

**KoreConX Inc. (“KoreConX”)
GENERAL TERMS AND CONDITIONS**

Updated as of October 01, 2020

PLEASE READ CAREFULLY.

BY CREATING A USER ACCOUNT, LOGGING INTO, ACCESSING OR USING KORECONX PROPRIETARY WEBSITE, KORECONX INTERNET-BASED PLATFORM AND RELATED SERVICES, WHETHER FREE OR UPON PAYMENT OF RELEVANT FEES (collectively, the "System", as further defined below), YOU ACKNOWLEDGE AND AGREE TO COMPLY WITH THESE TERMS AND CONDITIONS AND KORECONX'S PRIVACY POLICY AND ANY OTHER ADDITIONAL TERMS AND CONDITIONS SPECIFIC TO THE SERVICES (collectively, the "Agreement"). THIS AGREEMENT WILL APPLY TO EACH USER (“YOU”), WHETHER YOU ARE ACCESSING THE SYSTEM THROUGH THE MAIN DOMAIN(S), MOBILE APPLICATION(S), OR THROUGH PRIVATE-LABEL SUBDOMAIN(S), ON BEHALF OF YOUR COMPANY OR AS AN INDIVIDUAL USER, WITH RESPECT TO YOUR USE AND/OR ACCESS TO THE SYSTEM AND/OR DATA (AS SUCH TERMS ARE DEFINED BELOW).

IF YOU DO NOT AGREE TO THIS AGREEMENT, DO NOT ACCESS OR USE OUR SYSTEM. :

- 1. MODIFICATIONS:** This Agreement may change from time to time and you accept responsibility to check for any such changes, which will be available on the System. Your use and/or access of the System and/or Data after such notice will constitute your agreement to the amended Agreement. Notwithstanding the fact that you may be employed with or contracted to a company or other entity, you confirm by checking “I accept the terms in the Terms and Conditions” that you are personally bound by this Agreement.
- 2. DEFINITIONS:** The following terms shall have the following meanings in this Agreement:
 - (a) “Account Information” means the user account and private password information provided to you for use in connection with access to and use of the System and the Data, and shall include any supplementary or substitute password issued by KoreConX to you or on your behalf.
 - (b) “Company” means, as applicable, the entity or organization on whose behalf you are accessing the System.
 - (c) “Data” means and shall include, without limitation, Company’s records, documents, (including without limitation scanned and/or digitized documents) communications, data, text, statements, comments, correspondence, requests, responses, discussions, images, files, records, evidence of any sort, and any other materials that are, or are able to be perceived, downloaded, uploaded, authored, created, published, modified, edited, distributed or deleted via the System, regardless of computing device or software used, whether or not they include personal information according to applicable laws, and whether or not with respect to or originating from you, or Company, or your employer or entity to which you are contracted, or otherwise.
 - (d) “System” also includes the proprietary and confidential KoreConX corporate system and application provider solution providing access to the KoreConX platform, services and software and/or other software applications in order to permit a User authorized access via the Internet to the System and to access, process, use and deal with the Data, subject to any restrictions imposed on a User by Company. The “System” also includes KoreConX’s proprietary Single-Sign-On-Service, which offers you the possibility, after a one-off registration on the System, to log into third party partner systems without having to create a new account, provide account opening information or go through the same registration process every time.
 - (e) “User” means any individual, person or entity (including any parents, subsidiaries or affiliates, as well as their heirs, executors, administrators, trustees and authorized assignees) authorized to access or use the System, including but not limited to you, conditional on your accepting this Agreement and conducting yourself in accordance with the terms and conditions contained herein.

3. REGISTRATION AND USER ACCOUNT: For the use of the Single-Sign-On-Service or other functionalities of the System, including, but not limited to, to access the KoreConX Platform, you must register and create a User account. Registration as a User is only allowed if you are at least the age of majority in the jurisdiction in which you reside. You can set up only one (1) User account. You must provide correct and complete information in order to register for the Single-Sign-On-Service. The Account Information is intended solely for personal use by you and therefore always to be kept secret and safe.

You are responsible for maintaining the confidentiality of any of your Account Information. You are also responsible for any password misuse or any unauthorized access. We are not liable for any harm caused or related to the theft or misappropriation of your user name or password, disclosure of your user name and password, or your authorization of anyone else to use your user name or password. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security.

4. ACCESS TO THE SYSTEM: You are granted a limited, personal, revocable and non-exclusive license and permission to access the System, and to access the Data subject to the provisions of this Agreement. Access to the System is a privilege and not a right and the license and permission granted by KoreConX may be terminated at any time without notice by KoreConX in its sole discretion with no liability to you whatsoever. Any use of the System not expressly permitted in this Agreement or otherwise by KoreConX is prohibited and will be unlawful.

5. MONITORING AND PRIVACY:

(a) KORECONX HAS A RIGHT TO AND DOES MONITOR USE OF THE SYSTEM IN ORDER TO CARRY OUT ITS BUSINESS ACTIVITIES, ANALYZE USER ACTIVITY AND ENSURE COMPLIANCE WITH THIS AGREEMENT, ITS AGREEMENT WITH COMPANY, AND ANY OTHER APPLICABLE POLICIES AND PROCEDURES AND APPLICABLE LAWS, AS WELL AS TO MAINTAIN ADEQUATE SECURITY, DETECT AND PREVENT BREACHES OF SECURITY, IMPROPER OPERATION OF THE SYSTEM, INTRUSIONS OR MALICIOUS SOFTWARE, AND TO ANALYZE AND UNDERSTAND PATTERNS OF USE IN ORDER TO IMPROVE OPERATION OF THE SYSTEM. MONITORING MAY INCLUDE READING OF COMMUNICATIONS AND ACTIVITIES, REVIEW OF UPLOADING ACTIVITIES AND REVIEW OF ALL AVAILABLE LOGS AND RECORDS OF ALL USER ACTIVITIES RELATED TO USE OF THE SYSTEM. INFORMATION OBTAINED IN SUCH ACTIVITIES MAY BE USED FOR RESPONDING TO INQUIRIES, PROCESSING ORDERS, KEEPING YOU INFORMED ABOUT YOUR ORDER STATUS, FOR STATISTICAL PURPOSES, FOR IMPROVING OUR SITE AND ITS PERFORMANCE, FOR DEVELOPING BETTER PRODUCTS AND SERVICES AND OTHER PURPOSES RELATED TO OUR BUSINESS AND ENSURING COMPLIANCE WITH THIS AGREEMENT. ALL SUCH INFORMATION OBTAINED WILL BE SUBJECT TO KORECONX'S PRIVACY POLICY (AS AMENDED FROM TIME TO TIME).

(b) You warrant and represent that you will not use the System to upload, send or receive personal information about any individual, including any personal information of another User, other than as permitted by applicable privacy laws and that you will adhere to all the terms and conditions of this Agreement.

6. ACCEPTABLE USE: You agree and undertake to always conduct yourself in a reasonable, courteous and professional manner in accessing and/or using the System, having regard to the focused and limited commercial purposes of the System and the purposes for access thereto being granted to you. Without restricting the generality of the foregoing, you expressly agree as follows with respect to your use of the System:

- (a) You will comply with all requirements, rules and regulations published or stated by KoreConX from time to time with respect to the System;
- (b) You will promptly respond to requests from KoreConX for further information or verifications;
- (c) You will comply with and observe all international, federal, provincial, state and local laws and regulations and other laws of applicable governmental authorities relating to your access to and/or use of the System;
- (d) You will not engage in any direct or indirect activity which in KoreConX's opinion is likely to or is designed to interfere, or may interfere, with the proper operation of the System, or is likely to or is

designed to expose, or may expose, KoreConX to prosecution or to legal action of any kind and in any jurisdiction by any third party and/or User;

- (e) You will not upload or transmit in any manner any material that constitutes, comprises or contains, in whole or in part, obscene, violent, pornographic, adult, illegal, unlawful, tortious, offensive, racist, sexist, humiliating (or tending to hold or holding to ridicule), or discriminatory material or content, or that constitutes hate literature, or that unlawfully discriminates against or contributes to unlawful discrimination against any individual or person, or that advocates and/or threatens terrorism or violence;
- (f) You will not slander, libel or defame the character of any person or individual, whether directly or indirectly, nor contribute to or republish or distribute such defamation;
- (g) You will not infringe the intellectual property rights or industrial property rights of any User, third party, or of KoreConX;
- (h) You will not disclose your Account Information to anyone other than authorized individuals within your organization or KoreConX and you will not permit any individual to log in as you, or impersonate you;
- (i) You will not transmit or send bulk unsolicited commercial email or "spam" to any User or to anyone via the System or in connection with the System;
- (j) You will not engage in hacking, cracking, or any other kind of malicious conduct with respect to the System or the Data;
- (k) You will not knowingly, recklessly or carelessly transmit, send or upload any virus, Trojan horse, spyware, malware or other malicious or harmful software or code and you will take commercially reasonable steps, including the use of regularly updated anti-virus and anti-spyware software and similar technological measures to avoid doing any of the foregoing;
- (l) You will not decompile, reverse engineer or disassemble the System or any software on or related to the System, and you will not attempt to do any of the foregoing, nor will you counsel, authorize or assist any other person or individual to do so;
- (m) You will not attempt to learn or discover the Account Information of any other individual or User, whether by technological means, trickery, fraud, deception or otherwise; and
- (n) You will not tamper with or wrongfully intercept, or attempt to tamper with or wrongfully intercept, the communications, email or messages of any other User, nor will you use any technique or technology to disguise the source of an email, communication or message or to "spoof" or otherwise make any email, communication or message appear to originate from any source other than you, or your organization or Internet Service Provider.

7. SUGGESTIONS: Subject to the Privacy Policy, if you send to KoreConX either directly or through the System any information, ideas, inventions, concepts, techniques, improvements or know-how ("Suggestions"), with respect to the System, you acknowledge that KoreConX can use the Suggestions without acknowledgement or compensation to you, and you hereby waive any claim of ownership or compensation or other rights you may have in relation to the Suggestions.

8. ORDERS: To enhance your use of the System, KoreConX offers you the option to place orders for certain additional services, such additional services may be subject to additional terms and conditions. KoreConX accepts the following methods of payment on the website: PayPal, Interac Online, ACH, EFT, Stable Coin, Visa and MasterCard. Any payments made by any credit card are subject to the approval of the financial institution that has issued the credit card.

9. THIRD PARTIES, SERVICES, CONTENT AND WEBSITE

- (a) The System includes Third Party Service providers that are not affiliated with KoreConX ("Third Party Services"). Third Party Services may include services that include but not limited to identity verification, anti-money laundering, investor verification, background check, company verification, OFAC, due diligence report, 409a report, 820 report, rating report, research report, and Point of Sale (POS) systems, The Third Party Services may be available through the System or a mobile application.
- (b) The System includes content supplied by companies that are not affiliated with KoreConX ("Third Party Content"). Third Party Content may include prospectuses, fact sheets and other information about investments; general news and commentary; interactive tools; and data concerning the financial markets. Third Party Content providers include SCN, Security Token Academy, InvestorIntel, Equities.com, Fintech.TV, and other Third Party providers that KoreConX will be adding from time to time. Third Party Content may be available through framed areas, through hyperlinks to third party websites, or by simply publishing it on the System. Third Party Content is generally protected by copyright and is owned or licensed by the applicable Third Party Content provider.
- (c) KoreConX has not been involved in the preparation, adoption or editing of Third Party Content and does not explicitly or implicitly endorse or approve such content. Neither KoreConX nor the Third Party Content providers guarantee the accuracy, timeliness, completeness or usefulness of the Third Party Content, nor are such parties responsible or liable for any such content. Third Party Content is provided for informational purposes only and KoreConX and the Third Party Content providers specifically disclaim any responsibility for Third Party Content. You use Third Party Content only at your own risk. Links provided on the System to mutual fund prospectuses may resolve to the fund's summary prospectus, if available, or alternatively to the fund's full prospectus.
- (d) THE THIRD PARTY CONTENT IS PROVIDED ON AN "AS-IS" BASIS. THE THIRD PARTY CONTENT PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.
- (e) The System may also provide links to other websites or pages that are independently operated by third parties. Such third party websites are not under our control, management or supervision and we or our agents are not responsible or liable to you or any third party in any way for the content of any of these websites. Their inclusion does not constitute any warranties, approvals or endorsements of any sorts of these websites by us. All statements and/or opinions expressed in any third party websites are solely the opinions and the responsibility of the person or entity providing those materials.

You acknowledge that the use of third party websites may be subject to terms and conditions contained in these websites and you agree to assume sole responsibility and risks for your use of these websites.

10. REPRESENTATIONS AND WARRANTIES: In addition to, and not in substitution for any warranties or representations contained in this Agreement or any other agreement between you and KoreConX, you represent and warrant to KoreConX as follows:

- (a) You have full legal capacity to enter into this Agreement and by doing so you will not be in breach of any agreement with, nor in breach of any legal duty to any third party or other User;
- (b) Any and all Data and other materials transmitted or uploaded by you will comply with this Agreement;
- (c) Any and all Data, materials or messages transmitted or uploaded by you will not infringe the intellectual property or industrial property rights of any third party or User, including without limitation copyrights, moral rights, trade-marks and patent rights, nor will such Data, materials or messages constitute wrongful disclosure or misappropriation of personal information, confidential information, proprietary information or trade secrets of any third party or User; and

- (d) You will comply in all respects with the provisions of this Agreement, including without limitation the provisions set forth herein regarding Acceptable Use.

11. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS:

- (a) KoreConX and/or its licensors are and shall remain the owner of the System. You do not own the System.
- (b) You acknowledge and agree that the System is proprietary, unique and valuable to KoreConX, and that the infrastructure platform, portal, arrangement, architecture, workflows, selection, design, improvements, modifications and enhancements related to the System and its features are protected by Canadian and international intellectual property rights, industrial property rights and treaties, including without limitation, copyright, trade-marks and other proprietary rights.
- (c) KoreConX acknowledges and agrees that the Company or you, as the case may be, will remain the owner of the Data. Subject to the Privacy Policy, KoreConX will be collecting and using certain Data, insights, profiles, use history, trends or other information resulting or learned from KoreConX's analysis of the Data ("Reports"). You acknowledge and agree that KoreConX shall own such Reports.

12. DISCLAIMERS AND LIMITATIONS: BY ACCEPTING OR ENTERING INTO THIS AGREEMENT, AND/OR BY USING OR ATTEMPTING TO ACCESS AND/OR USE THE SYSTEM, YOU EXPRESSLY ACKNOWLEDGE AND AGREE TO THE FOLLOWING:

- (a) THE SYSTEM AND THE DATA ARE PROVIDED STRICTLY ON AN "AS IS, WHERE IS" AND "AS AVAILABLE" BASIS. KORECONX DOES NOT OWN AND HAS NO CONTROL OVER THE NATURE OR CONTENTS OF THE DATA.
- (b) KORECONX DISCLAIMS ANY AND ALL WARRANTIES OR CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, OR ARISING FROM A COURSE OR CUSTOM OF USAGE OR TRADE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR COMPLIANCE WITH ANY DESCRIPTION WITH RESPECT TO THE SYSTEM AND/OR THE DATA.
- (c) KORECONX MAKES NO WARRANTIES, GUARANTEES, CONDITIONS OR REPRESENTATIONS REGARDING THE SYSTEM OR THE DATA, OR THAT THE SYSTEM OR THE DATA WILL BE AVAILABLE WITHOUT ERRORS, OMISSIONS OR DEFECTS, OR THAT ERRORS, OMISSIONS OR DEFECTS WILL BE CORRECTED, OR THAT THE SYSTEM AND THE SERVER OR SERVERS ON WHICH IT IS HOSTED WILL BE FREE OF VIRUSES OR OTHER HARMFUL CONTENT, OR THAT THE SYSTEM WILL NOT INFRINGE THIRD PARTY INTELLECTUAL PROPERTY RIGHTS OR MISAPPROPRIATE THIRD PARTY CONFIDENTIAL INFORMATION OR TRADE SECRETS.
- (d) YOU ACKNOWLEDGE AND AGREE THAT THE SYSTEM IS SOFTWARE AND COMPUTER BASED, THAT THERE IS NO SUCH THING AS ERROR FREE SYSTEMS OR SOFTWARE, AND THAT THE DATA ORIGINATES FROM AND IS SUBJECT TO REVISION BY MANY AUTHORS AND SOURCES NOT UNDER THE CONTROL OF KORECONX. YOU THEREFORE AGREE THAT THE DISCLAIMERS AND LIMITATIONS SET FORTH HEREIN ARE REASONABLE AND FREELY ACCEPTED.
- (e) AS A CONVENIENCE TO USERS OF THE SYSTEM, AND ALTHOUGH IT ACCEPTS NO OBLIGATION TO DO SO, KORECONX MAY, IN ITS SOLE DISCRETION, INCLUDE LINKS TO OTHER SYSTEMS, COMPUTERS, SERVERS, WEB SITES OR RESOURCES UNDER THE CONTROL OF THIRD PARTIES ("THIRD PARTY RESOURCES") AND OVER WHICH YOU ACKNOWLEDGE AND AGREE KORECONX HAS NO CONTROL. KORECONX PROVIDES NO ENDORSEMENT, WARRANTY OR REPRESENTATION OF ANY KIND REGARDING THE PRODUCTS, SERVICES, CONTENT, ACCURACY OR APPROPRIATENESS OF CONTENT OF, OR ACCESSIBLE THROUGH, SUCH THIRD PARTY RESOURCES, OR WITH RESPECT TO THE DATA, AND YOU USE SUCH THIRD PARTY RESOURCES AND THE DATA SOLELY AND

ENTIRELY AT YOUR OWN RISK AND HEREBY IRREVOCABLY WAIVE ANY CLAIM AGAINST KORECONX WITH RESPECT TO SUCH WEB SITES OR THE DATA.

- (f) EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT, NONE OF KORECONX OR ANY OF ITS AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES OR OTHER REPRESENTATIVES WILL BE LIABLE FOR ANY DAMAGES, COSTS OR LOSS WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THE USE OR MISUSE OF, OR ANY DEFECTS, INACCURACIES, ERRORS OR OMISSIONS IN OR TO, THE SYSTEM, THE DATA, OR ANY LINKED THIRD PARTY RESOURCE, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL, COMPENSATORY, SPECIAL, EXEMPLARY, PUNITIVE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF PROGRAMS, APPLICATIONS, INFORMATION OR DATA, FAILURE TO REALIZE EXPECTED REVENUES, PROFITS, OR SAVINGS, LOSS OF OR DAMAGE TO PROPERTY OF ANY KIND, HARM TO BUSINESS, OR ANY OTHER ECONOMIC OR PECUNIARY LOSS OF ANY KIND, WHETHER ARISING OUT TORT, CONTRACT, BREACH OF DUTY OR OTHERWISE, AND WITHOUT REGARD TO FORM OF ACTION. THE FOREGOING PROVISIONS SHALL ALL APPLY EVEN IF KORECONX HAS BEEN ADVISED BY YOU OR ANYONE ELSE OF THE POSSIBILITY OF ANY LOSS OR DAMAGE.
- (g) IN ANY JURISDICTION WHERE EXCLUSION OR LIMITATION OF LIABILITY FOR ANY TIME OF DAMAGES IS PROHIBITED, KORECONX'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT ALLOWED BY THAT JURISDICTION.
- (h) THIS AGREEMENT PROVIDES A LICENSE AND ACCESS TO CERTAIN CONTENT AND IS NOT A SALE OF GOODS.

13. LIMITATION OF LIABILITY: WITHOUT DEROGATING FROM ANY OTHER LIMITATION OF LIABILITY CONTAINED IN THIS AGREEMENT, YOU AGREE THAT THE AGGREGATE OF ALL LIABILITY ON THE PART OF KORECONX FOR BREACH OF ANY WARRANTY, GUARANTEE, TERM OR CONDITION CONTAINED IN THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED HEREIN, OR OF ANY OTHER PROVISION OF THIS AGREEMENT OR OF ANY AGREEMENT CONTEMPLATED BY THIS AGREEMENT OR ANY OTHER BREACH GIVING RISE TO LIABILITY, INCLUDING A BREACH OF A CONDITION OR FUNDAMENTAL TERM OR FUNDAMENTAL BREACH OR BREACHES OR IN ANY OTHER WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY AGREEMENT CONTEMPLATED BY THIS AGREEMENT, FOR ANY AND ALL CAUSES OF ACTION WHATSOEVER AND, REGARDLESS OF THE FORM OF ACTION (INCLUDING BREACH OF CONTRACT, BREACH OF DUTY, STRICT LIABILITY OR TORT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, OR ANY OTHER LEGAL OR EQUITABLE THEORY), SHALL BE LIMITED TO A MAXIMUM SUM OF ONE HUNDRED DOLLARS (\$100.00) IN CANADIAN CURRENCY. THE FOREGOING PROVISIONS SHALL ALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

14. EQUITABLE REMEDIES: You acknowledge and agree that a breach of this Agreement may cause KoreConX irreparable harm for which no adequate remedy exists at law, and for which damages will not be an adequate remedy, and that upon any such breach or threatened breach KoreConX shall be entitled to injunctive relief without prejudice to any other right in law or equity and without the necessity of prior demand or proof of damage, and without the necessity of providing an undertaking as to damages or posting a bond or surety.

15. INDEMNITY OF KORECONX BY YOU: You will be liable to and shall indemnify and save harmless KoreConX, its affiliates, and their respective officers, directors, shareholders, employees, agents, representatives, successors and assigns from and against any and all claims, actions, suits, proceedings, costs, expenses, damage and/or liabilities (including reasonable legal fees) whatsoever arising out of, connected with, or resulting from: (a) your access to and use of the System and/or the Data; (b) any breach by you of this Agreement, or any breach by you of any warranty given by you; and (c) your actions and omissions in connection with your use of the System and/or the Data.

16. RIGHTS CUMULATIVE: The rights of KoreConX under this Agreement shall be cumulative, and the election by KoreConX to pursue any remedy, whether legal or equitable, shall not be deemed to be a waiver of the rights of KoreConX to other remedies.

17. GOVERNING LAW: This Agreement shall be governed by the federal laws of Canada applicable therein. Subject to the rights of KoreConX to seek equitable relief in any court of competent jurisdiction for a breach of its rights as provided in this Agreement, you irrevocably submit and attorn to the jurisdiction of the courts of the Province of Ontario. Any litigation arising out of this Agreement shall be commenced and all proceedings, including examinations for discovery, and the trial shall be held in Toronto, Ontario.

18. GENERAL PROVISIONS:

- (a) If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this agreement, and all such other provisions shall remain in full force and effect, and it is the intention of the parties hereto that if any provision of this agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning that renders it valid.
- (b) No waiver of any right or of any breach of any provision of this Agreement by either party shall constitute a waiver of any other right or breach of any other provision, nor shall it be deemed to be a general waiver of such provision by such party or to sanction any subsequent breach thereof by the other party.
- (c) This Agreement are meant by the parties to not only apply to initial access to or use of the System and/or the Data, but also on an ongoing and continuous basis to any and all access to or use of the System and/or the Data.
- (d) This Agreement and everything herein contained shall enure to the benefit of and be binding upon the parties together with their personal representatives, heirs, successors and permitted assigns but, being personal to you, this Agreement shall not be assigned by you, by operation of law or otherwise, without the prior written consent of KoreConX, in its sole discretion, which consent may be unreasonably withheld. KoreConX may freely assign this Agreement.
- (e) This Agreement shall be governed by the laws of the Province of Ontario, Canada, and the federal laws of Canada applicable therein. Any legal suit, action or proceeding arising out of or relating to this Agreement may be instituted in the federal or provincial courts of Toronto in the Province of Ontario.