

Terms and Conditions

Overview of Terms of Use

The Terms of Use ("Terms of Use" or "Agreement") as presented herein set forth the legally binding terms and conditions for your use of the website at www.R2Crowd.com (the "Site") owned by Real Crowd Capital Inc. ("R2crowd" "we," "us," and/or "our").

By visiting, browsing or using the Site, you agree to be bound by this Agreement, R2crowd's privacy policy ("Privacy Policy") and any and all other policies, procedures and operating rules that may be published by R2crowd from time to time on the Site, each of which is incorporated by reference and each of which may be updated by R2crowd from time to time without notice to you.

Your use of the Site is governed by the version of this Agreement in effect on the date of use. R2crowd may modify this Agreement at any time and without prior notice.

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE YOU ACCESS OR USE THE SITE. BY ACCESSING OR REGISTERING AT THE SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, PLEASE DO NOT ACCESS OR REGISTER FOR OUR SITE.

You agree to access the information on the Site solely for the purpose of evaluating potential investment opportunities on the Site. Using and accessing the R2crowd Site constitutes your acknowledgement of, and agreement to, the then current Terms of Use and to having reviewed the most current version of the Terms of Use. The terms and conditions of this Agreement are in addition to any other agreements between you and R2crowd, including any customer or account agreements, and any other agreements that govern your use of products, services, content, tools, and information available on the Site. This Agreement does not alter in any way the terms or conditions of any other agreement you may have with R2crowd, or its subsidiaries, affiliates or licensees.

The terms and conditions of this Agreement are in addition to any other agreements between you and R2crowd, including any customer or account agreements, and any other agreements that govern your use of products, services, content, tools, and information available on the Site.

If you do not agree to all the terms and conditions set out herein and/or in the Privacy Policy, you are not eligible to participate in R2crowd's Service or otherwise use this Site. This Agreement applies to all users of this site, including, but not limited to, investors, venture capital and private equity partners, and issuers, who in any way use this site.

R2crowd reserves the right, in its sole discretion, to change, improve and/or correct any information, materials and descriptions on the Site and to suspend and/or deny access to the Site for any reason, without any obligation and without any notice.

The information and materials on the Site may contain typographical errors or inaccuracies. Any dated information is published as of its date only, and R2crowd does not undertake any obligation or responsibility to update or amend any such information.

R2crowd may discontinue or change any product or service described in or offered on the R2crowd Site at any time. R2crowd further reserves the right, in its sole discretion, to block or otherwise discontinue your access and use of the Site at any time and for any reason. You agree that R2crowd and its subsidiaries, affiliates and licensees will not be liable to you or to any third party for any such modification, suspension or discontinuance.

User Qualifications

Investors are only allowed to register and view investment opportunities with R2crowd once they self-certify their qualifications as defined in National Instrument 45-106 – Prospectus and Registration Exemptions or others as applicable.

Additionally, investors are only allowed to register on R2crowd if they represent and warrant that they are of the full age of majority in their jurisdiction, domicile or location of residence, and in any event, at least the full age of eighteen (18) years and authorized to enter into this Agreement.

Eligibility to participate in private placements is contingent upon providing certain other information relating to users' eligibility under securities laws, ID verification, client application and suitability, and certain financial information.

Individuals represent and warrant that all information, including financial information and contact information provided, is and shall remain accurate and truthful and acknowledge that R2crowd shall rely on such representation when determining whether an investment offering may be offered to you, having regard to your jurisdiction of residence and financial condition. You agree to notify R2crowd as such information changes from time to time.

R2crowd can use any information provided by you to determine whether any investment offered on the Site are suitable for you as required or permitted by law. R2crowd, at its discretion and without prior notice, can place restrictions on your ability to access the Site and your ability to make investments on the site, or terminate your ability to do so.

Passwords & Registrations

In order to use the Site, you must supply R2crowd with a valid email address and password. You also agree that you will be the only authorized user of the Site under this Agreement and will be solely responsible for the confidentiality of any user name, password or other alphanumeric code or other device required to access the Site ("Passwords"). You understand that you are solely responsible for all Site activity using these Passwords and agree that use of such Passwords shall constitute an electronic signature and shall be considered the legal equivalent of agreement by your signed written signature.

Should you become aware of any unauthorized use of your Passwords with respect to any activity on the Site, including transactions, you must immediately notify R2crowd via email or otherwise in writing. Upon receipt of such notice, R2crowd will take reasonable steps to stop any activity using these Passwords, but

neither R2crowd, nor any of its respective directors, officers, employees, agents, representatives or affiliates can or will have any responsibility or liability to any person whose claim may arise for any claims with respect to the handling or mishandling of any transaction on the Site resulting from the unauthorized use of these Passwords.

Investment Offerings

Investment offerings available on this Site are only suitable for investors who are eligible. Investors are familiar with and willing to accept the high risk associated with investing in the private markets.

Investments are not freely tradable and, in addition to being considered illiquid, may be subject to restrictions such as holding period requirements. Investing in private placements requires high risk tolerance, low liquidity concerns and long-term commitments. Investors must be comfortable with and able to afford losing their entire investment.

None of the information provided on the Site with respect to investment offerings is intended to provide legal, securities, accounting or tax advice and it should not be relied upon in that respect. You should not act or rely on any information on the Site without seeking the advice of a professional. Investors are solely responsible for conducting any legal, accounting or due diligence review.

Past performance is not a guarantee of future performance. The value of investments and any potential income from them can fluctuate. Furthermore, the investments offered on the Site are not insured by the Canadian Deposit Insurance Corporation ("CDIC") or any other deposit insurer and are not guaranteed by R2crowd. If you have any questions about the investments offered on R2crowd's Site, you are encouraged to consult with your investment advisor or other investment or tax professionals.

Some products and services described in the Site may not be available in all jurisdictions or to all investors. Consequently, the information provided on the Site is not provided to, and may not be used by, any person or entity in any jurisdiction where the provision or use thereof would be contrary to applicable laws, rules or regulations of any governmental authority or where R2crowd is not authorized to provide such information or services.

By accessing the Site and viewing investment offerings, you agree for yourself, your family, partners and all other personal and professional relationships that you will not disclose any information relating to the nature or content of the investment opportunities or investment updates you see. This includes without limitation, information such as:

- business descriptions;
- products;
- plans;
- financial results and statements;
- markets;
- projected activities and results of operations;
- customers;
- materials requirements and sources;
- contracts;

- backlogs;
- means;
- methods and processes of manufacture and assembly;
- management roles and methods;
- customer names;
- requirements and contacts; and
- share ownership and other information not yet disclosed to the public.

The foregoing excludes: information that is in the public domain before the time of disclosure, including information that is currently in your possession; or information acquired from a third party not under an obligation of confidentiality to R2crowd.

In the event that you are legally required to disclose any of the information set out above, you agree to provide R2crowd with prompt and sufficient notice so that it may seek a protective order or other appropriate remedy.

Trademarks & Intellectual Property

R2crowd either owns or has the right to license the intellectual property rights, including copyright, in the information on the Site.

Certain words, phrases, names, designs or logos used on the Site may constitute trademarks, service marks or trade names (collectively, "trademarks") of R2crowd or other entities. The display of any trademarks on the Site does not imply that a license has been granted for any further use. Any unauthorized downloading, retransmission or other copying or modification of trademarks or other contents of the Site may be a violation of statutory or common law rights which could subject the violator to legal action.

Links to Other Websites

This Site may contain links to other websites. These other websites may be provided as references to help you identify and locate other internet resources that may be of interest. These other websites are not operated or controlled by R2crowd. Links to these other websites do not imply that R2crowd has reviewed, or is endorsing, these other websites. R2crowd is in no way acting as a publisher of the material contained on those other sites and does not seek to control the content of, or maintain any editorial control over such sites. R2crowd is not responsible for the accuracy, completeness or legality of information contained in or accessible by such links to other websites.

Further, a link to another site should not be construed to imply that R2crowd is affiliated or associated with, or is legally authorized to use any trademark, trade name, logo or copyrighted symbol that may be reflected in the link or the description of the link to such other sites. The mention of another party or its product or service on the Site should not be construed as an endorsement of that party or its product or service.

General Warranties

Information provided on the Site is believed to be reliable when posted, however R2crowd does not guarantee the quality, accuracy, completeness or timeliness of the information provided. Information contained on the Site may contain typographical errors and information provided may be changed without notice.

Access to this Site is provided on an 'as-is' basis. You should not assume that your use of the Site will be error-free or that the Site will operate without interruption. R2crowd disclaims all warranties, representations and conditions regarding use of the Site or the information provided, including all implied warranties or conditions of merchantability, fitness for a particular purpose, non-infringement, whether express or implied, or arising from a course of dealing, usage or trade practice.

Limitation of Liability

R2crowd is not responsible for any direct, indirect, special, incidental, consequential or any other damages whatsoever and howsoever caused, arising out of or in connection with the use of the Site, any web browser or in reliance on the Information available on the Site or as a result of transmitting confidential information to R2crowd over the Internet or if R2crowd communicates such information to you at your request over the internet, including any loss of use, lost data, lost business profits, business interruption, personal injury, or any other pecuniary loss, whether in an action of contract, negligence or other tortious action, even if R2crowd has been informed of the possibility thereof. You undertake and agree that you will not commence any action against R2crowd by way of class proceedings or similar type of action.

Governing Law and Jurisdiction

The laws of Ontario, Canada shall govern as to the interpretation, validity and effect of this Agreement notwithstanding any conflict of laws provisions or your domicile, residence or physical location. You hereby consent and submit to the non-exclusive jurisdiction of the courts of Ontario, sitting at Toronto, and without regard to the conflicts of laws provision of such courts, in any action or proceeding instituted under or related to this Agreement.

Severability & Waiver

If any provision of this Agreement is determined to be invalid, void or unenforceable by reason of any law, rule, administrative order or judicial decision, of competent jurisdiction, such determination shall not affect the validity of the remaining provisions of this Agreement.

Except as specifically permitted in the Agreement, no provision of this Agreement can be, nor be deemed to be, waived, altered, modified or amended unless agreed to in writing signed by an authorized R2crowd representative.

Contact Us

To find our contact information, please go the Site's Contact Us page.