall be entitled to recover from you and you agree to pay, reasonable and necessary attorney's fees and all costs of any litigation.

### **XII. Governing Law; Limitations; Venue.**

This Agreement shall be governed by the laws of the Province of Alberta, excluding any rule or principle that would refer to and apply the substantive law of another province, state or jurisdiction. To the extent allowed by applicable law, any claims or causes of

action arising from or relating to your access and use of the My Investing Tools Website contemplated by this Agreement must be instituted within two (2) years from the date upon which such claim or cause arose or was accrued. Further, any such claim or cause of action may only be brought in the provincial or federal courts located in Calgary, Alberta, and you agree to submit to the exclusive personal jurisdiction of such courts and hereby appoint the Secretary of Province of Alberta as your agent for service of process.

#### **XIV. Severability.**

If any provision of this Agreement is found to be unlawful or unenforceable in any respect, the court shall reform such provision so as to render it enforceable (or, if it is not possible to reform such provision so as to make it enforceable, then delete such provision); and, as so reformed or modified, fully enforce this Agreement.

#### **XV. Entire Agreement.**

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and no other agreement as to such subject matter, written or oral, exists.