

**KEIRETSU FORUM CANADA
STARTUP VISA PROGRAM
TERMS OF USE**

Keiretsu Forum Canada (“Keiretsu”, “we”, “us” and terms of similar meaning) provides this web site (this site and any software provided by Keiretsu for use with the site, the “Site”), to you subject to these terms of use (these “Terms”). In these terms we describe users of the Site as “Users”.

Please read these Terms carefully before using the Site. By accessing, using or browsing the Site you agree to be legally bound by these Terms and all terms, policies and guidelines incorporated by reference in these Terms. If you do not agree with these Terms in their entirety, you may not use the Site.

1. Privacy Policy

Please refer to Keiretsu’s privacy policy, available upon request (the “Privacy Policy”) for information on how Keiretsu collects, uses and discloses personally identifiable information from Users of the Site. By using the Site, you agree to our use, collection and disclosure of personally identifiable information in accordance with the Privacy Policy.

2. User Account Set-Up and Security

Users can browse the Site without registering for an account. In order to request an expert review of eligibility for the Keiretsu Startup Visa program, Users must create a User account (“User Account”). Upon registering a User Account, you agree to (a) provide accurate, current and complete information as may be prompted by any application forms (“Application Data”); (b) maintain the security of your password; and (c) accept all risks of unauthorized access to the Application Data and any other information you provide to the Site.

Your provision of Application Data and any submissions you make to the Site through any functionality such as applications, chat rooms, e-mail, and other such functions constitutes your consent to all actions we take with respect to such information consistent with our Privacy Policy.

To ensure reliability and to protect your Application Data, we use high grade hosting services and security technologies that we believe will provide you with a secure and safe environment. However, no system is perfectly secure or reliable. The internet is an inherently insecure medium, and the reliability of hosting services, internet intermediaries, your internet service provider, and other service providers cannot be assured. When you use the Site, you accept these risks and the responsibility for choosing to use a technology that cannot guarantee complete security and reliability.

3. Fees; Charges; Taxes

At present we do not charge any fees or other charges for the use of the Site. However, you will be required to accept the terms of the Keiretsu Forum Services Agreement prior to being accepted into the Keiretsu Forum Startup Visa Program. Fees may apply as described in the Keiretsu Forum Services Agreement.

4. Ownership, Copyright and Trademarks

In these Terms, the content on the Site, including all information, data, logos, marks, designs, graphics, pictures, sound files, other files, and their selection and arrangement, is called “Content”.

The Site, all Content and all software available on the Site or used to create and operate the Site is the property of Keiretsu or its licensors, and is protected by Canadian and international copyright laws, and all rights to the Site, such Content and such software are expressly reserved. All trademarks, registered trademarks, product names and company names or logos mentioned in the Site are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by Keiretsu.

You may only use the Site and our services for the purposes expressly permitted on the Site. In particular, you may not use the Site or our services or your access to our technology or any of our intellectual property rights, whether for yourself or for any other person, to research, develop or create, or to facilitate any of the foregoing by itself or any other person, any service or technology or product that competes with the Site or our services or any other service provided through our technology, or that is similar thereto.

5. Our Limited License of Content to You

Keiretsu grants you a limited, revocable, non-exclusive, non-sublicensable license to access the Site and to view, copy and print the portions of the Content available to you on the Site. Such license is subject to these Terms, and specifically conditioned upon the following: (i) you may only view, copy and print such portions of the Content for your own personal non-commercial use; (ii) you may not modify or otherwise make derivative works of the Site or the Content, or reproduce, distribute or display the Site or any Content (except for page caching) except as expressly permitted in these Terms; (iii) you may not remove or modify any copyright, trademark, or other proprietary notices that have been placed in the Content; (iv) you may not use any data mining, robots or similar data gathering or extraction methods; (v) you may not provide information or act in a manner that is false, inaccurate, misleading (directly or by omission or failure to update information), defamatory, abusive, obscene, profane, offensive, threatening, harassing, hateful or illegal; and (vi) you may not use the Site or the Content other than for its intended purpose.

Except as expressly permitted above, any use of any portion of the Content without the prior written permission of its owner is strictly prohibited and will terminate the license granted in this Section, this Agreement and your use of the Site. Any such unauthorized use may also violate applicable laws, including without limitation copyright and trademark laws. Unless explicitly stated herein, nothing in these Terms may be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. The license in this Section is revocable by Keiretsu at any time.

You represent and warrant that your use of the Site and the Content will be consistent with this license and will not infringe or violate the rights of any other party or breach any contract or legal duty to any other parties, or violate any applicable law.

To request permission for uses of Content not included in this license, you may contact Keiretsu at the address set out at the bottom of these Terms.

6. Advertisements, Promotions and Links to Other Sites

The Site may contain links to third-party Web sites (“Third-Party Sites”) and third-party content (“Third-Party Content”) as a service to those interested in this information. You use links to Third-Party Sites and any Third-Party Content or the services provided by such third parties (“Third Party Services”) at your own risk. Keiretsu does not monitor or have any control over, and makes no claim or representation regarding, Third-Party Content, Third-Party Sites or Third Party Services. Keiretsu provides these links only as a convenience, and a link to a Third-Party Site or Third-Party Content does not imply Keiretsu endorsement, adoption or sponsorship of, or affiliation with, such Third-Party Site, Third-Party Content or Third Party

Service. Keiretsu accepts no responsibility for reviewing changes or updates to, or the quality, content, policies, nature or reliability of, Third-Party Content, Third-Party Sites, Third Party Services, or Web sites linking to the Site. When you leave the Site, our terms and policies no longer govern. You should review applicable terms and policies, including, without limitation, privacy and data gathering practices, of any Third-Party Site, and you should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

The Site may contain third party software and/or open source software, which may be subject to third party licenses and require notices and/or additional terms and conditions (“Third Party Licenses”). These Third Party Licenses are made a part of and incorporated into these Terms. By accepting these Terms, you are also accepting the Third Party Licenses, if any, set forth therein. To view the Third Party Licenses, please contact info@keiretsuforum.ca.

7. Warranty Disclaimer

THE SITE, THE CONTENT AND THE SERVICES PROVIDED BY THE SITE ARE PROVIDED TO YOU ON AN “AS IS” BASIS WITHOUT WARRANTIES FROM KEIRETSU OF ANY KIND, EITHER EXPRESS OR IMPLIED. OFS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. KEIRETSU DOES NOT REPRESENT OR WARRANT THAT CONTENT IS ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION AS TO THE ACCURACY OR PROPRIETARY CHARACTER OF THE SITE, THE CONTENT OR ANY PORTION THEREOF.

WHILE KEIRETSU ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE SITE SAFE, KEIRETSU DOES NOT REPRESENT OR WARRANT THAT THE SITE OR ANY CONTENT ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

8. Limitation of Liability; Indemnity

You waive and shall not assert any claims or allegations of any nature whatsoever against Keiretsu, its affiliates or subsidiaries, their contractors, vendors or other partners, any of their successors or assigns, or any of their respective officers, directors, agents or employees (collectively, the “Released Parties”) arising out of or in any way relating to your use of the Site, User Account, or the Content, including, without limitation, any claims or allegations relating to the alleged infringement of proprietary rights, alleged inaccuracy of Content, or allegations that any Released Party has or should indemnify, defend or hold harmless you or any third party from any claim or allegation arising from your use or other exploitation of the Services. **You use the Site, User Account and Content at your own risk.**

Without limitation of the foregoing, neither Keiretsu nor any other Released Party shall be liable for any direct, special, indirect or consequential damages, or any other damages of any kind, including but not limited to loss of use, loss of profits or loss of data, whether in an action in contract, tort (including but not limited to negligence) or otherwise, arising out of or in any way connected with the use of the Site, User Account or the Content, including without limitation any damages caused by or resulting from your reliance on the Site or other information obtained from Keiretsu or any other Released Party or accessible via the Site or that result from mistakes, errors, omissions, interruptions, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from acts of god, communications

failure, theft, destruction or unauthorized access to Keiretsu, any User, or any other Released Party's records, programs or services.

In no event shall the aggregate liability of Keiretsu, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, arising out of or relating to the use of the Site, User Account or the Content exceed any amount paid by you for access to the Site during the three months prior to the date of any claim, if any.

You shall defend, indemnify and hold harmless Keiretsu and the other Released Parties from any loss, damages, liabilities, costs, expenses, claims and proceedings arising out of your use of the Site and User Account and from (a) the use of the Site by any person to whom you give access to your User Account; or (b) your violation of the rights of any third party.

9. Communications

Notices that we give you (other than notice of amendment of these Terms, which is discussed in the introduction of these Terms) may be provided in any of the following ways. First, we may email you at the contact information you provide when requesting support through the Site. Second, we may post the notice elsewhere on the Site. When we post notices on the Site, we post them in the area of the Site suitable to the notice. It is your responsibility to periodically review the Site for notices.

10. Applicable Law and Venue

The Site is controlled by Keiretsu and operated by it from its offices in Toronto, Ontario. You and Keiretsu both benefit from establishing a predictable legal environment in regard to the Site. Therefore, you and Keiretsu explicitly agree that all disputes, claims or other matters arising from or relating to your use of the Site will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.

Except where prohibited by applicable law, any claim, dispute or controversy (whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future) arising out of or relating to (a) these Terms; (b) the Site or Content; (c) oral or written statements, advertisements or promotions relating to these Terms or to the Site; or (d) the relationships that result from these Terms, the Site or Content (collectively, a "Claim") will be referred to and determined by a sole arbitrator (to the exclusion of the courts). Except where prohibited by applicable law, you waive any right you may have to commence or participate in any class action against Keiretsu related to any Claim and, where applicable, you also agree to opt out of any class proceedings against Keiretsu. If you have a Claim, you should give written notice to arbitrate at the address specified below. If we have a Claim, we will give you notice to arbitrate at your address or contact information we have on file (if any). Arbitration will be conducted by one arbitrator pursuant to the commercial arbitration laws and rules in effect on the date of the notice in the Province of Ontario.

To the extent arbitration as described in the immediately preceding paragraph is prohibited by applicable law, you agree that all Claims will be heard and resolved in a court of competent jurisdiction located in Toronto, Ontario. You consent to the personal jurisdiction of such courts over you, stipulate to the fairness and convenience of proceeding in such courts, and covenant not to assert any objection to proceeding in such courts.

If you choose to access the Site from locations other than Ontario, you will be responsible for compliance with all local laws of such other jurisdiction and you agree to indemnify Keiretsu and the other Released Parties for your failure to comply with any such laws.

11. Termination/Modification of License and Site Offerings

Notwithstanding any provision of these Terms, Keiretsu reserves the right, in its sole discretion, without any notice or liability to you, to (a) terminate your license to use the Site, or any portion thereof; (b) block or prevent your future access to and use of all or any portion of the Site or Content; (c) change, suspend or discontinue any aspect of the Site or Content; and (d) impose limits on the Site or Content.

Keiretsu reserves the right to change or modify any of the terms and conditions contained in these Terms, or any license, policy or guideline of the Site, at any time and in its sole discretion. If we do so, we will post a conspicuous notice on the Site. If you do not agree with the changes, please do not use the Site. Unless otherwise specified, any changes or modifications will be effective immediately upon posting of the revisions on the Site, and your continued use of the Site after such time will constitute your acceptance of such changes or modifications. You should from time to time review the Terms and any policies, documents and licenses (as applicable) incorporated in them to understand the terms and conditions that apply to your use of the Site. The Terms will always show the 'last updated' date at the top. If you have any questions about the Terms, please email us at the contact address below.

12. Termination of Agreement

Keiretsu may terminate these Terms and your use of the Site at any time. If these Terms expire or terminate for any reason, Sections 4 (Ownership, Copyright and Trademarks), 7 (Warranty Disclaimer), 8 (Limitation of Liability; Indemnity), 9 (Communications), 10 (Applicable Law and Venue), 12 (Termination of Agreement) and 13 (Miscellaneous), and any representation or warranty you make in these Terms, shall also survive indefinitely.

13. Miscellaneous

If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. Keiretsu may assign any or all of its rights hereunder to any party without your consent. You are not permitted to assign any of your rights or obligations hereunder without the prior written consent of Keiretsu, and any such attempted assignment will be void and unenforceable. These Terms constitute the entire agreement between you and Keiretsu regarding your use of the Site, and supercede all prior or contemporaneous communications whether electronic, oral or written between you and Keiretsu regarding your use of the Site. The parties confirm that it is their wish that these Terms, as well as any other documents relating to these Terms, including notices, have been and shall be drawn up in the English language only. Les parties reconnaissent avoir convenue que la présente convention ainsi que tous documents, avis et procédures judiciaires qui pourront être exécutés, donnés ou intentées à la suite des présentes ou ayant un rapport, direct ou indirect, avec la présente convention soient rédigée en anglais.

14. Questions and Comments

If you have any questions regarding these Terms or your use of the Site, please contact us here:

www.keiretsuforum.ca
info@keiretsuforum.ca