

Last updated: July 31, 2017

Introduction

Welcome to the Operations Ally website, located at www.operations-ally.com and www.app.operations-ally.com (this “Site”). This Site is owned and operated by Operations Ally (“OA”). Please read these terms of use carefully before accessing any part of this Site.

Your access to this Site, including the materials and information accessible on and from this Site, constitutes your agreement with and acknowledgment of these terms of use (“Terms of Use”) including the **Privacy Policy**, as may be amended from time to time by OA without notice. If you do not agree with these Terms of Use, do not access or otherwise use this Site.

License and Site Access

OA grants you a limited license to access and make use of this Site. This license does not include the right for you to modify, resell, or make derivative works of any information on this Site. No portion of this Site may be reproduced, duplicated or copied without the express written consent of OA. You may not utilize any framing techniques to enclose any information, graphics, or trademarks located on this Site without OA’s express written consent.

If you use this Site, and choose to license access to certain data or services offered on this Site under a separate agreement, you shall be responsible for maintaining the confidentiality of your account and your password. You shall also be responsible for restricting access to your computer. You agree to accept full responsibility for all activities that occur under your account or password.

OA does not sell any services to children. If you are under 18 years of age, you may use this Site only upon consent and with guidance of a parent or guardian. OA reserves the right to refuse service, terminate accounts, or cancel orders placed on this Site in its sole discretion.

No Warranties or Representations

This Site is intended to be for general reference and informational purposes only and it may contain inaccurate, incomplete or out-of-date information. Your use of this Site is at your own risk and OA does not warrant or make any representations of any kind with respect to the materials or information contained on this Site. OA makes no warranty that the Site will meet your requirements or be available in an uninterrupted, timely secure or error-free basis. Your sole and exclusive remedy for issues relating to the use of, or the materials or information provided by, this Site shall be to discontinue accessing this Site and to discontinue use of the information or material obtained through this Site.

The information provided through this Site may help you analyze your business. It is based on information and assumptions provided by you regarding your goals, your options, expectations and/or financial situation. The calculations provided do not infer that OA assumes any fiduciary duties. The calculations provided should not be construed as financial, investment, legal or tax advice. In addition, such information should not be relied upon as the only source of information. This information is supplied from sources OA believes to be reliable but OA cannot guarantee its accuracy.

THIS SITE AND ALL CONTENT, MATERIALS, INFORMATION, DATA, SOFTWARE, PRODUCTS AND SERVICES PROVIDED ON THE SITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. OA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

ANY CONTENT, MATERIALS, INFORMATION, DATA, OR PRODUCT OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK. OA SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY CONTENT, MATERIALS, INFORMATION, DATA, SOFTWARE OR PRODUCTS.

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, YOU HEREBY WAIVE, DISCLAIM AND RELEASE OA, ITS PARENT COMPANY, ANY SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS, FROM ALL CLAIMS OF ANY KIND (SPECIFICALLY INCLUDING ANY AND ALL CLAIMS FOR ACTUAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, ATTORNEYS’ FEES AND COSTS, OR CLAIMS FOR INTEREST, EVEN IF OA IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RELATED TO, IN CONNECTION WITH OR ARISING FROM, DIRECTLY OR INDIRECTLY, YOUR ACCESS TO (OR INABILITY TO ACCESS) THIS SITE OR THE USE OF ANY MATERIAL OR INFORMATION CONTAINED ON OR ACCESSED THROUGH THIS SITE.

The information contained at the Site may include technical inaccuracies or typographical errors. OA from time to time amends, changes, adds, deletes, updates or alters the information contained at this Site, including information regarding the products and services described at the Site, without notice. OA assumes no liability for any errors or omissions in the information contained at the Site and expressly disclaims any responsibility to update the information contained at the Site.

Laws and Regulations

Access to and use of this Site is subject to all applicable federal, state and local laws and regulations. Unauthorized use of this system is prohibited and violators can be prosecuted under federal and state laws.

Privacy Policy Statements

OA recognizes and respects the privacy of users of this Site. Any information that OA may collect from you during your use of this Site is subject to OA's **Privacy Policy** (the "Privacy Policy").

In addition, this Site may contain links to other sites and/or information provided by third parties and OA is not responsible for the privacy practices or content of any site not owned or operated by OA.

Forward-Looking Statements

This Site may include forward-looking statements and information, which reflect the current view of OA with respect to future events and financial performance of certain assets. Forward-looking statements generally can be identified by the use of forward-looking terminology such as "may", "will", "expect", "intend", "anticipate", "plan", "foresee", "believe" or "continue" or the negatives of such terms or variations of them or similar terminology. Any such forward-looking statements are based on OA's current expectations, estimates, projections and assumptions made in light of its experience and its perception of historical trends. Any such forward-looking statements are subject to risks and uncertainties and actual results could differ materially from historical trends or current expectations.

The forward-looking statements and information contained on this Site represents OA's views as at the date thereof and are subject to change after such date. OA disclaims any intention or obligation to update or review any forward-looking statements, whether as a result of new information, future events or otherwise, other than as required by law, rule or regulation. You should not place undue reliance on forward-looking statements.

No Tax, Investment or Legal Advice

The information presented on this Site is not intended to offer specific tax, investment or legal advice of any kind. This material and information is not intended to replace the services of a trained tax, investment and/or legal professional, or to provide tax, investment and/or legal advice, or to be a substitute for investment, tax, and/or legal advice.

YOU ARE EXPRESSLY ADVISED TO CONSULT WITH YOUR OWN TAX, INVESTMENT AND/OR LEGAL PROFESSIONALS OR ADVISORS BEFORE MAKING ANY DECISIONS. BY USING THIS SITE, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU ARE NOT RELYING ON ANY INFORMATION OR MATERIAL PRESENTED ON THIS SITE TO MAKE ANY INVESTMENT DECISION.

Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL WE OR OUR SPONSORS BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS, PERSONAL INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, THAT RESULT FROM (A) THE USE OF, OR THE INABILITY TO USE, THE SITE OR CONTENT, MATERIALS OR FUNCTIONS ON THE SITE OR ANY HYPERLINKED WEBSITE, OR (B) THE CONDUCT OR ACTIONS, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SITE OR ANY OTHER PERSON OR ENTITY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, SITE-RELATED SERVICES, AND/OR HYPERLINKED WEBSITES IS TO STOP USING THE SITE AND/OR THOSE SERVICES AND/OR THE HYPERLINKED WEBSITES.

YOU FURTHER ACKNOWLEDGE AND AGREE THAT NEITHER WE, OUR SPONSORS, AND/OR OUR LICENSORS AND LICENSEES, NOR ANY OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS AND SUPPLIERS ARE RESPONSIBLE OR LIABLE FOR (A) ANY INCOMPATIBILITY BETWEEN THE SITE AND ANY WEBSITE, SERVICE, SOFTWARE OR HARDWARE OR (B) ANY DELAYS OR FAILURES YOU MAY EXPERIENCE WITH ANY TRANSMISSIONS OR TRANSACTIONS RELATING TO THE SITE IN AN ACCURATE OR TIMELY MANNER.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION AND ELSEWHERE IN THESE TERMS AND CONDITIONS APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR THE EXCLUSION, LIMITATION, OR DISCLAIMER OF LIABILITY FOR THE CERTAIN PROVISIONS SET FORTH IN THESE TERMS AND CONDITIONS, SO SUCH EXCLUSIONS, LIMITATIONS OR DISCLAIMERS MAY NOT APPLY TO YOU.

Additional disclaimers

By submitting a decision to Company, you acknowledge and agree that the Site and the information provided to users of the Site are for informational purposes only. It is not a substitute for professional medical advice, examination, diagnosis or treatment (for both physical and mental health issues). Always seek the advice of your physician or other qualified health professional before starting any new treatment or making any changes to existing treatment. Do not delay seeking or disregard medical advice based on the content on this Site. It is also not a substitute for professional legal advice. Always seek the advice of a qualified attorney licensed in the appropriate jurisdiction before taking any course of action that may affect your legal rights. It is also not a substitute for professional business and/or financial advice. Always seek the advice of a certified public accountant, certified financial advisor or other applicable professional business or financial advisor in the appropriate jurisdiction before taking any action in connection with a business or financial matter. Company shall not be responsible or liable for

- (a) any response you receive or do not receive;
- (b) the accuracy, usefulness or availability of any decision making content;
- (c) any trading or investment decisions based on such information.

Links to Other Sites

OA may provide links to other sites maintained by third parties. OA has not reviewed or endorsed these linked sites, and you hereby acknowledge and agree that OA shall not be responsible for the content, products or services offered on, or through, such sites. To the greatest extent possible, you are responsible for compliance with all local laws regarding material or information obtained from this Site or any of the linked sites. If you decide to access or use any of the third party sites linked to this Site, you do so entirely at your own risk.

Intellectual Property

The information contained at the Site, including but not limited to text and images herein (other than certain information licensed from third parties) and their arrangement, are copyrighted by the OA. All rights reserved.

The Site and its logo are trademarks of the OA. All other trademarks are property of OA unless otherwise designated or clearly implied herein as belonging to third parties. Nothing contained at the Site shall be construed as granting by implication, estoppel, or otherwise any license or right under any patent, trademark, copyright (except as expressly stated above) or proprietary rights of OA or of any third party. You are authorized by OA to copy, transmit or display any information registered or owned by OA on any page of the Site solely for your personal, non-commercial use, provided that any such copy, transmission or display includes any copyright, trademark or service mark attribution as it appears on such page. The information and materials contained at this Site may not otherwise be copied, transmitted, displayed, distributed, downloaded, licensed, modified, published, posted, reproduced, used, sold, transmitted, used to

create a derivative work or otherwise used for commercial or public purposes without prior written consent from OA.

The Site, including this page, may contain other proprietary notices and copyright information, the terms of which must be observed and followed. Certain images and information at the Site are the copyrights or trademarks of third parties and any use is subject to the Terms of Use of such third parties.

Network and System Security Violations

Network and system security violations are prohibited by OA, and OA reserves the right to pursue criminal and/or civil charges and/or work in conjunction with legal authorities in relation to any such violation. Examples of such violations include, but are not limited to, the following:

- Unauthorized access of the Site, networks, data, servers, databases, etc.
- Any attempt to test, probe, or scan any of OA's system or network (or use the OA's network or systems for the purposes of such tests) in order to ascertain vulnerability, or any attempt to breach security or authentication measures without authorization.
- Unauthorized monitoring of traffic or data on any network or system without authorization from the owner of such network or system.
- Any attempt to interfere or disrupt any service or network by using the following, but not limited to, methods: flooding, mail-bombing, denial of service attacks, or any other deliberate attempts to overload a system.
- The forging of any TCP-IP packet headers or any part of the header information in newsgroup posting or emails.
- Any usage or attempted usage of services for which you are not authorized to use.

Governing Law

Any claims relating to, in connection with or arising from any use or access of this Site shall be governed by the laws of the Province of Ontario, without reference to any choice of law provisions, except as relating to copyright and trademark matters which shall be governed by the laws of Canada and any applicable international treaties and/or conventions.

OA makes no representation that the material and information on this Site is appropriate or available for use in locations other than Canada, and access to them from territories where such material and information is illegal is prohibited. Those who choose to access this Site from such locations do so on their own initiative and are responsible for compliance with applicable local laws.

Updates and Revisions to these Terms of Use

OA reserves the right at any time to modify or discontinue, temporarily or permanently, this Site (or any part thereof) with or without notice to you. You agree that OA shall not be liable to

you or to any third party for any modification, suspension or discontinuance of this Site. In addition, OA may update and/or revise these Terms of Use at any time, and from time to time, with or without notice to you, and you agree to be bound by such updates, modifications and/or revisions. Updates and revisions will be incorporated from time to time into these Terms of Use, and you are responsible and agree to review these Terms of Use from time to time to ensure compliance if you continue to use this Site after such Terms of Use have been updated.

Severability

If any one or more of the terms or provisions of these Terms of Use is deemed unlawful, void or for any reason unenforceable by any court in any jurisdiction, then any such term(s) or provision(s) shall be deemed severable from the remaining terms or provisions in such jurisdiction and will not affect the validity and enforceability of such remaining terms or provisions.

Termination of Use

You agree that OA may, in its sole discretion, terminate your access to this Site at any time.

Reporting Terms of Use Violations

It is your responsibility to immediately take action to prevent any known or suspected Terms of Use violations and immediately report the violation to OA. Should OA become aware of any violation as solely determined by OA, OA reserves the right to block access to any content, suspend or terminate any affected service, block access to the Site or take action deemed appropriate by OA. OA will attempt to provide you with notice if OA deems it necessary to suspend or terminate a service or block access to the Site, but OA reserves the right to suspend or terminate a service or block access to the Site immediately and without notice to you if OA, at its sole discretion, determines that the violation is harming OA's service, visitors, network, customers, or users. OA will not be liable for any damages of any nature that may result from a violation of this Terms of Use, and you hereby agree to indemnify OA against any and all damages that may arise from a violation of this Terms of Use by you or other users and visitors.

Complaints or reports of a violation of this Terms of Use must be sent to complaints@operations-ally.com.