

LEGAL NOTICES

WEB SITE TERMS AND CONDITIONS OF SERVICE

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If, at any time, you do not wish to accept the TERMS, you may not use the site. Any terms or conditions proposed by you that are in addition to or which conflict with the TERMS are expressly rejected by Simmlands and shall be of no force or effect.

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3. Restrictions on Use. You may not use the Service for any illegal purpose or in any manner inconsistent with the TERMS. You agree to use the Service solely for the use and benefit of your own organization, and not for resale or other transfer to, or use by or for the benefit of, any other person or entity. You agree not to use, transfer, distribute or dispose of any information contained in the Service in any manner that could compete with the business of Simmlands. You acknowledge that the Service has been developed, compiled, prepared, revised, selected and arranged by Simmlands and others (including certain other information sources) through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money and constitutes valuable intellectual property and trade secrets of Simmlands and such others. You agree to protect the proprietary rights of Simmlands and all others having rights in the Service during and after the term of this agreement and to comply with all reasonable written requests made by Simmlands or its suppliers of content, equipment or otherwise ("Suppliers") to protect their and others' contractual, statutory and common law rights in the Service. You agree to notify Simmlands in writing promptly upon becoming aware of any unauthorized access or use of the Service by any party or of any claim that the Service infringes upon any copyright, trademark or other contractual, statutory or common law rights.

4. No Professional Advice. The Site is not intended to, and does not, provide specific insurance, financial, legal or other professional advice for any individual or business entity, and should not be relied

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8. Linking And Framing. (1) By linking to this Web site, you represent that you have read and agree to be bound by the TERMS. (2) Upon linking to this site pursuant to the Terms, you will be granted a non-exclusive, non-transferable, royalty-free license to use the "Simmlands" name solely for providing an underlined, textual link from your Web site to Simmlands.com, and for no other use; (3) You may include

a link(s) on your Web site only to the Simmlands.com home page, currently located at <http://www.simmlands.com> ("Home Page") provided that you first send to Simmlands via email to legal@simmlands.com (a) your name or the name of the technical contact responsible for the link(s); (b) the name of your company; (c) the email address and telephone number for you or the technical contact responsible for the link(s); and (d) the Web site address(es) where the link(s) to the Home Page will appear; (4) Without specific, written consent by Simmlands, you specifically may not link to an internal or subsidiary page of this Web site that is located one or several levels down from the Home Page ("deep link"), or bring up or present content of this Web site within another Web site ("frame").

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13. Representations and Warranties. You represent, warrant and covenant that you: (i) have the power and authority to enter into this agreement; (ii) are at least eighteen (18) years old; (iii) shall not use any rights granted hereunder for any unlawful purpose; and (iv) shall use the Service only as set forth in these TERMS.

Where user is a broker or sub-broker ("Broker"), Broker also agrees to: (a) provide true, accurate, current and complete information about yourself and/or your company as prompted by any page(s) on the Site; and (b) maintain and promptly update such information to ensure that it remains true, accurate, current and complete. Specifically, and without limiting the generality of the foregoing, where Broker has submitted an Information or Supplementary Information Form to Simmlands, Broker represents and warrants that the information contained in that form remains complete, current and accurate. If Broker provides any information that is untrue, inaccurate, not current or incomplete, Simmlands has the right to suspend or terminate Broker's account and/or refuse any and all current or future use of the Site (or any portion thereof). It is understood and agreed that Simmlands will be under no obligation to confirm the actual identity or authority of any user of the Site, or any portion thereof.

14. No Harmful Use. You represent and warrant that information or material that you introduce into the Site electronically through your use of the Site is not harmful to others and does not infringe the rights of any person or entity. Without limiting the generality of the foregoing, you agree that you will not: interfere with or disrupt the Site or computer networks connected thereto; impersonate any other person or entity or make any misrepresentations generally, and specifically with respect to your identity or the purpose of your use of the Site; upload, post, or transmit any material or information to the Site which contains a computer virus or other material which is intended to, or which has the effect of, in any

manner disrupting or interfering with the functioning of the Site or other computers or networks linking to the Site; upload, post, or transmit any message, information or images that are unlawful, harmful, defamatory, vulgar, obscene or otherwise tortious; or, violate any law or regulation related to internet use, generally, or interfere with any other Site user's ability to use the Site or any of the services provided on the Site.

15. Indemnification. You agree, at your own expense, to indemnify, defend and hold harmless Simmlands and its employees, representatives, Suppliers and agents, against any claim, suit, action or other proceeding, to the extent based on or arising in connection with your use of the Service, or any links on the Service, including, but not limited to: (i) your use or someone using your computer's use of the Service; (ii) a violation of the TERMS by you or anyone using your computer; (iii) a claim that any use of the Service by you or someone using your computer infringes any IP Right (as herein defined) of any third party, or any right of personality or publicity, is libelous or defamatory, or otherwise results in injury or damage to any third party; (iv) any deletions, additions, insertions or alterations to, or any unauthorized use of, the Service by you or someone using your computer; or (v) any misrepresentation or breach of representation, warranty or covenant made by you contained herein. You agree to pay any and all costs, damages and expenses (including reasonable attorneys' fees) and costs awarded against or incurred by or in connection with or arising from any such claim, suit, action or proceeding.

16. Termination. Either you or Simmlands may terminate this agreement with or without cause at any time and effective immediately. You may terminate by discontinuing use of the Service and destroying all materials obtained from the Service. This agreement will terminate immediately without notice from Simmlands if Simmlands determines, in its sole discretion that you have failed to comply with any provision of these TERMS. Upon termination by you or upon notice of termination by Simmlands, you must promptly destroy all materials obtained from the Service and any copies thereof. Sections 2, 3, 10, 11, 12, 15, 16 and 17 shall survive any termination of this agreement.

17. Governing Law. These TERMS shall be governed and construed in accordance with the laws of the Canada and the Province of Ontario, without giving effect to conflicts-of law principles thereof. You agree to submit to the personal jurisdiction of the provincial and federal courts located in the City of Toronto with respect to any legal proceedings arising out of this agreement and waive any objection to the propriety or convenience of venue in such courts.

18. Access Outside Canada. This website is available only in those jurisdictions where permitted by law. If you choose to access the Service from outside Canada, you are responsible for compliance with foreign and local laws. Software from the Service may be subject to Canadian export controls that prohibit downloading, exportation or re-exportation into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, Sudan, or any other country to which Canada has embargoed goods. By using the Service, you represent and warrant that you are not located in, controlled by or a national or resident of any such country.

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