

## TERMS OF USE

These Terms of Use (“Terms”) govern the use of the website <http://www.svx.ca>. The SVX Site provides information regarding potential investments and allows subscribers or users (“Site” “investor” “you” or “User”) to evaluate, and commit to participate in, certain investment activities. These Terms” are a contract between you and SVX and its affiliated entities (“us”, “we” or “SVX”) with regard to your use of services available by means of this Site (“Services”). The contents of the Site include, without limitation, all information, data, products, materials, Services, software applications and tools, design elements, text, images, photographs, illustrations, audio and video contents, artwork, graphics contained therein or otherwise made available to you in connection therewith (collectively the “Contents”) and, unless the context clearly requires otherwise, or we explicitly say so in writing, the term “Site” includes all of the Contents. By registering on our Site you acknowledge receiving benefits by being able to access this Site and you accept the legally binding Terms set forth below, as well as the terms of our Privacy Policy. We may also ask you to indicate your consent more formally by checking a box or otherwise taking an affirmative action. By using any Service, you acknowledge and accept our Privacy Policy and consent to the collection and use of your data in accordance with the Privacy Policy.

This is a legally binding contract between you and SVX. If you have any questions about its meaning you should consult with an attorney before using the Site.

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.

## SUMMARY OF SERVICE

SVX is an investment platform for impact ventures, funds and investors seeking social and/or environmental impact alongside the potential for financial return. SVX is registered as an exempt market dealer (“EMD”) in Ontario, Quebec, Alberta, Saskatchewan, Manitoba and British Columbia that provides a single access point for capital raising and making investments. No securities regulatory authority has approved or expressed an opinion about the securities offered on the SVX.

## ACCEPTANCE OF TERMS

SVX may, at its sole discretion, modify or replace these Terms of Use by posting the updated terms on the Site. Unless otherwise indicated by SVX, any changes will become effective on a prospective basis from the date of posting. It is your responsibility to check the Terms of Use periodically for changes. Your continued use of the Service following the posting of any changes to the Terms of Use constitutes acceptance of those changes. The Site will notify you by email when there have been changes to the Terms of Use. The Company reserves the right to change,



suspend, or discontinue the Service or any of its features at any time for any reason. The Company may also impose limits on certain features and services or restrict your access to parts or all of the Service without notice or liability.

## REGISTRATION

You may browse the Site without registering, but to review investment opportunities you must register. By registering, you represent and warrant to SVX that you will provide accurate, complete, and updated registration information, and you agree to immediately provide corrected information if any of the submitted information is no longer accurate, complete and current. You further represent and warrant that your use of the Site and the Services does not violate any applicable laws, rules or regulations.

You shall not use as a User ID any name or term that:

- (i) is the name of another person, with the intent to impersonate that person;
- (ii) is subject to any rights of another person, without appropriate authorization; or
- (iii) is offensive, vulgar, or obscene. SVX reserves the right in its sole discretion to refuse registration of or cancel a User ID.

You are solely responsible for activity that occurs on your account and shall be responsible for maintaining the confidentiality of your password for the Site. We will treat anyone who uses your User ID and password as "you" for all purposes, and we will hold you responsible for the activities of the person using your password. You will never allow any other person to use your account, nor will you use the account of any other User. You will immediately notify SVX in writing of any unauthorized use of your account, or other known account related security breach.

## COMMUNICATIONS

You consent to receive from SVX all communications including notices, agreements, legally required disclosures, or other information in connection with the Services electronically. SVX may provide the electronic notices by posting them on the Site and/or emailing you that there has been an update.

You agree that SVX may send communications to you via your mailing address, email, telephone or facsimile number provided by you in your Registration Account. You agree to notify us of any changes in your address or contact details. SVX may also deliver information verbally. Communications shall be deemed delivered to you when sent and not when received. Your use of electronic signatures to sign documents legally binds you in the same manner as if you had manually signed such documents. The use of electronic versions of documents fully satisfies any requirement that such documents be provided to you in writing. If you sign electronically, you represent that you have the ability to access and retain a record of such documents. You agree that you are responsible for understanding these documents and agree to conduct business by electronic means. You are obligated to review the SVX Services periodically for changes and modifications and agree not to contest the admissibility or enforceability of the Site's electronically stored copy of these Terms in any proceeding arising out of these Terms.



Although you consent to electronic delivery, you may elect to deliver communications by other means and such delivery shall not affect your consent. You may revoke consent to electronic delivery of communications and receive a paper version at your election. SVX shall have a reasonable period to effect such a change and SVX may charge you a reasonable fee for sending such paper copies. If you elect to use electronic delivery, you agree and represent that you have a suitable computer with Internet access, an email address and the availability to download, save and/or print communications to retain a record of such communications. You agree that you are solely responsible for maintaining such equipment and services required for online access.

### **USE OF THE SITE & SERVICES**

You assume all risk when using the Site and the Services, and you acknowledge that SVX cannot guarantee and does not promise any specific results from your use of the Site and the Services.

### **SECURITIES OFFERINGS**

SVX is registered as an exempt market dealer in Ontario, Quebec, Alberta, British Columbia, Manitoba and Saskatchewan supports investments under various prospectus exemptions including the accredited investor exemption, the offering memorandum exemption and the crowdfunding exemption. For more information on these exemptions, please refer to the Regulations and Risks.

The investment opportunities posted on this portal have not been reviewed or approved in any way by a securities regulatory authority or regulator. They are risky and may result in the loss of all or most of your investment. You may receive limited ongoing information about an issuer or an investment made through this portal.

### **LEGAL, ACCOUNTING OR TAX ADVICE**

SVX does not provide legal, accounting or tax advice. Any representation or implication to the contrary is expressly disclaimed. You should consult your own legal, accounting and tax professionals.

### **VERSAPAY AGREEMENT**

SVX uses VersaPay as its third party service provider for payment services. By buying securities on SVX you agree to be bound by VersaPay's Privacy Policy and Terms of Service. You hereby consent and authorize VersaPay to share any information and payments instructions you provide with Third Party Service Provider(s) to the minimum extent required to complete your transactions.

### **USER CONDUCT**

You agree not to introduce on any Service any malicious software, viruses, worms, Trojan horses, or other harmful code that are designed or intended to disrupt, damage, limit, or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password, or other information of SVX or any



third party. Further, you agree not to circumvent any security-related feature of any Service, including those designed to limit copying or reproduction of the Content.

Additionally, you shall not:

- (i) take any action that imposes or may impose (as determined by SVX in its sole discretion) an unreasonable or disproportionately large burden or load on SVX's or its third-party providers' infrastructure;
- (ii) interfere or attempt to interfere with the proper working of any Service or any activities conducted on any Service;
- (iii) bypass any measures SVX may use to prevent or restrict access to any Service (or other accounts, computer systems, or networks connected to any Service);
- (iv) run Maillist, Listserv, or any form of auto-responder or "spam" on any Service;
- (v) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of any Service;
- (vi) interfere with any user's right to privacy, engage in conduct that poses or creates a privacy or security risk to any user, or post private information about a third party; or
- (vii) make any untrue statement of a material fact or omit to state a material fact in the connection with the promotion, purchase or sale of any security.

You shall not directly or indirectly:

- (i) decipher, decompile, disassemble, reverse engineer, or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of any Service, except to the limited extent applicable laws specifically prohibit such restriction;
- (ii) modify, translate, or otherwise create derivative works of any part of any Service; or
- (iii) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder. You shall abide by all applicable local, state, national, and international laws and regulations.

Certain sections of our Sites allow users to submit or upload background on a company, questions, documents, or other content for viewing by other users (collectively "User Generated Content"). This may include company profile information or questions posed by prospective investors to active companies.

You are responsible for your use of the SVX Services, for any User Generated Content you provide, and for any consequences thereof, including the use of your User Generated Content by other Users and our third party partners. You understand that your User Generated Content may be syndicated, relied on, distributed, or published by our partners and if you do not have the right to submit User Generated Content for such use, it may subject you to liability. You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any User Generated Content that you submit.



## **DISPARAGEMENT**

You will not disparage SVX, the Site, or any other User.

## **CONTENT**

### **General**

Users shall not post, upload or transmit content that violates any privacy right, publicity right, patent, trademark, contract right, copyright, or other right of any party or other person.

### **Copyright Notifications**

SVX will remove infringing materials in accordance with the Copyright Act if properly notified that Content infringes copyright. If you believe that your work has been copied in a way that constitutes copyright infringement, please notify SVX in writing.

### **User Generated Content and Limitations**

Any User Generated Content including issuer profile information and documentation is the sole responsibility of the person who made such User Generated Content available on our Site. Although we review all materials posted on the platform to ensure they are in accordance with our policies, terms, and applicable securities regulations, under no circumstances will we be liable in any way for any User Generated Content posted to our Site. We cannot and do not warrant or guarantee the truthfulness, integrity, suitability, or quality of that User Generated Content. We have no responsibility for any User Generated Content, including without limitation any errors or omissions therein. We are not liable for any loss or damage of any kind you claim was incurred as a result of the use of any User Generated Content posted, e-mailed, transmitted or otherwise made available on our Site, whether by us, individual users of the Site, or our third party contractors or licensors.

You own User Generated Content you submit, but we may use it. If any User Generated Content is your original work, then you own the copyright in that work. We do not claim any copyrights in original works created and posted by individual visitors to our Site. However, by uploading, posting, transmitting or otherwise making any User Generated Content available on or through this Site, you are granting us and our subsidiaries, affiliates, successors and assigns, a nonexclusive, fully-paid, perpetual, irrevocable, worldwide, and royalty-free license (with the right to sublicense through unlimited levels of sublicensees) to use, copy, modify, distribute, publicly display and perform, publish, transmit, remove, retain, repurpose and commercialize that User Generated Content in any and all media or form of communication whether now existing or hereafter developed, without notification, compensation, or attribution to you, and without your consent, and the right to use the name that you submit in connection with such content, if we choose to do so.

We may disclose and/or remove User Generated Content. We reserve the right at all times to disclose any User Generated Content or information as is necessary to satisfy any law, regulation or governmental request. We also reserve the right, but do not assume the obligation, to remove any User Generated Content, in whole or in part, without notice and for any reason, including,



without limitation, User Generated Content that is objectionable or in breach of these Terms and Conditions, in our sole discretion. In addition, we reserve the right, but do not assume the obligation, to terminate your access to and use of the Site, or to censor, edit or block your transmissions thereto, in our sole discretion.

### **THIRD PARTY SITES**

The Service may permit you to link to other websites or resources on the Internet, and other websites or resources may contain links to the Site. When you access third party websites, you do so at your own risk. Those other websites are not under SVX's control, and you acknowledge that SVX is not liable for the content, functions, accuracy, legality, appropriateness, or any other aspect of those other websites or resources. The inclusion on another website of any link to the Site does not imply endorsement by or affiliation with SVX. You further acknowledge and agree that SVX shall not be liable for any damage related to the use of any content, goods, or services available through any third party website or resource.

### **DISCLAIMER OF WARRANTIES**

The Site and the Services, and all of the content, information, coaching, advice, feedback and materials posted on or provided by or through the Site or the Services are provided on an "as is" and "as available" basis, without warranty of any kind, express or implied, including without limitation, any warranty of accuracy or fitness for a particular purpose. By using the Site and/or the Services, you agree to use your own judgment, caution and common sense in managing all content, information, coaching, advice, feedback and materials offered and you agree that any use you make of such content, information, coaching, advice, feedback or materials is at your own risk. You acknowledge that SVX does not evaluate or guarantee and shall not be responsible for the, information, coaching, advice and/or feedback Services given through the Site or the Services. SVX is not responsible for any damages or losses resulting from your reliance on any of the foregoing content, information, coaching, advice, feedback or materials.

SVX is not responsible for and makes no warranties, express or implied, as to any user or third-party content posted on, through or in connection with the Site or the Services, including, without limitation, any content that is unauthorized or violates these Terms or the additional terms, and such content does not necessarily reflect the opinions or policies of SVX. Under no circumstances shall SVX be responsible for any loss or damage, including, without limitation, personal injury or death, resulting from use of the Site or the Services, from any content posted on the Site or through the Services (whether such content violates these Terms or additional terms or not), from any Services offered through the Site or any from the conduct of any user of the Site or the Services or any user of any linked site (regardless of whether such conduct violates these Terms or any additional terms, or whether such conduct is online or offline).

SVX assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any of your communications on or through the Site. SVX is not responsible for any malfunction or other problem with any telephone network, telephone lines, computer online systems, servers, internet service providers, computer equipment, software, or

failure of any email or players, including, without limitation, any personal injury or property damage. SVX does not guarantee any results (specific or otherwise) from your use of the Site or the Services and SVX makes no representation or warranty that the Site, the Services or the information or services provided thereby will meet your requirements. If you are in any way dissatisfied with the Site or the Services, your sole remedy is to discontinue your use of the Site and/or the Services. SVX disclaims any and all liability of any kind for any unauthorized access to or use of any of your personally identifiable information. By accessing the Site, you agree that SVX shall not be liable for any unauthorized access to or use of any of your personally identifiable information.

### **EXCLUSION OF LIABILITY**

In no event shall SVX, its affiliates, licensors, sponsors, officers, directors, employees, agents or advisors, be liable to you for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever (including without limitation, loss of profits, data, use, good-will, or other intangible losses) resulting from

- (i) errors, mistakes, or inaccuracies of content displayed on the Site or through the Site or the Services,
- (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and/or use of (or your inability to access and use) the Site or the Services, including, without limitation, any damage caused to your computer or software or information stored thereon,
- (iii) any conduct or content of any third party obtained on or through the Site or the Services, including without limitation, any defamatory, offensive or illegal conduct of other users or third parties
- (iv) any unauthorized access to or use of SVX servers and/or any and all personal and/or other information stored therein,
- (v) any interruption or cessation of transmission to or from the Site or through the Site or any of the Services,
- (vi) any bugs, viruses, trojan horses, or the like, which may be transmitted to or through the Site or the Services by any third party,
- (vii) unauthorized access, use or alteration of your transmissions or content,
- (viii) emails or other transmissions or communications made to you through the Site or the Services and/or
- (ix) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of any content or services posted, emailed, transmitted, or otherwise made available via the Site or the Services,

in each case, whether based on warranty, contract, tort (including negligence), or any other legal theory, and whether or not SVX is advised of the possibility of such damages and even if a remedy set forth herein is found to have failed of its essential purpose. Any limitation of liability in these Terms or any other user agreement shall apply to the fullest extent permitted by law in the applicable jurisdiction, but no limitation of liability in any user agreement is intended to limit the rights of any person under federal and state securities law.

### **TERMINATION**



You may terminate your account at any time by contacting SVX at [info@svx.ca](mailto:info@svx.ca). If you terminate your account, you remain obligated to pay all outstanding fees, if any, incurred prior to termination relating to your use of the Services. If you violate any provision of these Terms, your permission from SVX to use the Services will terminate automatically. In addition, SVX may in its sole discretion terminate your user account for the Site or Services or suspend or terminate your access to the Site or Services at any time for any reason or no reason, with or without notice. SVX also reserves the right to modify or discontinue the Services at any time (including by limiting or discontinuing certain features of the Services), temporarily or permanently, without notice to you. We will have no liability whatsoever on account of any change to the Service or any suspension or termination of your access to or use of the Service.

## **JURISDICTION**

These Terms shall be subject to, governed by and construed under the laws of the Province of Ontario in Canada. You hereby consent and waive all objection to the exclusive jurisdiction of the federal and provincial courts located in Toronto, Ontario, and venue therein to resolve any controversy or claim of whatever nature arising out of or relating to use of the Sites and Services. However, we retain the right to bring legal proceedings in any jurisdiction where we believe that infringement of this agreement is taking place or originating.

## **MISCELLANEOUS**

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced, provided that each party can obtain substantially all of the benefits contemplated initially. Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our rights with respect to subsequent breaches.

## **SURVIVAL OF TERMS**

This Agreement shall continue to apply even if you are no longer a User.

## **CONTACT INFORMATION**

If you have any questions about the Terms, this Site, or the Service, please contact us at [info@svx.ca](mailto:info@svx.ca).