

Terms and Conditions

Last Modified: 29-Oct-2024

FIRST. - ACCEPTANCE OF THE CONDITIONS OF USE OF THE MEMBERSHIP PLATFORM

These terms and conditions of use of the **membership website** for <u>www.bluecastleventures.ca</u> constitute a legal agreement and are entered into between you and Blue Castle Ventures LTD ("BCV," "we," "us," "our"). The following terms and conditions, along with any additional documents and terms incorporated by reference (collectively, these "Terms"), govern your access to and use of, including any content, functionality, and services offered on or through <u>www.bluecastleventures.ca</u> (the "Platform") as a **member of the BCV Club**.

This Platform is a members-only club that provides exclusive access to services, benefits, and assets offered by BCV. Membership does not entail purchasing securities or financial instruments, nor does it confer ownership rights typically associated with investments regulated by securities authorities. Membership is strictly for personal benefits and is not intended to function as an investment or security.

SECOND. - USE OF THE MEMBERSHIP PLATFORM

The Platform is available exclusively to members of the BCV Club. By accessing the Platform, members agree to utilize content, products, and services lawfully and ethically, refraining from any acts that could harm third-party rights or Platform operations. Members also agree to provide accurate information in all submissions and confirm that they meet the age and legal capacity requirements to enter into a binding agreement.

THIRD. - NON-SECURITIES DECLARATION

The BCV Platform and all membership benefits, assets, and services provided herein are **not securities, financial instruments, or investments**. No assets or offerings available through the BCV Club Platform are regulated as securities by any financial authority in Canada, the U.S., or any other jurisdiction. By joining, members understand that membership benefits do not confer ownership, dividends, or return-based financial rights typically associated with securities.

Our offerings are strictly for personal use as part of club membership and do not constitute investment vehicles. BCV makes no claims or guarantees regarding future financial gains or returns for members.



FOURTH. - MODIFICATIONS TO THE TERMS AND PLATFORM

BCV reserves the right to amend these Terms at its sole discretion. Any updates become effective immediately upon posting and apply to all current members and ongoing access to the Platform. Members are responsible for reviewing these Terms periodically to remain informed of changes.

BCV may modify, remove, or restrict access to information, materials, or the Platform itself at any time to meet legal requirements or BCV's operational needs. BCV is not liable if portions of the Platform become temporarily or permanently inaccessible.

FIFTH. - USE OF THE PLATFORM AND SECURITY

The security of members' personal information is of paramount importance. BCV has measures in place to protect personal information from unauthorized access and disclosure; however, members acknowledge that electronic information transmission is not fully secure. BCV cannot guarantee the complete security of data transmitted electronically and is not responsible for any damages or losses incurred as a result.

SIXTH. - ACCOUNT REGISTRATION AND MEMBERSHIP

To access the Platform, individuals must first register as BCV Club members. By creating a member account, you agree to provide and maintain accurate and complete information, safeguard your password, and promptly report any unauthorized account access.

BCV reserves the right to request additional verification information if account activity raises concerns about security, fraud, or other violations. Member accounts may be temporarily paused or deactivated in such cases.

SEVENTH. - MEMBERSHIP BENEFITS AND SERVICES

Your BCV membership provides you with exclusive access to a suite of services and benefits, which may include health and wellness offerings, discounts on specialized medical treatments, and a pension-like rewards system. All benefits, rewards, and services are subject to change and may be modified, replaced, or discontinued at any time.

Membership and associated benefits are not investment products and should not be treated as securities. All benefits and rewards are for personal use and enjoyment as part of BCV membership privileges.



EIGHTH. - PAYMENT TERMS

Membership may involve a one-time payment or installment options, as described in the membership agreement. Membership dues must be fully paid to enjoy all benefits. Failure to complete payments may result in suspension or revocation of membership privileges.

NINTH. - MEMBER REWARDS SYSTEM

After a period of 72 months following full membership payment, eligible members may begin receiving annual rewards based on age. These rewards are fixed, not tied to any financial market, and are solely a membership privilege. Rewards are neither investments nor securities and may only be transferred as specified in the membership agreement.

TENTH. - TAXES AND EXPENSES

Members are responsible for all applicable taxes on purchases or benefits obtained through the Platform, excluding taxes related to BCV's own income or corporate assets.

ELEVENTH - INTELLECTUAL PROPERTY RIGHTS

The Platform and its contents, including all proprietary designs, images, and trademarks, are owned by BCV or its licensors. Members are granted personal, non-commercial access only and must not reproduce or modify Platform materials without prior authorization.

TWELFTH. - CONDITIONS OF USE

Members agree not to use the Platform in any way that could harm or disrupt BCV's services, engage in fraudulent activities, or misuse the Platform's resources for unauthorized purposes. Violations may result in membership suspension or termination.

THIRTEENTH. - CUSTOMER CONDUCT POLICY

We are committed to providing a respectful environment for both members and employees, and to maintaining BCV's good reputation. Inappropriate behavior towards BCV employees or public comments on social media that harm BCV's image will not be tolerated, with consequences as follows:

1. **First Offense - Written Warning**: Members engaging in disrespectful or harassing behavior toward BCV employees, or posting defamatory comments about BCV on social media, will receive a formal written warning. In the case of social media comments, members will have **24 hours** to remove any harmful comments.



- 2. **Second Offense Temporary Wallet Freeze**: If inappropriate behavior continues, BCV reserves the right to freeze the member's wallet for withdrawals for **180 days**. Social media comments not removed within 24 hours of a first warning will prompt a second warning, with an additional 24 hours for comment removal.
- 3. Third Offense Financial Penalty and Termination of Membership: Continued offenses may result in a \$10,000 USD fine per incident and permanent membership termination.

By using our services, members agree to this Conduct Policy and to protect BCV's reputation. BCV reserves the sole discretion to determine what constitutes inappropriate behavior and enforce actions accordingly.

FOURTEENTH. - PRIVACY

BCV respects member privacy and uses secure methods to manage personal data per our Privacy Policy, which members may review at https://bluecastleventures.ca/privacy-policy/.

FIFTEENTH. - LIMITATION OF LIABILITY

BCV is not liable for any damages arising from Platform use. Membership benefits and the Platform are provided "as is," with no implied guarantees of financial gain.

SIXTEENTH. - DISPUTE RESOLUTION

Any disputes arising under these Terms shall be governed by the laws of the Province of Manitoba. Members agree to binding arbitration as the method of dispute resolution.

SEVENTEENTH. - APPLICABLE LAW AND FORUM

The Platform and Terms are governed by Manitoba law, and all legal proceedings shall be conducted in Manitoba.

EIGHTEENTH. - ENTIRE AGREEMENT

These Terms, along with any additional policies referenced, constitute the entire agreement governing BCV membership and supersede all previous agreements.



NINETEENTH. - CONTACT INFORMATION

For any inquiries, members may reach BCV at:

Blue Castle Ventures LTD

300 – 330 St. Mary Ave., Winnipeg, MB, R3C 3Z5 Email: <u>info@bluecastleventures.ca</u>