



**AEQUITAS INNOVATIONS INC.**

## **TERMS OF USE**

### **General**

These terms and conditions (the “**Terms of Use**”) govern the relationship between you and Aequitas Innovations Inc. and its affiliates and subsidiaries, including Neo Exchange Inc. and Neo Connect Inc. (collectively, “**NEO**”), in respect of your access and use of this website (the “**Site**”) and the information, documents and other content (collectively, the “**information**”) contained on this Site. Your access and use of this Site and to the information constitutes your acceptance of these Terms of Use.

These Terms of Use may be updated or removed with or without prior notice. Please visit this page frequently to ensure that you are aware of the current Terms of Use.

**BY ACCESSING THIS SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THESE TERMS OF USE.** If you do not agree with these Terms of Use, your only remedy is to stop accessing and using this Site.

### **License**

You are granted a non-exclusive, non-transferable, limited license only to use this Site in accordance with these Terms of Use. All rights not expressly granted to you in these Terms of Use are reserved by NEO and, if applicable, its licensors.

You may not modify any information that you use. You may not use the information on this Site or the content on any of NEO’s social media sites for any commercial purposes. Unless otherwise provided in these Terms of Use, you may not use, distribute, transmit, republish, redesign, revise or create derivative works of the information without NEO’s prior written consent.

You may view, download, copy and print copies of the electronic documents posted by NEO on this Site, provided such documents are not modified. These Terms of Use do not grant you any right under any copyright of NEO or any other person who holds copyright in information provided on this Site.

### **Trading and Other Market Information**

All trading and other market data and information, including quotes, on this Site or any of NEO’s social media sites (the “**Market Information**”) is provided by NEO and its third-party service providers for information purposes only. NEO and its third-party service providers do not guarantee the sequence, accuracy or completeness of any Market Information and they are not liable in any way for any delays, inaccuracies or errors in, or in the transmission of, any Market Information.

NEO and its third party service providers: (i) have not passed on the merits of any of the securities referred to on or through this Site, any of NEO’s social media sites or any linked site; (ii) do not endorse any such securities; or (iii) make no recommendations regarding any securities issued by any of the issuers identified on or through or linked to this Site, or the advisability of investing in securities in general.

The Market Information should not be regarded as providing or relied upon as financial, legal, tax, investment or other advice or as a substitute for such advice. You agree not to rely on any Market Information for any trading, commercial or financial purposes. You further agree to seek professional advice in making use of any Market Information, including its use, timeliness and accuracy, as the basis for any investment or other decision or conclusion.

NEO and its third-party service providers are not liable or responsible for any damages, losses or costs arising from your reliance on any Market Information or that you incur as a result of any interruption or termination of Market Information.

### **Cookies**

NEO makes use of cookies (including persistent cookies that may remain on your device after your browser is closed) to provide you with certain functionality and access to certain content and services. These cookies are essential in order to provide you with certain functionality in connection with the symbol watch list and profile elements of the Site.

By using this Site, you consent to NEO's use of cookies as described above and the installation of such cookies on your device. You may withdraw your consent at any time by following the instructions below.

If you do not consent to NEO's use of these cookies, please disable them by following the instructions for your browser or use the automated disabling tool where available. If you disable the cookies, some of the functionality of, and content and services available through, this Site may not function.

The cookies that NEO uses may change after your first visit to this Site. These Terms of Use will always indicate who is placing cookies and for what purpose. You are encouraged to review these Terms of Use to review these specific terms from time to time to stay informed of how NEO uses cookies.

### **Intellectual Property Rights**

This Site and the information are protected by applicable intellectual property laws. Some of the information may be provided by third parties who have rights in relation to the information provided by them, including copyright. All copies and reproductions of information that you make must retain all copyright and other notices that are on this Site or any of NEO's social media sites.

### **Official Document Versions**

Where this Site contains electronic copies of documents, the official copies of such documents for legal or other purposes are the electronic copies posted on this Site unless otherwise indicated.

In the event of any inconsistency between these Terms of Use and the specific terms, conditions and restrictions governing any particular service or access provided through this Site (as set out in the particular agreement for such service or access), the terms of such particular service or access will govern.

### **Trademarks**

The mention or display of any trademark, trade name or service mark on this Site or on any of NEO's social media sites is not intended to and does not convey or create any license or other right to use such names and marks. You are not permitted to use any of the trademarks displayed on this Site or any NEO social media site without the prior written consent of NEO or the third party that owns the trademark.

### **Linking to this Site**

Access to this Site or any of NEO's social media sites may be provided by a hypertext link or other link located at another website or social media site. Although NEO appreciates links from third party websites and social media sites, NEO assumes no responsibility for the content or such sites and does not endorse, authorize, approve, certify, maintain or control these third-party websites and does not guarantee the accuracy, completeness, value or timeliness of the information located at such websites.

Unless you have an agreement with NEO which states otherwise, you may provide a hypertext link to this Site on another website provided that:

1. other than links to NEO social media content (including the NEO Views Blog), the link must be a text-only link clearly and solely marked "NEO Home Page" and must open to a separate browser window without any other logos, links or advertising;
2. other than links to NEO social media content (including the NEO Views Blog), the link must "point" to the URL <https://www.aequitasneo.com> and not to other pages within this Site;
3. the appearance, position and other aspects of the link may not be such as to damage or dilute the goodwill associated with NEO's name and trademarks or in a context that would alter its meaning or create the false appearance that an entity is associated with or sponsored by NEO;
4. the link, when activated, must display this Site full-screen and not within a "frame" on the linked website;
5. no NEO trademarks, logos or other content from this Site can be used on the other website; and
6. NEO reserves the right to revoke its consent to the link at any time in its sole discretion, in which case the user agrees to immediately remove from its website any names, marks, hyperlinks or other mention of NEO or its products and services.

### **Use of Your Communications**

All non-personal communication, comments, ideas, information and materials that you post or transmit to NEO is, and will be treated as, non-confidential and non-proprietary. By transmitting or posting any such communication or material to this Site, to any NEO social media site or to NEO, you grant to NEO an unrestricted and irrevocable license to use, reproduce, display, modify, transmit, distribute, publish, broadcast and post such communication and materials for any purpose; and you irrevocably waive all moral rights you may have therein. NEO will not release your name or otherwise publicize that you submitted ideas, information or materials to NEO unless: (i) you grant NEO permission to do

so; (ii) NEO first notifies you that the information or materials you submitted will be published or otherwise used with your name; or (iii) unless NEO is required to do so by law or regulation.

### **Advertising and Links**

NEO makes no representations or warranties about any other website that you may access through this Site. Linked sites are provided only as a convenience and when another website is accessed, unless otherwise noted, it is independent from NEO and NEO has no control or supervision over the content on that other website. In addition, a link to such a website does not imply that NEO recommends, warrants, monitors, endorses, sponsors or accepts any responsibility for the linked website, or its content, or any goods or services offered on that linked website. Access to and use of any linked website is entirely at your own risk and may result in exposure to unacceptable personal information privacy practices, the presentation of offensive material, inaccurate information, or viruses, worms, Trojan horses and other items of a destructive nature.

### **Third Party Information**

NEO does not monitor content posted by third parties and has no responsibility for removing or editing any such content. However, NEO may, at any time, without notice and at its sole discretion, remove any post, block any access to this Site and NEO's social media sites, or take any other appropriate action against any person who engages in personal attacks, is offensive to other users or otherwise engages in unacceptable or inappropriate use of this Site or such social media sites.

### **Use of Internet**

This Site depends on the Internet, including networks, cablings, facilities and equipment that is not in NEO's control. NEO cannot guarantee any minimum level regarding access performance, speeds, reliability, availability, use or consistency of this Site.

The Internet is not a secure medium and privacy of communications transmitted over the Internet cannot be guaranteed. Internet communications are vulnerable to interception and forging. NEO does not ensure the privacy and authenticity of any information you send to NEO, or that NEO sends to you, over the Internet. NEO will not be liable for any damages you may suffer resulting from your use or request for information over the Internet. NEO assumes no liability for any damages you may suffer as a result of loss, interception, alteration or misuse of information you provide to NEO or any information transmitted over the Internet.

### **Disclaimers**

Your access and use of this Site is at your own risk. NEO reserves the right to restrict, suspend or terminate this Site or access to this Site without prior notice and without liability to you or any other person.

NEO does not assume any liability or responsibility to you or any other person for access or use of this Site or the consequences of any errors, omissions or disruptions.

NEO will revise the content, display or functionality of this Site as it deems necessary and, consequently, content may be changed, removed or updated without prior notice. Disruptions to this Site may occur as a consequence of the need to revise content, display or functionality, or for other

related or unrelated reasons. Although it is NEO's goal to minimize disruptions to this Site, it does not guarantee that this Site will be available at all times.

This Site contains information concerning NEO and its products and services. All information is for informational and educational purposes only. All information is provided "as is". NEO does not warrant, guarantee or make any representations of any kind, whether express or implied, including without limitation, implied warranties of merchantability or fitness for a particular purpose or non-infringement of third party rights and as such assumes no liability for any loss resulting from the access or use of this Site or any of the information.

### **No Damages**

In no event is NEO liable to you or any other person for any damages (whether direct, indirect, incidental, consequential, special, punitive, exemplary or other damages), arising out of or in any way connected with your access or use, or inability to access or use, this Site, any of NEO's social media sites or any information or Market Information contained on or made available through this Site or such social media sites. These limitations and exclusions apply to the fullest extent permitted by applicable laws and in all actions of any kind.

### **Indemnification**

You agree to indemnify and hold harmless NEO (and its third-party service providers and their respective officers, directors, shareholders, employees, representatives and agents) from any and all claims, damages, losses, liabilities, costs and expenses (including legal fees) arising from your access and use of the Site, the Market Information and the information and your breach of any of these Terms of Use.

### **Waiver**

No waiver of any provision of these Terms of Use by NEO is deemed to be or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver.

### **Severability**

If any provision of these Terms of Use is found by a competent authority to be invalid, illegal or unenforceable, whether in whole or in part, such provision shall be severed from these Terms of Use and the remaining provisions of these Terms of Use shall continue in full force and effect.

### **Governing Law**

All agreements and understandings regarding this subject matter are governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to the conflicts of laws principles thereof. You irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom

### **Contact**

If you have any questions regarding these Terms of Use, please contact NEO at [Legal@neostockexchange.com](mailto:Legal@neostockexchange.com).