

TRADER ii TERMS OF USE (“Terms of Use”)

Welcome to the Trader ii Securities Accounting and Software Inc. (“Trader ii”) website (the “Website”). These Terms of Use together with Trader ii’s Privacy Policy, Copyright Disclaimer, and Website Disclaimer (collectively the “Terms” of this “Agreement”) govern your use of this Website. Trader ii reserves the right, in its sole discretion, to change, modify, or otherwise alter these Terms at any time effective upon posting the modified Terms on the Website. Please review the Terms periodically. Your access to the Website in any way is evidence of your acceptance of these Terms and the enforcement of these Terms by Trader ii. Your continued use of the Website or any materials or services accessible through it, after such posting or notification means you accept the modifications. If you do not agree to these Terms, please do not continue to use our Website. Trader ii reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website (or any part thereof). Trader ii shall not be liable to any user or any other third party for any such modification, suspension or discontinuance except as expressly provided herein.

The term Trader ii Securities Accounting and Software Inc., or “us”, or “we” or “our” or “Trader ii”, refers to the owner(s) of the Website whose registered office is located in Abbotsford, BC, Canada as detailed in the Notices section below. The term ‘you’ or ‘user’ refers to the viewer or users of the Trader ii Website.

1. Terms of Service & Website Access

Trader ii grants you access and use of our Website for the purpose of ordering and receiving the Website services available and authorized for use by Trader ii. You must not sell, reproduce, distribute, modify, display, publicly perform, prepare derivative works based on, repost or otherwise use any content of this Website in any way for any public or commercial purpose without the prior written consent of Trader ii. You must not use any content of this Website on any other website or in any networked computer environment for any purpose except: (i) for your own internal viewing; or (ii) for the limited purpose of reporting to a user’s customer or for the submission of a user’s (or a user’s customer’s) tax documents. You will not attempt to reverse engineer or attempt to interfere with the operation of any part of this Website. By using the Website, you warrant to Trader ii that you will not use the Website, or any of the content obtained from the Website, for any purpose that is unlawful or prohibited by these Terms. Trader ii does not grant you any licence or any other authorization to use any of its trade-marks, registered trade-marks, trade names, service marks, copyrightable material or any other intellectual property. If you violate any of these Terms, your permission to use the Website will be terminated by Trader ii.

In consideration of your use of the Website, you agree to provide true, accurate, current and complete information about yourself as requested in the

registration or sign up forms and to maintain and update this information as may be required from time to time. If you provide any information that is untrue, inaccurate or incomplete, Trader ii has the right to terminate your access to the Website.

You further agree that you will not, or allow a third party to do any of the following:

1. take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure;
2. copy, reproduce, modify, create derivative works from, distribute, or publicly display any content (other than content you have submitted to the Website) from the Website, any software code that is part of the Website, or any services that are offered on the Website without the prior express written permission of Trader ii;
3. interfere or attempt to interfere with the proper operation of the Website or any activities conducted on the Website;
4. bypass any measures we may use to prevent or restrict access to the Website or any subparts of the Website including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Website or the content therein;
5. transmit spam, chain letters, or any other unsolicited communications;
6. attempt to interfere with the Website in any way or compromise the system integrity or security or decipher any transmissions to or from the servers running the Website;
7. upload invalid data, viruses, worms, or any other software agents through or to the Website;
8. collect or harvest any personally identifiable information, including account names, from the Website; or
9. access any content on the Website through any technology or means other than those provided or explicitly authorized by the Website.

You hereby represent, warrant and agree to only grant access to the Trader ii software to your customer or to those expressly authorized to act on behalf of the customer, all in accordance with the terms of this Agreement, and only to allow the customer or those expressly authorized to act on behalf of the customer to: (i) view the software through the Website; (ii) enter data by using the software through the Website; or (iii) purchasing credits.

As a user of the Website, you agree not to use any account, username or password of another user of the Website that you are not authorized to use, and you also agree not to allow others to do so. Your account and username are not transferable and any transfer or attempted transfer to any third party, without the prior written consent of Trader ii, is null and void.

This Agreement and any registration for or subsequent use of any software made available through the Website ("Software") will not be construed as creating or implying any relationship of agency, franchise, partnership or joint venture between you and Trader ii.

Trader ii has the right to take such actions with respect to your use of your account(s), including without limitation, suspension, termination or legal

actions as Trader ii in its sole discretion deems necessary to protect the value, reputation and goodwill of its software.

2. Reservation of Rights and Ownership

Trader ii retains all of its right, title and interest in and to all patent rights, inventions, copyrights, know-how, trade secrets, and any other intellectual property rights relating to the Website. The Trader ii logo and name are trade-marks of Trader ii Securities and Accounting Software Inc., and may be registered in certain jurisdictions. All other product names, company names, marks, logos and symbols on the Website may be the trade-marks of their respective owners. Except as expressly stated above, nothing in this Agreement confers any license under any of Trader ii's or any third party's intellectual property rights, whether by estoppel, implication or otherwise.

3. Account Access & Data

You are entirely responsible:

1. to safeguard and maintain the confidentiality of your password(s), account number(s), login information, and any other security or access information, used by you to access the Softwar
2. to prevent any unauthorized access of the information, files or data that you store or use with the Software;
3. to provide access and assigning passwords to other users under your account, and ensuring that such authorized user(s) comply with this Agreement; and
4. for all electronic communications including registration and other account holder information, email and financial, accounting and other data.

You further agree to authorize Trader ii to assume that any person accessing the Software with your username and password or your Customer account password(s), and the username(s) of any user added by your account manager ("Account Manager"), is you, or is authorized to act for you. You agree to notify us immediately if you suspect or become aware of any loss, theft or unauthorized use of the account or access to your password(s) or that of any user or Account Manager's account password(s).

4. Electronic Communication and Data Storage

Communications from Trader ii to you

Unless you otherwise indicate in writing to Trader ii, we will communicate with you by email or by posting communications on the Website. You consent to receive communications from us electronically and you agree that these electronic communications satisfy any legal requirement that such communications be in writing. You will be considered to have received a communication when Trader ii sends it to the email address you have provided to Trader ii on the Website, or when Trader ii posts such communication on the Website. It is your responsibility to keep your email address updated on

this Website, and you must regularly check this Website for postings. If you fail to respond to an email message from Trader ii regarding a violation, dispute or complaint within five business days, Trader ii has the right to terminate or suspend any further use of your account.

Trader ii may request that you provide feedback, suggestions and ideas about its software and services ("Feedback"). You agree that Trader ii may, in its sole discretion, use your Feedback in any way, including any future modifications of the Website, advertising and promotional materials. You hereby grant Trader ii a perpetual worldwide, fully transferable, irrevocable royalty free license to use, reproduce, modify, create derivative works from, distribute and display the Feedback in any manner and for any purpose.

Communications from you to Trader ii

You acknowledge and agree that Trader ii provides you with email communication, however, Trader ii advises that you should not include sensitive personal information such as credit card numbers, change of address or passwords within your email communication. Trader ii is not liable for any actions that may be taken as a result of any email message you send to Trader ii over the world wide web.

Data Storage

You acknowledge and consent to any form of electronic recording, retention of information or communication by Trader ii or any of its directors, employees, representatives or agents, including data you have input on the Website in connection with these Terms. You also acknowledge and consent to the storing of your data through third party data storage systems (including cloud computing systems). You are solely responsible for creation and backup of your business records. These Terms and any registration for or subsequent use of the Website will not be construed as creating any responsibility on Trader ii's part to store, backup, retain, or grant access to any information or data for any period. Trader ii has implemented commercially reasonable technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. You acknowledge that you provide your personal information, or information about the entity that you represent, entirely at your own risk.

5. Usage Fees

Customers using Trader ii as part of their business may be required to pay a usage fee to Trader ii for creating, hosting, maintaining and providing the Website and for the services delivered by Trader ii that are accessible through the Website.

6. Transaction Fees

Trader ii charges fees on a transactional basis for each account. Transaction

fees may vary for volume of transactions and are subject to change. The current list of transaction fees is listed on the **Pricing** page of our Website. Users will be required to pre-purchase transactions before being able to begin to input their information.

For each transaction you enter into the program through the Website, you will see a transaction credit be deducted from your total available transactions.

Trader ii transaction credits are delivered to and are deemed to have taken place when the number of credits purchased has been deposited into your account. If there is a discrepancy between the number of credits purchased and the number of credits delivered, it is the responsibility of the user to notify Trader ii as soon as possible. After reasonable investigation, Trader ii, at its discretion, will rectify any discrepancy regarding the delivery of credits purchased within reasonable time.

7. Other Fees

Additional fees for payment processing may be charged by Trader ii to cover expenses and charges incurred for payments made from bank transfers, credit card charges, cheques and other payment processors for the purchase of usage and transaction fees.

Trader ii may choose to offer additional payment services and reserves the right to charge additional fees for these services as and when offered on the Website.

8. Restrictions of Use

Transmissions of unlawful, fraudulent, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, offensive or otherwise objectionable material of any kind, or any applicable law, rule or regulation (whether in Canada, the United States or any other country), or the rights of any third party is prohibited. These rights include, but are not limited to, copyrighted material, materials protected by trade-mark, trade secret, patent laws, or any other intellectual property rights, or materials that result in an invasion of privacy. The foregoing are all violations of these Terms, and will result in your access to the Website being terminated.

9. Online Communities

The Website includes a feature that allows you to exchange useful and helpful information with other users of the Website ("User to User Assistance"). Internet access is required to use User to User Assistance. Please respect other users at all times while interaction with User to User Assistance.

You hereby agree not to post content that:

1. may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person;
2. may create a risk of any other loss or damage to any person or property;
3. may constitute or contribute to a crime or tort;

4. contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libellous, threatening, profane, or otherwise objectionable;
5. contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets);
6. contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships;
or
7. contains any information or content that you know is not correct and current.

You agree that any content that you post does not and will not violate third-party rights of any kind, including without limitation any intellectual property rights, rights of publicity or privacy rights.

You hereby agree that Trader ii does not endorse and is not responsible for the accuracy of the content posted in User to User Assistance and Trader ii will not be liable for any damages incurred as a result of the posting or use of such content. You may post hypertext links maintained by third parties. Trader ii has no obligation to monitor these linked websites, and is not responsible for them. Your access to any linked websites is entirely at your own risk. Do not reveal information that you do not want to be made public, such as contact information. Trader ii, its directors, employees, representatives and agents reserve the right to monitor the content of the User to User Assistance feature and reserve the right to remove any content at the sole discretion of Trader ii. Misuse of the User to User Assistance feature may result in your Software access being terminated at the sole discretion of Trader ii, and under no circumstances will Trader ii be liable to a user that has been terminated (for any reason).

10. Loss or Damage of Information

Trader ii will take reasonable steps to ensure the protection from loss, damage or destruction of the services or data stored on your behalf.

11. Confidentiality

Trader ii may disclose information provided through the Website by you to others for the purpose of complying with applicable provincial or federal laws or other legal processes or to respond to government agencies or authorities. Trader ii does not sell or distribute your information.

For further information please see Trader ii's Privacy Policy, which is accessible on the Website.

12. Third Party Content

This Website may contain links to other websites or resources and access and use of certain services offered by third parties. Your access and use of

those websites, resources or services will be governed by the terms and policies of the website or the providers of those websites (the "Provider"). These services are owned and operated by the third-party Providers and their licensors. You acknowledge and agree that Trader ii is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, advertising, or products on or available from such websites or resources. The inclusion of any link on the Trader ii Website does not imply that we endorse the linked website. You use the links and these services at entirely your own risk as they have been provided for convenience only.

You acknowledge and agree that stock price quotes and news releases which are accessed within a trading day may be delayed at least fifteen (15) minutes as may be required by the information providers. You acknowledge and agree that you bear sole responsibility for your own investment research and investment decisions, and that Trader ii shall not under any circumstances be liable for any decision made or action taken by you or others based upon reliance on information or materials obtained through use of this Website. Prior to the execution of a securities trade, you should always consult with your broker or investment advisor to verify securities pricing information.

13. Warranties and Limitation of Liability

You hereby agree and confirm that you are solely responsible for your own content and the consequences of posting or publishing it. In connection with your content, you affirm, represent and warrant, in addition to all other representations and warranties in this Agreement, the following:

1. You are not a computer or other electronic device, you are at least eighteen (18) years of age or a legal entity and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement.
2. You have the written consent of each and every person (including a corporate entity) whose information has been entered by a user through the Website, and that each such person has released you from any liability that may arise in relation to such use.
3. Your content and Trader ii's use thereof as contemplated by this Agreement and the Website will not infringe any rights of any third party, including but not limited to any intellectual property rights, privacy rights and rights of publicity.

Warranty Disclaimer

THE WEBSITE SERVICES PROVIDED BY TRADER II OR OUR THIRD-PARTY SERVICE PROVIDERS ARE PROVIDED "AS IS," AS AVAILABLE, AND WITHOUT ANY WARRANTIES OR CONDITIONS (EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OR TRADE). WE MAKE NO REPRESENTATIONS OR WARRANTIES, OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE QUALITY, IDENTITY OR RELIABILITY OF ANY THIRD PARTY, OR AS TO THE ACCURACY OF THE POSTINGS MADE ON THE WEBSITE

BY ANY THIRD PARTY.

Limitation Of Liability

IN NO EVENT SHALL WE OR OUR THIRD-PARTY SERVICE PROVIDERS BE LIABLE TO YOU OR ANY OTHER USER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITIES OR LOSS OF GOODWILL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT WILL OUR TOTAL AGGREGATE LIABILITY TO YOU FOR ANY ACTION OR CLAIM RELATED TO THE WEBSITE SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE OR ANY OTHER THEORY OF LIABILITY, EXCEED THE GREATER OF: (A) \$100, OR (B) THE AGGREGATE AMOUNT OF SERVICE CHARGES ACTUALLY COLLECTED BY US FROM YOU FOR THE WEBSITE SERVICES TO WHICH THE LIABILITY RELATES DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE DETERMINATION OF SUCH LIABILITY.

14. Termination

Your use or access to the Website may be terminated by Trader ii without prior notice if you fail to comply with any of the terms and conditions of these Terms. Upon such termination, you acknowledge that Trader ii reserves the right to take action, technical, legal or otherwise, to block, nullify or deny your ability to access the Website and may exercise this right in its sole discretion.

You hereby agree to defend, indemnify and hold Trader ii, or any of its directors, employees, representatives or agents, harmless from any and all claims, liabilities, costs and expenses, including all legal fees arising in any way from your use of the service or the placement or transmission of any message, information, software or other materials through the service by you or users of your account or related to any violation of these Terms by you or users of your account.

Additionally, Trader ii reserves the right to delete all account data stored on any of Trader ii's servers if the subscription has been terminated or if you have not renewed a subscription for the Software. Upon termination you must immediately cease using the Software and Trader ii services. Any termination of this Agreement shall not affect Trader ii's rights hereunder. Further, you agree that upon termination of this Agreement, Trader ii shall not be liable to you or any third party for any termination of your access to the Software or deletion of any of your account data. You agree to defend, indemnify and hold Trader ii, or any of its employees, representatives or agents, harmless from any and all claims, liabilities, costs and expenses, including all legal fees arising in any way from your use of Trader ii's services as provided through the Website (or otherwise) or the placement or transmission of any message, information, software or other materials through the service by you or users of your account or related to any violation of these Terms by you or users of your account.

15. Disputes

If a dispute arises between you and Trader ii, our goal is to resolve such dispute quickly and cost-effectively. Accordingly, you and Trader ii agree that we will resolve any claim or controversy at law or equity that arises between us out of this Agreement or the Website (a "Claim") in accordance with this section of the Agreement. Before resorting to these alternatives, you agree to first contact Trader ii directly to seek dispute assistance at claims@traderii.com.

If a Claim cannot be resolved following you contacting Trader ii directly, you agree to use best efforts to resolve the Claim through non-binding mediation in British Columbia pursuant to the British Columbia International Commercial Arbitration Centre and its mediation rules (as amended from time to time). If the Claim is not resolved through non-binding mediation to the satisfaction of Trader ii, all disputes shall be resolved through the courts of British Columbia, Canada. You hereby agree to submit to the exclusive jurisdiction of the courts of British Columbia, Canada. You hereby agree that this Agreement shall be governed in all respects by the laws of the Province of British Columbia without giving effect to any principle that may provide for the application of the law of another jurisdiction. Any cause of action you may have with respect to this Website must be commenced within ninety (90) days after it arises, or the cause of action is barred.

16. Indemnity

You hereby agree to defend, hold harmless and indemnify Trader ii from and against any and all losses, costs, expenses, damages or other liabilities incurred by Trader ii from and against any cost, liability, loss, damage, cause of action, claim, suit, proceeding, demand or action brought by a third party against Trader ii:

1. in connection with your use of the Website services including any payment obligations incurred through use of the Website services; or
2. resulting from: (i) your use of the Website; (ii) your decision to supply credit information via the Website, including personal financial information; (iii) your decision to submit postings and accept offers from other users; (iv) any breach of contract or other claims made by Users with which you conducted business through the Website; (v) your breach of any provision of this Agreement; (vi) any liability arising from the tax treatment of payments or any portion thereof; (vii) any negligent or intentional wrongdoing by any User; (viii) any act or omission of yours with respect to the payment of fees to any Provider; (ix) your dispute of or failure to pay any invoice or any other payment; or (x) your obligations to a Provider.

17. Amendment

Trader ii shall have the right, to change, delete or add to the terms of this Agreement at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of the Software (including but not limited to Internet based services, pricing, technical support options, and other product-related policies) upon notice by any means Trader ii determines at its sole discretion to be reasonable, including posting information

concerning any such change, additions, deletions, discontinuance or conditions of the Software at www.Traderii.com. Any use of the Software by the Licensee after Trader ii's publication of any such changes shall constitute your acceptance of this Agreement as amended.

18. Notices

All notices to Trader ii intended to have a legal effect concerning this Agreement must be in writing and delivered either in person or by a means evidenced by a delivery receipt, to the following address:

Trader ii Securities Accounting and Software Inc.

3529 Dunsmuir Way, Abbotsford, British Columbia

Canada V2S 6G4

Attention: Support Manager

If you wish to report a violation of the Terms, have any questions or need assistance, please contact Trader ii at info@traderii.com. Trader ii will make reasonable efforts to respond to your correspondence in a timely manner.

Such notices to Trader ii are deemed effective upon receipt by Trader ii.

19. General Terms and Conditions

You are responsible for compliance with applicable local laws. Trader ii will not be considered to have modified or waived any of our rights or remedies under this Agreement. No delay or omission by Trader ii in exercising its rights or remedies will impair its rights or be construed as a waiver. Any single or partial exercise of a right or remedy will not preclude further exercise of any other right or remedy. You will not transfer, assign or delegate your rights or obligations (including your account) under this Agreement to anyone without the express written permission of Trader ii, and any attempt to do so will be null and void.

Trader ii may assign this Agreement in its sole discretion. This Agreement, together with any other legal notices and agreements published by Trader ii via the Website, shall constitute the entire agreement between you and Trader ii concerning the Website. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

The Website is controlled and operated from its facilities in the Canada and the United States. Trader ii makes no representations that the Website is appropriate or available for use in other locations. Those who access or use the Website from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable Canadian and local laws and regulations, including but not limited to export, import regulations and embargoes.

Except for the payment of fees to Trader ii, neither of the parties to this Agreement shall be responsible for the failure to perform or any delay in performance of any obligation hereunder due to labour disturbances, accidents, fires, floods, telecommunications or Internet failures, strikes, wars, riots, rebellions, blockades, acts of government, governmental requirements and regulations or restrictions imposed by law or any other similar conditions beyond the reasonable control of such party. The time for performance of such party shall be extended by the period of such delay.

The boldface paragraph headings in this Agreement are included for ease of reference only and have no binding effect. This Agreement and all documents referenced in this Agreement (including the Terms available by hyperlink above) comprise the entire agreement between you and Trader ii with respect to the use of this Website and supersede all prior agreements between the parties regarding the subject matter contained herein as well as any conflicting or inconsistent terms in any Website that link to or are linked from this Website. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. For convenience, this Agreement may be displayed in HTML and/or PDF versions. In the event of any inconsistency between such versions, the PDF version will govern.

In the event that any provision contained in this Agreement is declared invalid, illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement other than those to which it is held invalid or unenforceable shall not be affected and each remaining term of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.