

## Terms of Use

These Terms of Use (the “**Terms**”), together with the other documents referenced and linked below (collectively, the “**Agreement**”), describe your rights and responsibilities as a user (“**User**”) of the [bigboardalerts.com](http://bigboardalerts.com) (“**Site**”) and related services (the “**Services**”) offered by BIG BOARD ALERTS, its subsidiaries and affiliates (collectively, “**BIG BOARD ALERTS**”) through the Site. In this Agreement, the terms “we”, “our” and “us” refer to BIG BOARD ALERTS and the terms “you” and “your” refers to a User.

**YOUR USE OF THE SERVICES, INCLUDING THROUGH A VISIT TO THE SITE, CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT. THEREFORE, PLEASE TAKE THE TIME TO REVIEW THE TERMS CAREFULLY.**

**IF YOU DO NOT AGREE WITH SOME OR ALL OF THESE TERMS, DO NOT ACCESS OR USE THE SITE.**

### **1. Use and Accuracy of Information**

By using this Site, you represent and warrant that you are of the age of majority in the jurisdiction of your residence. The Site is provided for general information only. Although BIG BOARD ALERTS uses reasonable commercial efforts to ensure that the information contained on the Site is accurate, BIG BOARD ALERTS does not warrant or make any representation regarding the accuracy or completeness of any information or data provided on the Site.

### **2. No Offer or Solicitation**

The Site does not constitute an offer to sell or a solicitation of an offer to buy any security that may be referenced on or through the Site. Nor does this Site constitute an offering or recommendation by BIG BOARD ALERTS of any security, investment management service, or advisory service. In this regard, you understand that BIG BOARD ALERTS is not registered as an investment adviser, broker-dealer or other financial or securities professional with any financial or securities regulatory authority. BIG BOARD ALERTS does not provide investment advice, tax advice, or legal advice through this website, and you agree that this Site will not be used by you for such purposes. To the extent that anything on the Site may be regarded as investment advice or the recommendation of a particular security of BIG BOARD ALERTS, such information is impersonal and is not tailored to the needs of any specific person. You understand that an investment in any security is subject to a number of risks, and that discussions of any security published on the Site will not contain a list or description of relevant risk factors. BIG BOARD ALERTS does not represent that the securities, products, or services discussed on or accessible through, this Site are suitable for any particular investor. You acknowledge that your requests for information are unsolicited, and the provision of any information through this Site shall not constitute or be considered investment advice, or an offer to sell, or a solicitation of an offer to buy any security.

All content on the Site is presented only as of the date published or indicated, and may be superseded by subsequent market or material events or for other reasons. In addition, you are responsible for setting the cache settings on your browser to ensure you are receiving the most recent data and information concerning BIG BOARD ALERTS.

### **3. Other Terms**

You understand and acknowledge that your use of the Site and Services is also governed by the BIG BOARD ALERTS Privacy Policy, which you have read and understand, and to which you agree. You consent to the collection, use and disclosure of your personal information by us and/or third parties in accordance with the terms of and for the purposes set forth in our Privacy Policy. In addition, you also agree that your use of the Site and Services will also be subject to such other policies and procedures as may be conveyed to you by us from time to time, including via the Site or the Services.

### **4. Ownership**

These Terms provide only a limited license to access and use the Site. Accordingly, BIG BOARD ALERTS does not transfer any ownership or intellectual property interest or title in and to the Site to you or anyone else in connection with your use of the Site. All text, graphics, user interfaces, visual interfaces, photographs, sounds, artwork, computer code (including html code), programs, software, products, information, and documentation, as well as the design, structure, selection, coordination, expression, “look and feel,” and arrangement of any content contained on or available through the Site (collectively, the “Materials”), are exclusively owned, controlled, or licensed by BIG BOARD ALERTS. Names, logos, marks, and icons identifying BIG BOARD ALERTS and its products, or services are owned exclusively by BIG BOARD ALERTS, and any use of such marks without the prior express written permission of BIG BOARD ALERTS is hereby expressly prohibited. Other trademarks or service marks identified on or through the Site may be the trademarks or service marks of third parties. No part of the Services will be construed as granting any license or right to use any trademarks (whether by implication or otherwise), including our trademarks, except with our express written permission or such other party that may be the owner thereof. The Materials may be protected under copyright, trademark and other laws of Canada and other countries, and BIG BOARD ALERTS owns all copyright in the selection, co-ordination, arrangement and enhancement of the Materials. Any use of any of the Materials (whether in whole or in part) is strictly prohibited, except only and to the limited extent expressly permitted above.

### **5. Submissions**

For any content that you submit on the Site or through any social media platform, you grant BIG BOARD ALERTS a, perpetual, irrevocable, royalty-free, transferable right and license to use, copy, modify, delete in its entirety, adapt, publish, translate, create derivative works from and/or sell and/or distribute such content and/or incorporate such content into any form, medium or technology throughout the world without compensation to you.

By submitting content to the Site or through social media, you represent and warrant that you are the sole author and owner of the intellectual property rights in the content and that you waive all moral rights in such content. You must not submit, publish or otherwise disseminate to BIG BOARD ALERTS or through the Site (or a social media platform) anything which: (a) defames, libels or invades the privacy of any person; (b) is obscene, pornographic, abusive or threatening; (c) infringes on any intellectual property or other rights of any person or entity; (d) has contaminating or destructive properties (i.e. software viruses); (e) violates any law; (f) advocates or describes any illegal activity; or (g) advertises or solicits funds for goods or services. We will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting any such information or materials. We may enforce our rights to the fullest extent of the law should you breach any of these terms and conditions.

## **6. Links**

The Site may contain links to other websites. These links are provided solely as a convenience to you and the inclusion of any link does not imply endorsement, investigation or verification by BIG BOARD ALERTS of the linked website or information contained therein. Your use of such sites and your dealings with the owners or operators thereof are at your own risk.

## **7. Errors and Inaccuracies; Corrections**

The Site may contain typographical errors or inaccuracies and may not be complete or current. We therefore reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior or any notice to you.

The Site, the Materials and the Services are provided “as is”, “where is”, “as available”, without representations or warranties of any kind by BIG BOARD ALERTS. TO THE FULL EXTENT PERMITTED BY LAW, BIG BOARD ALERTS AND ALL DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS OF BIG BOARD ALERTS DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS WITH RESPECT TO THE SITE, THE SERVICES, AND THE MATERIALS WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, OR ARISING BY COURSE OF DEALING OR USAGE OF TRADE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE OR USE. Without limiting the foregoing, we do not represent or warrant that the Site, the Services or the Materials are accurate, complete, reliable, useful, timely or current or that the Site will operate without interruption or error. We assume no responsibility, and are not liable for, any damages to your computer equipment, data or other property on account of your access to, use of, or browsing on the Site, or inability to do any of the foregoing.

## **8. Limitation of Liability**

Your use of the Site, the Services and Materials is undertaken at your own risk. Under no circumstances will BIG BOARD ALERTS or any directors, officers, employees, agents,

contractors and suppliers of BIG BOARD ALERTS, be liable for any direct, incidental, consequential, indirect, or punitive damages arising out of your access to or use of the Site, the Services and the Materials, your reliance on the Site, the Services, and the Materials, or any consequences flowing therefrom. BIG BOARD ALERTS is not responsible for late, lost, incomplete, illegible, misdirected or stolen messages, unavailable network connections, failed, incomplete, garbled or delayed computer transmissions, online failures, hardware, software or other technical malfunctions or disturbances or any other communications failures or circumstances affecting, disrupting or corrupting communications. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND (WHETHER GENERAL, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, INCOME OR PROFITS OR FAILURE TO REALIZE ANTICIPATED BENEFITS), WHETHER BASED IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

If you are dissatisfied with the Site, the Services or the Materials or with this Agreement, your sole and exclusive remedy is to discontinue using the Site, the Services, or the Materials, as applicable.

## **9. Indemnification**

You agree to indemnify and save harmless BIG BOARD ALERTS and all directors, officers, employees, agents, contractors and suppliers of BIG BOARD ALERTS (in this section, "we" and "us") from and against any claim, cause of action, demand, cost, loss, expense or liability (including without limitation reasonable professional fees) brought against or suffered or incurred by us as a result of your use of the Site, the Services or the Materials or your breach of this Agreement. When we are threatened with suit or sued by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a material breach of this Agreement. In addition, in the event we are made a party to any claim, suit or action relating to or arising from any services offered by us that is: (a) initiated by you, which is unsuccessful; or (b) initiated by a third party, who is suing you; you will reimburse us at a reasonable rate for all personnel time and expenses expended by us in response to such claim, suit or action including without limitation, all attorney fees and expenses incurred by us with respect to such response. This defence and indemnification obligation will survive termination of this Agreement and your cessation of use of the Site and the Services.

## **10. Governing Law and Courts**

This Agreement and your use of the Site will be governed by and interpreted exclusively in accordance with the laws of the Province of British Columbia, and the federal laws of Canada applicable in British Columbia, excluding its conflict of laws rules and all private international laws. You further agree that despite being available from a variety of jurisdictions, the Site will be deemed solely based in the Province of British Columbia, Canada; and that the Site will be deemed to be passive in nature and not giving rise to personal jurisdiction over BIG BOARD

ALERTS in jurisdictions other than the Province of British Columbia. You consent and submit to the exclusive jurisdiction of the Courts located in the Province of British Columbia in all disputes arising out of or relating to your use of or inability to use the Site and this Agreement. However, you agree that nothing herein precludes BIG BOARD ALERTS's application for injunctive remedies or other urgent legal relief in any jurisdiction.

## **11. Severability; Waiver**

The terms of this Agreement are severable. If any provision of this Agreement is determined to be unenforceable or invalid, then such provision will be enforced to the fullest extent permitted by applicable law, and such determination will not affect the validity and enforceability of any other remaining provisions. No consent or waiver by either party to or of any breach or default by the other party in its performance of its obligations under this Agreement will be deemed or construed to be a consent to or waiver of a continuing breach or default or any other breach or default of those or any other obligations of that party. No consent or waiver will be effective unless in writing and signed by both parties.

## **13. Entire Agreement**

This Agreement, together with those documents incorporated or referred to herein, constitute the entire agreement between you and us relating to your use of the Site, the Services, and the Materials, and supersedes any prior understandings or agreements (whether electronic, oral or written) regarding the subject matter, and cannot be amended or modified except by our express and explicit agreement to modify this Agreement in writing, or by us making such amendments or modifications available to you pursuant to a modification of this Agreement as permitted herein. In the event of a conflict between the provisions of the Terms and the provisions of any other document or agreement incorporated or referenced herein, these Terms will govern to the extent of the inconsistency. We reserve the right to unilaterally update or modify (each, a "change") this Agreement at any time and from time to time. We will notify you of any changes to this Agreement by posting notice of such changes on the Site. You agree that we have this right, and that your continued use of the Site following notice of such change means that you agree to and accept the amendments.

## **CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS**

The Site, or links to documents on the Site, may contain certain "forward-looking statements." Such forward-looking statements are sometimes identified by words such as "intends," "anticipates," "believes," "expects" and "hopes" and may include, without limitation, statements regarding Blender Bite's plan of business operations, potential contractual arrangements, receipt of working capital, anticipated revenues and related expenditures and involve a number of risks and uncertainties that could cause actual results to differ materially from projected results. Such factors include, among others, the willingness and ability of third parties to honour their contractual obligations, the decisions of third parties over which BIG BOARD ALERTS has no control, commodity prices, environmental and government regulations, availability of financing, judicial proceedings, force majeure events, and other such risk factors. Many of these factors are beyond BIG BOARD ALERTS' ability to control or predict. Investors are cautioned

not to put undue reliance on forward-looking statements. Except as otherwise required by applicable securities statutes or regulations, Blender disclaims any intent or obligation to update publicly these forward-looking statements, whether as a result of new information, future events or otherwise.