



Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

(Court Seal)

VERTICALSCOPE INC. and SECOND MEDIA CORP.

Plaintiffs

and

OPENAI FOUNDATION; OAI INTERNATIONAL, INC.; OPENAI GLOBAL, LLC;
OPENAI OPCO, LLC; OAI CORPORATION; and OPENAI HOLDINGS, LLC

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANT

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiffs. The Claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the *Rules of Civil Procedure*, serve it on the Plaintiffs' lawyer or, where the Plaintiffs do not have a lawyer, serve it on the Plaintiffs, and file it, with proof of service in this court office, WITHIN TWENTY DAYS after this Statement of Claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a Statement of Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your Statement of Defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date _____ Issued by _____
Local Registrar

Address of Superior Court of Justice
court office: 330 University Avenue
Toronto ON M5G 1R7

TO: **OPENAI FOUNDATION**
c/o The Corporation Trust Company
Corporation Trust Center
1209 Orange Street,
Wilmington, New Castle County
Delaware 19801

OAI INTERNATIONAL, INC.
c/o The Corporation Trust Company
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OPENAI HOLDINGS, LLC
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Delaware 19801

CLAIM

1. The Plaintiffs, VerticalScope Inc. and Second Media Corp. (collectively and as applicable, “VerticalScope”), claim:

- (a) A declaration that the Defendants are jointly and severally liable for:
 - (i) Breaching the Terms of Use of VerticalScope’s Websites;
 - (ii) Infringing, authorizing, and/or inducing the infringement of VerticalScope’s copyright in its Owned Works (all capitalized terms are defined below), contrary to sections 3 and 27 of the *Copyright Act*, RSC 1985, c C-42 (“*Copyright Act*”);
 - (iii) Engaging in prohibited circumvention of technological protection measures that prescribed access to, and restricted copying of, VerticalScope’s Works, contrary to, and within the meaning of, sections 41 and 41.1 of the *Copyright Act*; and
 - (iv) Unjustly enriching themselves at VerticalScope’s expense.
- (b) Orders for:
 - (i) Damages and/or an accounting and disgorgement of profits in respect of the Defendants’ breach of contract and unjust enrichment, in an amount to be determined at trial, payable on a joint and several basis;
 - (ii) Damages, and in addition to those damages, such part of the profits that the Defendants have made from the infringement of VerticalScope’s copyright

in its Owned Works and from the circumvention of technological protection measures, pursuant to sections 35 and 41.1 of the *Copyright Act*, in an amount to be determined at trial, payable on a joint and several basis;

- (iii) In the alternative to (ii), if elected before final judgment is rendered, an award of statutory damages in the amount of \$20,000 per Owned Work (or an amount the Court considers just), for the infringement of VerticalScope's copyright in and to its Owned Works and from the circumvention of technological protection measures, pursuant to sections 38.1 and 41.1 of the *Copyright Act*, payable on a joint and several basis; and
 - (iv) Punitive and/or exemplary damages for the Defendants' willful and knowing infringement of VerticalScope's rights and wholesale circumvention of technological protection measures as described herein, payable on a joint and several basis.
- (c) A permanent injunction restraining the Defendants, their directors, officers, employees, agents, licensees, successors, assigns, related or affiliated companies, and all those under the control of the Defendants from, directly or indirectly:
- (i) obtaining and/or using the Works, contrary to VerticalScope's respective Terms of Use, and without VerticalScope's prior written consent; and
 - (ii) infringing VerticalScope's copyright in the Owned Works, circumventing technological protection measures employed to protect the Works, or any

other acts in relation to the Owned Works and Works that violate these sections of the *Copyright Act*, pursuant to section 34 of the *Copyright Act*;

- (d) A further wide injunction, pursuant to section 39.1 of the *Copyright Act*, enjoining the parties described in the previous paragraph from infringing VerticalScope's copyright or interest therein granted by licence in any other Works that the Defendants are likely to infringe, and from circumventing technological protection measures to access the Works on the Websites, as may be evidenced to the Court's satisfaction;
- (e) Pre-judgment interest in accordance with section 128 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (f) Post-judgment interest in accordance with section 129 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (g) The costs of this proceeding, plus all applicable taxes; and
- (h) Such further and other Relief as this Honourable Court may deem just.

I. OVERVIEW

2. The Defendants have engaged in ongoing, deliberate, and unauthorised misappropriation of VerticalScope's valuable Owned Works and Licensed Works. VerticalScope brings this action to prevent and seek recompense for these unlawful activities.

3. VerticalScope is a technology company that has built and operates a cloud-based platform for online enthusiast communities across a range of sectors from automotive, sports, outdoor, home, and health to technology. These communities, sometimes referred to as forums, include: RedFlagDeals.com (Canada's largest deal-hunting and bargain forum, where millions of Canadians swap consumer advice) and AutoGuide.com (an automotive news and reviews site anchoring a network of hundreds of brand-specific car communities).

4. In total, VerticalScope has a portfolio of more than 1,200 communities with more than 2.3 billion content posts (made up of more than 130 billion words and more than 130 million images), which together constitute its Licensed Works ("**Licensed Works**"). VerticalScope also owns and operates properties that contain professionally produced and VerticalScope-owned editorial, review, guide and vertical content ("**Owned Works**") (together, with Licensed Works, the "**Works**"). Across all its communities and professional content properties (collectively, the "**Websites**"), VerticalScope has 70 million registered users and 90 million monthly active users.

5. The Defendants (collectively, "**OpenAI**") are the creators, proponents, and operators of a series of artificial intelligence ("**AI**") services, including their "Generative Pre-trained Transformer" ("**GPT**") models. OpenAI's AI services include those commercialized under the product name ChatGPT. ChatGPT is a mass-marketed large language model ("**LLM**") designed to provide natural-sounding text responses to user prompts, in a manner that mirrors human

communication. OpenAI's GPT models work by using pattern recognition developed through the analysis of enormous quantities of text data.

6. To obtain content for ingestion into its GPT models and services, OpenAI deliberately "scrapes" (*i.e.* accesses and copies) content from VerticalScope's Websites. OpenAI then uses that proprietary content to develop its GPT models, without authorization or consent. OpenAI also augments its models on an ongoing basis by accessing, copying, and/or scraping VerticalScope's content in response to user prompts. Notwithstanding concerns raised by several content creators across various industries—including through numerous other lawsuits and public criticism—OpenAI has done nothing to curtail its unlawful behaviour.

7. OpenAI has taken, and continues to take, large swaths of valuable work, indiscriminately and without regard for the contractual Terms of Use applicable to the misappropriated content. The misappropriated content includes the Owned Works and Licensed Works. Through its conduct, OpenAI has and continues to:

- (a) Breach the Terms of Use of VerticalScope's Websites;
- (b) Infringe, authorize, and/or induce the infringement of VerticalScope's copyright in its Owned Works; and
- (c) Circumvent the technological protection measures employed by VerticalScope to protect the Works from unauthorized access.

8. VerticalScope's Websites represent one of the richest repositories of authentic, human-generated content across high-spending consumer verticals on the internet. These communities attract concentrated audiences of knowledgeable, subject-matter focused individuals with strong

purchasing intent, and VerticalScope's core product is facilitating the service of highly personalised, relevant advertisements to precisely the demographics most likely to convert. As described below, VerticalScope's Works are uniquely valuable to the development of LLMs.

9. At all material times, OpenAI was aware of the value of VerticalScope's proprietary content and intellectual property, including significant expense incurred by VerticalScope to administer and host the Websites, and of the need to both pay for that information and secure the express authorization of VerticalScope before obtaining it and using it for its own purposes. At all times, OpenAI was and is aware of its obligations to obtain a valid licence to use the Works. Other AI companies have engaged meaningfully with content creators, resulting in legitimate market-based licensing solutions that fairly compensate content creators. Rather than seek to obtain the content legally, OpenAI has elected to brazenly misappropriate VerticalScope's valuable intellectual property and convert it for its own uses, including commercial uses, without consent or consideration.

10. OpenAI has capitalized on the commercial success of its GPT models, building an expansive suite of GPT-based services, and raising significant capital—all without obtaining a valid license from VerticalScope. In doing so, OpenAI has been substantially and unjustly enriched to the detriment of VerticalScope.

11. VerticalScope accordingly seeks damages and/or disgorgement to compensate it for the wrongful misappropriation of its Works, as well as permanent injunctive relief to prevent OpenAI from continuing with its unlawful conduct.

II. THE PARTIES

i. The Plaintiffs

12. Founded in 1999, VerticalScope Inc. is a corporation incorporated under the *Business Corporations Act*, R.S.O. 1990, c. B.16, with its principal place of business in Toronto, Ontario. VerticalScope Inc.'s headquarters is in Toronto at 111 Peter Street, Suite 600, Toronto, Ontario, M5V 2H1. VerticalScope Inc. is incorporated and registered with its principal place of business in Toronto, and VerticalScope Inc.'s corporate directing minds are in Toronto. VerticalScope Holdings Inc., the parent company of VerticalScope Inc. is publicly traded and listed on the Toronto Stock Exchange.

13. Second Media Corp. is a corporation incorporated under the *Business Corporations Act*, R.S.O. 1990, c. B.16, with its registered office in Toronto, Ontario. Second Media Corp. is a wholly-owned subsidiary of VerticalScope Inc. and owns and operates certain of the Websites, which host content including works created by users. As described above, in this Claim, VerticalScope refers to VerticalScope Inc. and Second Media Corp.

14. VerticalScope is a technology company that has built and operates a cloud-based platform hosting more than 1,200 online enthusiast communities across sectors including automotive, sports, outdoor, home, health, and technology, together with professionally produced content. VerticalScope's Websites provide dedicated online spaces — including communities, forums, threads and discussions¹ — for enthusiast interests, facilitating subject-area specific exchanges of

¹ Commonly referred to as bulletin boards, message boards, and chat rooms.

information produced over a period of well over twenty-five years. VerticalScope also offers a related mobile app.

15. VerticalScope is the owner of the copyright in the Owned Works published on the Websites that it also owns.

ii. The Defendants

16. OpenAI is a private, for-profit AI company that offers a variety of services in Canada (including in Toronto) to individual customers and businesses, all of which leverage its proprietary GPT models. In offering these services, OpenAI operates in Canada (including in Toronto) through US and Canada-based employees, who provide customer service to Canadians and take payment from Canadians, as well as through Microsoft Corporation and Accenture International Limited, which provide processing activities for customer data in Canada.

17. OpenAI consists of several interrelated entities, including OpenAI Foundation (previously OpenAI, Inc.), OAI International, Inc. (previously OpenAI LLC), OpenAI Global, LLC, OpenAI OpCo, LLC, OAI Corporation, and OpenAI Holdings, LLC (collectively, “**OpenAI**” or the “**OpenAI Entities**”). Each of the OpenAI Entities is registered in Delaware, with head offices in California. As described herein, the OpenAI Entities have each been directly or indirectly involved in the unlawful conduct as alleged by VerticalScope.

18. The Defendant OpenAI OpCo, LLC (or “**OpCo**”) is a limited liability company as of 2023 (formerly OpenAI, LP, formerly Summersafe LP, a limited partnership formed in 2018). OpCo presently owns most of the intellectual property for GPT models, and the code for web crawlers, training processes and search functions. Key aspects of OpenAI’s business are conducted through OpCo in Canada:

- (a) It operates the web crawler that collects (scrapes) data, including from at least some websites and web applications located in Canada, and uses that content to develop OpenAI models;
- (b) It makes some contractual arrangements in Ontario;
- (c) Its models are developed and augmented by content (including that of VerticalScope) by user prompts. The users can be located anywhere in the world, including in Ontario; and
- (d) It holds trademarks for its services in Canada.

19. OpenAI Foundation (previously OpenAI, Inc.) is currently the parent corporation to the other OpenAI Entities. It was the operating entity and was engaged in activity in the core business (now carried on by OpCo, as described above) prior to transferring its assets (including intellectual property) to OpCo in 2019. While it is no longer an active operating company with a direct presence in Ontario, it carried on business in Ontario between 2015 and 2019, in the early part of the period of the impugned conduct, in the same manner as OpCo now does.

20. OAI International, Inc. (previously OpenAI, LLC) is a 100% owned subsidiary of OpenAI OpCo, LLC. It is the OpenAI Entity responsible for the procurement of goods and services for OpenAI around the world, including in Ontario. It is the customer facing entity. It advertises to customers, including users in Ontario. It licenses OpenAI tools and services and offers OpenAI services to customers, including users in Ontario. It contracts and offers services to individuals and businesses around the world (including in Ontario) either directly or through partnerships with third parties such as Microsoft.

21. OpenAI Holdings, LLC, OAI Corporation and OpenAI Global, LLC are the for-profit entities that directly and indirectly own OpenAI OpCo, LLC and are unjustly enriched from profits of wrongful acts committed in Ontario by direct and indirect subsidiaries carrying on business in Ontario.

22. Together, and pursuant to a common purpose, the OpenAI Entities function as a common enterprise to fund, develop, and commercialize OpenAI's proprietary GPT models—which are built, trained, and operated to infringe on VerticalScope's copyright and contractually protected rights. Such common purpose is reflected in agreements between the OpenAI Entities that are known to those entities, but not VerticalScope.

23. Full particulars of the involvement of each of the OpenAI Entities in the unlawful conduct as set out in this Statement of Claim are solely within the knowledge of OpenAI.

24. The OpenAI Entities are served with this originating process outside of Ontario pursuant to the *Rules of Civil Procedure*, including 17.02 (a), (c), (f), (g), (i) and (p).

III. OPENAI USES VERTICALSCOPE'S PROPRIETARY CONTENT WITHOUT CONSENT

i. VerticalScope's Proprietary Content

25. As described above, VerticalScope's Websites contain billions of articles, posts, individual comments, product reviews, and topic summaries, shared by users across threads and forums. Users also share and create images and video content. This rich repository of Licensed Works represents the cumulative, irreplaceable contribution of millions of registered users and more than twenty-five years of platform investment by VerticalScope.

26. In addition to these Licensed Works, VerticalScope's Websites include professionally produced content, including editorial, review, guide and vertical content. In this Claim, "**Works**" refers to content created by users of the Websites (Licensed Works), as well as professional content (Owned Works) available online on the Websites since at least as early as 2015.

27. VerticalScope maintains, directly or indirectly, Websites on which it publishes the Works, which constitute original works within the meaning of sections 2 and 5 of the *Copyright Act*.

28. A list of the Websites maintained by VerticalScope, where the Works were or are published, include those listed in **Appendix "A"**.² In each instance, VerticalScope indicates that the Works are the subject of copyright protection (e.g., by marking the Works with the copyright symbol: ©).

29. VerticalScope's Websites represent one of the internet's richest repositories of authentic, human-generated content across high-spending consumer verticals. The Websites are largely dedicated enthusiast communities with user bases with subject matter expertise numbering in the millions. These members actively discuss, review, and recommend products and solutions. These communities attract concentrated audiences of knowledgeable, subject-matter focused individuals with strong purchasing intent. Indeed, VerticalScope's core product is facilitating the service of highly personalised, relevant advertisements to precisely the demographics most likely to purchase.

30. VerticalScope's content is also uniquely valuable to the development of an LLM. On VerticalScope's forums, community members routinely correct, endorse, and rank one another's

² Given the volume, the Works will be further particularized separately in due course.

contributions, meaning that the highest-quality answers on thousands of specialised topics are surfaced through genuine human vetting. When this structured repository of data is ingested as part of an LLM, it supports a training technique known as Reinforcement Learning from Human Feedback (“**RLHF**”). RLHF uses exactly the kind of human-curated, preference-ranked content that VerticalScope’s forum architecture produces, allowing LLMs to generate accurate, responsive outputs such as ranked lists and tailored recommendations.

31. Many of VerticalScope’s Websites host content that is germane to Canadians and is most frequently accessed by Canadians. As described above, VerticalScope’s flagship communities include RedFlagDeals.com (Canada’s largest deal-hunting and bargain forum) and AutoGuide.com (a Toronto-based automotive news site). RedFlagDeals.com, for example, a Canadian website for Canadian users, is among VerticalScope’s highest-traffic Websites. It consolidates Canadian sales, coupons, and promotions for Canadian consumer purchases, and its forums explicitly indicate that they are for use by Canadian consumers.

32. The Websites and the Works form the foundation of VerticalScope’s business and are central to the value offered by VerticalScope to its website visitors, registered users, advertisers and commercial partners. VerticalScope has expended significant capital over more than twenty-five years to acquire, build, integrate, operate, protect and develop the Websites and communities that form the core of its business. VerticalScope maintains substantial corporate, technical, operational, legal, financial, compliance and governance infrastructure to support its platform and business. Revenue generated from the Websites, including through digital advertising, e-commerce and other commercial channels, funds that infrastructure, supports active and engaged communities, enables VerticalScope to employ and engage the personnel and service providers

required to operate and grow the business, and supports continued investment in product development, security, site protection and content creation.

33. The Works represent the exercise of skill and judgement. Works are contributed by registered users across VerticalScope's online enthusiast communities described above. These contributions from VerticalScope's Users reflect the expression of knowledge, subject matter expertise, and effort, cultivated through more than twenty-five years of dedicated community engagement. Likewise, the Works which include professionally produced content are the product of expertise, talent, research, and investment. The authors of such Works are writers who are compensated for their written work, and supported by editors and staff, whose labour is also essential for producing the Works.

34. Each author of the Works is a citizen, subject, or person ordinarily resident in a treaty country, within the meaning of section 5(1)(a) of the *Copyright Act* and is identified within the Work.

35. The Works were published in the past 70 years, such that the term for which copyright subsists, pursuant to section 6 of the *Copyright Act*, has not concluded, and will not conclude during the course of this proceeding.

ii. VerticalScope's Restrictions On Its Proprietary Content

36. VerticalScope has employed and continues to employ measures to control access to their Websites and Works, such as:

- (a) Network-level protections (CDN and WAF);

- (b) Rate-limiting controls;³
- (c) Bot identification, monitoring and controls;
- (d) Regularly updated robots.txt restrictions; and
- (e) Login authentication.

37. These measures serve as technological protection measures to guard against LLM-related crawling and scraping. These protections are broadly applied across VerticalScope's Websites, with additional platform-specific rules deployed where heightened protection is required.

38. Each of VerticalScope's Websites is governed by publicly available agreements that specify the terms under which the information published on those websites, including the Works, may be used (the "**Terms of Use**").

39. When VerticalScope launches or acquires a Website, it includes or implements its standard Terms of Use. These Terms of Use are updated from time to time to address legal, operational and platform requirements. A list of the operative Terms of Use for VerticalScope's Websites at different points in time are attached as **Appendix "B"**.

40. Visitors to VerticalScope's Websites accept the Terms of Use by accessing or using the website and/or by agreeing to them as part of a registration process for an account and/or subscription.

³ These enforce request thresholds across multiple time windows, e.g. ten-second or sixty-second blocks, which throttle or block excessive or anomalous request patterns.

41. The Terms of Use governing VerticalScope’s Websites have specified, at all relevant times since 2015:

- (a) The Websites are controlled and operated by VerticalScope Inc. from its offices in Toronto, Ontario;
- (b) Materials contained on the Web Site are presented solely for the purpose of providing information to persons primarily located in Ontario;
- (c) The Terms of Use are subject to Ontario venue and choice of law; and
- (d) Users of the Web Site “irrevocably attorn” to the jurisdiction of Ontario courts.

42. Generally speaking, and as described in Appendix “B”, the Terms of Use governing each of VerticalScope’s Websites have specified, at all relevant times since 2015, that the Works:

- (a) Cannot be used for purposes other than personal, non-commercial use;
- (b) Cannot be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way; and
- (c) Cannot be used to solicit anyone to “cease using the website” or to “visit another competing website”.

43. The Terms of Use constitute a contract formed between OpenAI and VerticalScope in Toronto. The Terms of Use impose duties and obligations on users of the Websites, including OpenAI, that are different than those under the *Copyright Act*. Any uses not expressly permitted by the Terms of Use require VerticalScope’s express consent—particularly commercial uses.

44. VerticalScope relies on the Terms of Use to ensure the protection of the Works. Given the significant expense VerticalScope incurs to produce the Owned Works and to operate, administer, host, moderate, support and develop the communities and platforms through which the Licensed Works are created and made available, VerticalScope's ability to protect and control the Works is essential to its ability to monetize its content, grow and invest in its business, and continue to offer spaces for dynamic enthusiast communities to grow and exchange knowledge and expertise.

iii. OpenAI's Services

45. On November 30, 2022, OpenAI released the first publicly available version of its Generative Pre-trained Transformer (GPT)-based services, ChatGPT-3.5. ChatGPT-3.5 is version 3.5 of OpenAI's generative AI chatbot, which is a proprietary large language model that provides text-based responses to user-generated prompts. Prior to the release of ChatGPT-3.5, OpenAI developed prior versions of its GPT model, including ChatGPT-1, ChatGPT-2, and ChatGPT-3.

46. Since the release of ChatGPT-3.5, OpenAI has introduced new GPT models, most recently: GPT-3.5 Turbo, GPT-4, GPT-4o, GPT-4o mini, o1-preview, o1-mini, GPT-5, GPT-5 nano, GPT-5 mini, GPT-5.4, GPT-5.4-mini, GPT-5.4-nano, GPT-5.4 pro, and GPT 5.5. These services are governed by Terms of Use available on OpenAI's website, which state that, by using OpenAI's services, users agree to its terms. OpenAI's Terms of Use include restrictions on use of the services, including modifying, copying, leasing, selling or distributing. The Terms of Use also provide that users may not "automatically or programmatically extract data or Output".

47. OpenAI's GPT models work by predicting words that are likely to follow a given sequence of text using pattern recognition developed by copying, ingesting, and analyzing enormous quantities of data. To develop its GPT models, since as early as 2015, OpenAI has generated data

sets comprised of copious amounts of text data (the “**Training Data**”), which the models then analyze to learn to generate coherent and natural-sounding text without the need for explicit supervision.

48. A significant proportion of the Training Data used to train the GPT models was obtained by OpenAI and/or their Third-Party Crawlers (defined below) using a process called scraping, which involves programmatically visiting websites across the entirety of the internet, locating the desired information, and extracting or copying it in structured format for further use or analysis. As part of the scraping process, the scraped webpages are tracked by Uniform Resource Locator (URL) to avoid scraping the same webpage multiple times.⁴ OpenAI has control over which internet sites are scraped as part of this process to obtain Training Data.

49. To augment its models after they have been developed and released, OpenAI uses processes referred to as Retrieval-Augmented Generation (“**RAG**”), agentic retrieval, agentic search, web-augmented generation, search-augmented generation, tool use and functional calling.

50. Through these processes OpenAI’s models are provided continuous access to additional data sets (e.g., RAG Data and agentially retrieved data), which are continually updated (“**Retrieved Data**”). By repeatedly and continuously accessing websites across the internet, OpenAI continuously ingests and updates its commercial services by accessing, scraping and/or copying information from websites, such as VerticalScope’s Websites. OpenAI has control over which internet sites are scraped as part of this process to obtain Retrieved Data.

⁴ In general, non-technical terms, a URL contains the domain name (e.g. “verticalscope.com”) and may further include subdirectories (e.g., information on automotive websites is available at <https://www.verticalscope.com/our-verticals/automotive/>) and subdomains (e.g. content on VerticalScope’s investors is available on investors.verticalscope.com/).

51. To obtain the Retrieved Data and Training Data, OpenAI uses its own crawlers, and has also employed undeclared crawlers using IP addresses not publicly associated with OpenAI, including third-party crawling services under its direction and control (“**Third-Party Crawlers**”).

52. In response to user prompts, OpenAI’s models and services produce all or part of copyrighted content (including VerticalScope’s copyrighted content) verbatim, or in summarized or paraphrased form.

53. In addition, since the release of ChatGPT-3.5, OpenAI has used its GPT models, all of which were developed using the unlawfully obtained Works, to offer a variety of GPT-based services to individual consumers and businesses in Canada (including in Ontario), including ChatGPT Plus, ChatGPT Team, and ChatGPT Enterprise, and Azure OpenAI Service.

54. OpenAI also offers its services (such as Azure OpenAI Service) to individual consumers and businesses in Canada (including in Ontario), through partnerships with third parties including Microsoft Corporation. Microsoft Corporation and OpenAI have revenue sharing agreements that flow both ways, ensuring that both companies benefit from increased use of new and existing models. These OpenAI services are sold in Canada, by Microsoft Corporation, through Microsoft Canada, which is headquartered in Toronto, Ontario, and OpenAI’s models, data and services are hosted on servers in Canada including at the Azure Canada Central data center in Toronto, Ontario.

55. OpenAI uses third-party cloud infrastructure for computation, such as model inference. OpenAI contracts for access to this physical infrastructure so that it can carry out these processes. Insofar as OpenAI uses such third-party infrastructure located in Canada to host OpenAI’s models, data and services, to carry out computational processing, and/or to deliver its services—which is known to OpenAI and not to VerticalScope—OpenAI models, data and commercial services are

delivered to users through that third party computing infrastructure located in Canada at the direction of OpenAI.

56. OpenAI maintains records, including copies, of the Training Data and the Retrieved Data used to develop, train and/or augment its models used to provide its commercial services, and for analytical and other purposes. OpenAI also maintains records, including copies, of the queries received and responses given by its services, including outputs containing VerticalScope's proprietary content.

57. Technical information related to OpenAI's Training Data and Retrieved Data is kept confidential and regarded as a trade secret. This includes, *inter alia*: (i) web crawling and fetching processes and (ii) model training and inference processes.

iv. OpenAI Reproduces and Communicates VerticalScope's Works Without Consent to Develop and Operate Its Services

58. The Works, including both the Owned Works and Licensed Works, form part of the Retrieved Data and Training Data. Since as early as 2015, the Works are among the data scraped, and/or copied one or more times by OpenAI and/or its Third-Party Crawlers into one or more datasets, and models. In that manner, reproductions of works, including those of VerticalScope, exist in the datasets created by OpenAI and the GPT models themselves (and in any locations in which the datasets or models are located).

59. The Works were scraped, and/or copied without the authorization or consent of VerticalScope. Further, OpenAI and/or its Third-Party Crawlers have purposely ignored and/or evaded VerticalScope's restrictions on the Websites.

60. The Works have also been accessed, scraped, and/or copied one or more times by OpenAI and/or its Third-Party Crawlers from the websites of other third parties (*i.e.*, websites other than those owned by VerticalScope), such as Common Crawl (commoncrawl.org), which provides a free, open repository of web crawl data, regularly collected since 2008. Common Crawl data is stored on academic cloud platforms around the world, including Canada.

61. Using its models and Retrieved Data, OpenAI communicates outputs to Canadians via the internet that contain the Works in verbatim, near verbatim, summarized or paraphrased form. OpenAI drives traffic away from VerticalScope's Websites by delivering its content to users directly.

62. OpenAI is aware that its services have been used by Canadian users primarily to enable acts of copyright infringement and has taken no steps to prevent such infringement.

63. The precise timing and circumstances of the activities described herein is information within the knowledge of OpenAI and not VerticalScope.

v. OpenAI Damages VerticalScope and Profits from Its Works

64. OpenAI has and continues to generate revenue in at least four ways: first, through the sale of paid subscription services (including to ChatGPT Plus, ChatGPT Pro, ChatGPT Team, ChatGPT Enterprise, and Sora), which provide users with enhanced features and capabilities; second, through partnerships including with Microsoft whereby Microsoft pays OpenAI a revenue share when enterprise customers use these models through Azure; third through licensing OpenAI technology to third parties to power their own products (e.g., third-party apps built on OpenAI's Application Program Interface, often referred to as their API); and fourth, by directing targeted advertising to its base of users based on their individual queries and responses.

65. OpenAI generates billions of dollars in annual revenue through the sale of GPT-based services. As of early 2026, OpenAI had raised over \$180 billion, was valued at \$852 billion and had 900 million weekly active users.

66. OpenAI's substantial fundraising and current market valuation are a direct result of OpenAI's massive, purposeful transfer of value from content available on the internet, including VerticalScope's content.

67. By using VerticalScope's Works to create substitutes for visiting the Websites, OpenAI is misappropriating substantial advertising and subscription revenue opportunities that otherwise would accrue to VerticalScope through visits to its Websites. OpenAI's conduct harms the market for VerticalScope's content and Websites, diverts readers and users from the authorized platforms for that content, reduces the licensing value of that content, and discourages advertisers from continuing to pay for advertising on the Websites.

68. At all times, OpenAI was and is well aware of its obligations to obtain a valid licence to use the Works. Other AI companies have engaged meaningfully with content creators, resulting in legitimate market-based licensing solutions that fairly compensate content creators. OpenAI has already entered into corporate partnerships and licensing agreements with other content owners, publishers, media companies, and online platforms, under which proprietary content is made available to OpenAI to develop its models and its services to users.

69. Despite OpenAI recognizing that it must pay for content through licensing agreements, OpenAI has not entered into any such agreements with VerticalScope, and VerticalScope has never received from OpenAI any form of consideration, including payment, in exchange for OpenAI's access to, use of, or exploitation of its Works.

IV. OPENAI BREACHED AND CONTINUES TO BREACH VERTICALSCOPE'S TERMS OF USE

70. VerticalScope repeats each and every allegation set forth above as if fully set forth herein.

71. VerticalScope owns and/or maintains Websites, governed by publicly available Terms of Use.

72. Each of these Terms of Use are binding on OpenAI. OpenAI had actual or constructive notice of the Terms of Use and the need to abide by them. By accessing and using VerticalScope's Websites, OpenAI agreed to comply with these terms. Those acceptances were received at VerticalScope's head offices in Ontario. The Terms of Use designate Ontario as the venue of any dispute, and Ontario/Canadian law as the governing law.

73. The Terms of Use impose duties and obligations on those accessing and interacting with VerticalScope's Websites, intended to protect the Works, and VerticalScope's technical infrastructure and commercial interests. These duties and obligations are explicitly set forth in the Terms of Use, which include contractual restrictions on method of access and commercial use.

74. OpenAI has breached and continues to breach the applicable Terms of Use for each of the Websites by the activities as detailed above.

75. The Terms of Use for each of VerticalScope's Websites contain an indemnification provision pursuant to which users, including OpenAI, agree to indemnify VerticalScope for, *inter alia*, all costs and expenses, including reasonable legal fees, resulting from breach of the Terms of Use. Given OpenAI's breaches of the Terms of Use described herein, OpenAI is obliged to indemnify VerticalScope in accordance with the indemnification provision.

76. Further particulars of VerticalScope's applicable Terms of Use, and the various ways in which OpenAI has breached those Terms, are described in Appendix "B".

V. OPENAI INTERFERED AND CONTINUES TO INTERFERE WITH VERTICALSCOPE'S CONTRACTUAL RELATIONS

77. VerticalScope repeats each and every allegation set forth above as if fully set forth herein.

78. By contracting with Third-Party Crawlers to access, scrape and/or copy the Works from VerticalScope's Websites, OpenAI has intentionally interfered with the contractual relations between VerticalScope and Third-Party Crawlers, occasioning a breach of their agreements with VerticalScope.

79. The Terms of Use are binding on Third-Party Crawlers. The Third-Party Crawlers had actual or constructive notice of the Terms of Use and the need to abide by them. By accessing and using VerticalScope's Websites, the Third-Party Crawlers agreed to comply with these terms. Those acceptances were received at VerticalScope's head offices in Ontario. The Terms of Use designate Ontario as the venue of any dispute, and Ontario/Canadian law as the governing law.

80. The Terms of Use impose duties and obligations on those accessing and interacting with VerticalScope's Websites, intended to protect the Works, and VerticalScope's technical infrastructure and commercial interests. These duties and obligations are explicitly set forth in the Terms of Use, which include contractual restrictions on method of access and commercial use.

81. At all material times, OpenAI has been aware of the agreements between VerticalScope and the Third-Party Crawlers.

82. By contracting with the Third-Party Crawlers to obtain or retrieve content, OpenAI has intentionally caused such Third-Party Crawlers to breach the applicable Terms of Use for each of the Websites by its activities as detailed above. OpenAI's interference was and is directed at procuring breaches of VerticalScope's contractual rights for OpenAI's own commercial gain, without justification.

83. As a result of OpenAI's intentional interference with the contractual relations between VerticalScope and Third-Party Crawlers, VerticalScope has suffered damages, including the loss of the benefit of its Terms of Use, the unauthorized reproduction and commercial exploitation of the Works, and the deprivation of licensing revenue and other commercial opportunities.

84. By providing OpenAI with the data they accessed, scraped and/or copied, the Third-Party Crawlers have breached their agreements with VerticalScope, and have caused damages to VerticalScope in the manner described above.

85. Further particulars of VerticalScope's applicable Terms of Use, and the various ways in which OpenAI has interfered with those contractual relations are described in Appendix "B".

VI. OPENAI INFRINGED AND CONTINUES TO INFRINGE VERTICALSCOPE'S COPYRIGHT

86. VerticalScope repeats each and every allegation set forth above as if fully set forth herein.

87. VerticalScope is the owner or exclusive licensee of the copyright in the Owned Works published on the Websites.

88. At all material times, OpenAI knew, or ought to have known, that copyright subsisted in the Owned Works, that VerticalScope is the owner of the Owned Works, and that OpenAI's activities (as detailed in this Claim) infringe the copyright in the Owned Works.

89. Without any licence or permission from VerticalScope, OpenAI has and continues to reproduce, communicate to the public by telecommunication, distribute, and possess each of the Owned Works (or a substantial part thereof), as well as provide a service primarily for the purpose of enabling acts of copyright infringement, contrary to sections 3 and 27 of the *Copyright Act*.

90. Further, OpenAI's activities authorised, and/or induced the infringement of the copyright of VerticalScope in the Owned Works, by:

- (a) offering its commercial services to end users in Canada;
- (b) engaging Third-Party Crawlers; and/or
- (c) using third-party cloud infrastructure services to host its models, data and services; and/or
- (d) entering into partnerships (including with Microsoft Corporation) to distribute its GPT-based services, and host its models, data and services in Canada.

91. These activities were carried out without the authorization or consent of VerticalScope.

92. OpenAI continues to engage in these unlawful activities.

VII. OPENAI CIRCUMVENTED AND CONTINUES TO CIRCUMVENT THE TECHNOLOGICAL PROTECTION MEASURES EMPLOYED BY VERTICALSCOPE

93. VerticalScope repeats each and every allegation set forth above as if fully set forth herein.

94. As described above, VerticalScope has employed technological protection measures on its Websites to prevent unauthorized access to the Works.

95. OpenAI and/or its Third-Party Crawlers circumvented the technological protection measures employed for the purpose of protecting the Works. OpenAI's activities as detailed above are for the purpose of developing for-profit, commercial services.

96. OpenAI knew, or ought to have known that, by engaging in widespread scraping activity including the use of Third-Party Crawlers, it would, or was likely to, circumvent technological protection measures, such as those employed by VerticalScope. Further, OpenAI's activities authorized, and/or induced the circumvention of VerticalScope's technological protection measures, by engaging Third-Party Crawlers and directing them to access VerticalScope's Websites in a manner that circumvented VerticalScope's technological protection measures.

97. OpenAI's deliberate evasion of the restrictions demonstrates a knowing and intentional course of conduct designed to circumvent the technological protection measures employed by VerticalScope.

98. These activities were carried out by OpenAI and/or its Third-Party Crawlers without the authorization or consent of VerticalScope.

99. OpenAI continues to engage in these unlawful activities.

VIII. OPENAI HAS BEEN, AND CONTINUES TO BE, UNJUSTLY ENRICHED

100. VerticalScope repeats each and every allegation set forth above as if fully set forth herein.

101. OpenAI improperly obtained and continues to misappropriate the valuable Works without any form of consideration paid to VerticalScope. As a result, VerticalScope has been deprived of, among other things, its rights to obtain compensation pursuant to a valid licensing agreement or otherwise for the use of its Works. This deprivation is ongoing.

102. OpenAI has been, and continues to be, enriched at the expense of VerticalScope, including by unlawfully obtaining and using the Works for free. VerticalScope has been correspondingly deprived. There is no juristic reason for OpenAI's enrichment at VerticalScope's expense. OpenAI is accordingly liable for unjust enrichment.

IX. VERTICALSCOPE IS ENTITLED TO THE REQUESTED RELIEF

103. VerticalScope repeats each and every allegation set forth above as if fully set forth herein.

i. Damages and/or Disgorgement

104. As described above, VerticalScope expends significant time and resources and incurs significant costs to acquire, administer, host, operate, protect, moderate, maintain and develop the Websites, including costs associated with technical infrastructure, security, community support, moderation, product development, content production, and personnel and service providers required to support and grow the Websites.

105. Through its mass misappropriation of VerticalScope's Works, OpenAI has taken for itself the benefit of the extensive efforts expended and costs incurred by VerticalScope for no compensation. It has also deprived VerticalScope of its rights to validly license its content to

OpenAI in exchange for fair compensation. VerticalScope is entitled to damages, in a value to be determined at trial, to remedy this unlawful taking.

106. As noted above, OpenAI has profited substantially from its unauthorized use and misappropriation of VerticalScope's Works. Through the sale of its services, including advertising, OpenAI has generated, and continues to generate, billions of dollars in annual revenue. As a result of OpenAI's wrongful conduct, VerticalScope is entitled to damages and/or an accounting and disgorgement of OpenAI's profits.

107. In the alternative, at its election, VerticalScope is entitled to statutory damages for the infringement of VerticalScope's copyright in the Owned Works and from the circumvention of technological protection measures, pursuant to sections 38.1 and 41.1 of the *Copyright Act*.

ii. Punitive and/or Exemplary Damages

108. The conduct of OpenAI, in knowingly engaging in infringing and unlawful activities contrary to VerticalScope's rights, justifies an award of punitive and exemplary damages.

109. As described in greater detail above, OpenAI undertook a course of conduct that is expressly prohibited by VerticalScope's Terms of Use, and that it knew, or ought to have known, would constitute breach of contract and of the *Copyright Act*. This deliberate and knowing violation of VerticalScope's Terms of Use and intellectual property rights represents a marked departure from the standards of decent commercial behaviour.

110. OpenAI's brazen approach to misappropriating content includes purporting to reverse the onus of respecting intellectual property and common law rights by requiring owners of such rights

to take steps to opt out of having their content taken. Further, even when a content owner takes such steps to opt out, OpenAI surreptitiously frustrates those efforts.

111. OpenAI and its Third-Party Crawlers continue to access and scrape VerticalScope's Works on an ongoing basis. OpenAI should be sanctioned through an award of punitive or exemplary damages.

iii. Injunctive Relief

112. VerticalScope is entitled to a permanent injunction restraining OpenAI and those acting at its control and direction from directly or indirectly:

- (a) obtaining and/or using the Works, contrary to VerticalScope's Terms of Use, and without VerticalScope's prior written consent;
- (b) infringing, authorizing, and/or inducing the infringement of VerticalScope's copyright in the Owned Works (as described in greater detail above), contrary to sections 3 and 27 of the *Copyright Act*; and
- (c) engaging in prohibited circumvention of technological protection measures that prescribed access to, and restricted copying of, the Works (as described in greater detail above) contrary to, and within the meaning of, section 41 and 41.1 of the *Copyright Act*.

113. VerticalScope is further entitled to a 'wide injunction', pursuant to section 39.1 of the Copyright Act, enjoining OpenAI and those acting at its control and direction from infringing VerticalScope's copyright or interest therein granted by licence in any other works that OpenAI is

likely to infringe and from circumventing technological protection measures to access works on the Websites, as may be evidenced to the Court's satisfaction.

114. Unless restrained by this Court, OpenAI will continue its unlawful activities and will continue to profit at VerticalScope's expense.

X. THE OPENAI ENTITIES ARE JOINTLY AND SEVERALLY LIABLE

115. As pleaded above, each of the OpenAI Entities engaged in a common enterprise with the common purpose of developing and operating an AI model whose objectives could only be achieved by unlawfully accessing and scraping the Works, in contravention of VerticalScope's copyright protection, technological protection measures, and contractual protections. Each of the OpenAI Entities either directly participated in, or otherwise knew or ought to have known of the unlawful conduct, and are therefore liable to VerticalScope on a joint and several basis for each of the causes of action and heads of damage pleaded herein.

XI. VENUE

116. VerticalScope proposes that this action be tried in Toronto, Ontario.

May 25, 2026

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**APPENDIX "A" TO THE STATEMENT OF CLAIM
VERTICALSCOPE'S WEBSITES**

VerticalScope Inc.:

- proboards.com
- airliners.net
- rvguide.com
- thumpertalk.com
- autoguide.com
- avsforum.com
- redflagdeals.com
- vwvortex.com
- bimmerfest.com
- mtbr.com
- thegearpage.net
- toyotanation.com
- watchuseek.com
- diychatroom.com
- overclock.net
- benzworld.org
- advrider.com
- silveradosierra.com
- motorcycle.com
- cadillacforums.com
- cumminsforum.com
- tdpri.com
- powerstroke.org
- fixya.com
- ramforumz.com
- duramaxforum.com
- thetruthaboutcars.com
- swedespeed.com
- peugeotforums.com
- lumberjocks.com
- subaruoutback.org
- hyundai-forums.com
- archerytalk.com
- siennachat.com
- crvownersclub.com
- strat-talk.com
- jeepforum.com
- rav4world.com
- atv.com
- pianoworld.com
- wranglerforum.com
- historum.com
- piloteers.org
- hvac-talk.com
- mothering.com
- subaruforester.org
- sevenstring.org
- mytractorforum.com
- dootalk.com
- greentractortalk.com
- chevelles.com
- walleyecentral.com
- lawnsite.com
- figures.com
- vintage-mustang.com
- odyclub.com
- jeepgarage.org
- triumphrat.net
- mylespaul.com
- techguy.org

- thedieselstop.com
- coloradofans.com
- personalitycafe.com
- speakev.com
- renaultforums.co.uk
- e46fanatics.com
- dieselplace.com
- sailinganarchy.com
- vauxhallownersnetwork.co.uk
- driveaccord.net
- diymobileaudio.com
- thetruthaboutguns.com
- hardcoresledder.com
- mini2.com
- hotrodders.com
- plantedtank.net
- rZRforums.net
- pirate4x4.com
- paddling.com
- contractortalk.com
- yellowbullet.com
- rangerovers.net
- kia-forums.com
- ridgelineownersclub.com
- thelawnforum.com
- suzuki-forums.com
- ducati.ms
- f150ecoboost.net
- mdxers.org
- alfaowner.com
- vwt4forum.co.uk
- cruzetalk.com
- clubfrontier.org
- knittingparadise.com
- challengertalk.com
- expatforum.com
- kiaownersclub.co.uk
- woodworkingtalk.com
- snowblowerforum.com
- titantalk.com
- corral.net
- marshallforum.com
- sailnet.com
- hystersisters.com
- chryslerminivan.net
- roadbikereview.com
- techsupportforum.com
- electriciantalk.com
- horseforum.com
- askandyaboutclothes.com
- detailingworld.co.uk
- ttforum.co.uk
- drumforum.org
- uberpeople.net
- minif56.com
- dodgetalk.com
- jeepcherokeeclub.com
- saxontheweb.net
- 8thcivic.com
- bimmerforums.co.uk
- allfordmustangs.com
- camaros.net
- dodgedurango.net
- fordtransitusaforum.com

- harley-davidsonforums.com
- vwtdtalk.com
- fjcruiserforums.com
- snowboardingforum.com
- petguide.com
- polarisatvforums.com
- arcticchat.com
- triffive.com
- nikoncafe.com
- guitars101.com
- babybmw.net
- subaruxvforum.com
- v-twinforum.com
- focusst.org
- mazda3revolution.com
- weldingweb.com
- outdoorsdirectory.com
- allpar.com
- kugaownersclub.co.uk
- ioniqforum.com
- shipsnostalgia.com
- ifish.net
- goldenretrieverforum.com
- s10forum.com
- can-amforum.com
- chevymalibuforum.com
- focusfanatics.com
- saabcentral.com
- pbnation.com
- powerstrokenation.com
- tivocommunity.com
- e-tronforum.com
- mu-43.com
- talkclassical.com
- uk-muscle.co.uk
- refugeforums.com
- alfabb.com
- k20a.org
- gm-volt.com
- nissanforums.com
- fordescape.org
- passatworld.com
- duckhuntingchat.com
- planet-9.com
- patrol4x4.com
- macanforum.com
- roadglide.org
- germanshepherds.com
- m5board.com
- nastyz28.com
- t-shirtforums.com
- indianmotorcycles.net
- plowsite.com
- tennisforum.com
- supraforums.com
- popuportal.com
- ngemu.com
- iwsti.com
- teslaowneronline.com
- beesource.com
- jaguarforum.com
- tundrasolutions.com
- squier-talk.com
- tundrataalk.net
- pacificaforums.com

- mazda6club.com
- thecombineforum.com
- worldseafishing.com
- my.is
- theflyfishingforum.com
- slkworld.com
- polestar-forum.com
- 2coolfishing.com
- civinfo.com
- gr86.org
- promasterforum.com
- giuliaforums.com
- routerforums.com
- guitarscanada.com
- jeeprenegadeforum.com
- chinese-tools.com
- ktmforum.co.uk
- talkaboutmarriage.com
- clubtouareg.com
- lotustalk.com
- fishingmagic.com
- r1-forum.com
- stevesnovasite.com
- challengerforumz.com
- elementownersclub.com
- impalaforums.com
- ffcars.com
- 3si.org
- talkford.com
- mr2oc.com
- hondashadow.net
- terrainforum.net
- chevybolt.org
- infinitiq50.org
- legacygt.com
- bettafish.com
- wrestlingforum.com
- coffeeforums.co.uk
- petforums.co.uk
- wfmachines.com
- edsupportforum.com
- pensacolafishingforum.com
- gretsch-talk.com
- astraownersnetwork.co.uk
- hondaatvforums.net
- preforum.com
- thenewx.org
- gl1800riders.com
- clubrsx.com
- acadiaforum.net
- gmfullsize.com
- kawiforums.com
- clubsearay.com
- slotforum.com
- a5oc.com
- thebassbarn.com
- trailvoy.com
- chargerforums.com
- gsxr.com
- superhonda.com
- crossbownation.com
- reptileforums.co.uk
- cheftalk.com

- volkswagenforum.co.uk
- daciaforum.co.uk
- stromtrooper.com
- kiaevforums.com
- civic11forum.com
- vulcanforums.com
- team-integra.net
- fullsizebronco.com
- hobbytalk.com
- hellcat.org
- digitalhome.ca
- lamborghini-talk.com
- fujix-forum.com
- painttalk.com
- rangerforums.net
- clubwrx.net
- aclassclub.co.uk
- ktmforums.com
- caravantalk.co.uk
- mg-rover.org
- kboards.com
- flyfishing.co.uk
- snowmobilefanatics.com
- africatinforum.com
- dodge-dart.org
- fiat500owners.com
- jeep patriot.com
- ctstvowners.com
- kawasakimotorcycle.org
- nissanclub.com
- jemsite.com
- pugvillage.com
- modeltrainforum.com
- traverseforum.com
- gencoupe.com
- gminsidenews.com
- cichlid-forum.com
- 355nation.net
- nissanmurano.org
- ram1500diesel.com
- zx6r.com
- maverickforums.net
- haytalk.com
- mountainbuzz.com
- evoqueownersclub.co.uk
- gixxer.com
- elcaminocentral.com
- motorhomefacts.com
- diyelectriccar.com
- poodleforum.com
- sport-touring.net
- gmtruckclub.com
- trustedpros.com
- tiguaforums.co.uk
- discosportforums.co.uk
- i4talk.com
- 9thgencivic.com
- ascentforums.com
- mazda3forums.com
- d-series.org
- hondaforeman.com
- kentuckyhunting.net
- downeastboatforum.com
- snowmobileforum.com

- newbeetle.org
- planetisuzoo.com
- hometheatershack.com
- taurusclub.com
- gtrlife.com
- hrvforum.com
- menstennisforums.com
- maseratilife.com
- 600rr.net
- kawieriders.com
- svrider.com
- dogforum.com
- ls1gto.com
- kiasoulforums.com
- moddedmustangs.com
- speypages.com
- vtxoa.com
- myjeepcompass.com
- xc40forum.com
- astrakforums.co.uk
- mytiguan.com
- cx30talk.com
- 4xeforums.com
- ibsgroup.org
- pathfindertalk.com
- uk-mkivs.net
- spyderchat.com
- impalassforum.com
- hondatwins.net
- dendroboard.com
- mvagusta.net
- nissan-navara.net
- kanyetothe.com
- astrosafari.com
- mclarenlife.com
- focusstoc.com
- k1600forum.com
- rs25.com
- ukcorsa-d.com
- takethislife.com
- dobermantalk.com
- fiestastoc.com
- passportforums.com
- r1200gs.info
- mx5nutz.com
- 300cforums.com
- r32oc.com
- fordgt500.com
- klrforum.com
- fz09.org
- tsxclub.com
- tidalfish.com
- halloweenforum.com
- 1130cc.com
- gtr.co.uk
- escape-city.com
- washingtonflyfishing.com
- jkowners.com
- optimaforums.com
- 4btswaps.com
- gtoforum.com
- chargerforumz.com
- diecastxchange.com
- everythingsg.com
- grcorollaforum.com
- jaginfo.org
- performanceboats.com
- tucson-forum.com

- 460ford.com
- focusrs.org
- grizzlycentral.com
- treadmillreviews.net
- aquaticplantcentral.com
- rccanada.ca
- kawasakiversys.com
- lxforums.com
- off-road.com
- goldwingfacts.com
- fordforums.com
- thewatchforum.co.uk
- f800riders.org
- digitalcorvettes.com
- mustangevolution.com
- zx-10r.net
- g8board.com
- yojoe.com
- equinoxevforum.com
- lugerforums.com
- glaowners.com
- insightcentral.net
- volvov40club.com
- smartcarofamerica.com
- carolinashootersclub.com
- jockeyjournal.com
- stelvioforum.com
- r8talk.com
- bmwlt.com
- zcar.com
- upownersclub.co.uk
- ssrfanatic.com
- salmonfishingforum.com
- ramchargercentral.com
- r6-forum.com
- thedieselgarage.com
- starbikeforums.com
- fertilityfriends.co.uk
- tradtalk.com
- palisadeforum.com
- mokkaownersclub.co.uk
- powerequipmentforum.com
- polarisgeneralforum.com
- veggieboards.com
- sybermoms.com
- g20.net
- ninetowners.com
- heresy-online.net
- myturbodiesel.com
- forteforums.com
- migweb.co.uk
- mercedescla.org
- g6ownersclub.com
- clubarmada.com
- solsticeforum.com
- crxcommunity.com
- minitorque.com
- firebirdnation.com
- tcco.com
- s1000rrforum.com
- ttora.com
- traxforum.com

- dbstalk.com
- newcelica.org
- commanderforums.org
- mbeqclub.com
- x-trail-uk.co.uk
- altimaforums.net
- tropicalfishkeeping.com
- gatorforums.net
- lancerregister.com
- fordmuscleforums.com
- hyundaikonaforum.com
- bullnetlenews.com
- landroveronly.com
- planetminis.com
- clubxterra.org
- defendersource.com
- tbssowners.com
- volkszone.com
- ipaceforums.co.uk
- kianiroforum.com
- catforum.com
- fireblades.org
- jamboards.com
- trocforums.co.uk
- newtiburon.com
- utahwildlife.net
- crazymoto.net
- rodsnsods.co.uk
- wolverineforums.com
- rubiconownersforum.com
- tw200forum.com
- thevog.net
- jukeforums.com
- srtforums.com
- mylargescale.com
- vwatlasforum.com
- ssforums.com
- evoxforums.com
- vintagesleds.com
- mustangecoboost.net
- xrv.org.uk
- teryxforums.net
- ixforums.com
- velarforums.co.uk
- hondarebelforum.com
- fpaceforums.co.uk
- australiaforum.com
- enclaveforum.net
- titanxdforum.com
- riderforums.com
- ducati.org
- noreast.com
- v6performance.net
- capturownersclub.co.uk
- hondagrom.net
- mitsubishi-forums.com
- retrievertraining.net
- cx500forum.com
- ducatimonster.org
- rswarrior.com
- xeforums.co.uk
- 200forums.com
- modelrailforum.com
- thewatchsite.com
- 4c-forums.com

- z06vette.com
- rootzwiki.com
- rhinoforums.net
- 1000rr.net
- motorcycleforum.com
- k-bikes.com
- verticalscope.com
- planetdiecast.com
- 3800pro.com
- onesixthwarriors.com
- vtxcafe.com
- crzforum.com
- santacruzforums.com
- myaudiq5.com
- goldwingowners.com
- preludepower.com
- nissanversaforums.com
- vweosclub.com
- 208ownersclub.co.uk
- suzukiatvforums.com
- corsa-c.co.uk
- modularfords.com
- ktmduke390forum.com
- supermotojunkie.com
- focaljet.com
- canadianmoneyforum.com
- rivianownersforum.com
- wagoneerfans.com
- crownvic.net
- customfighters.com
- justlabradors.com
- masscops.com
- yfzcentral.com
- dodgeintrepid.net
- jeepcommander.com
- greatlakes4x4.com
- fpaceforum.com
- snowmobile.com
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- paviseforum.com
- badgerowners.com
- lexusevforum.com
- videoeditingtalk.com
- hurricaneforums.com
- lbxforums.com
- stoutowners.com
- denagoforum.com
- electraforum.com
- ecoboostaptors.com
- rampageowners.com
- doginsurance.com
- modelyowners.com
- gacforums.com
- iqcolony.com
- x5forum.org
- catutvforum.com
- magnetoforum.com
- model2.org
- 4thgenescape.com
- cybercabforum.com
- 5thrangerforum.com
- motorcycleinsurancequotes.com
- z5talk.com
- f150hybridforums.com
- r2forums.com
- cruzessforums.com
- fordrsoc.com
- creditrepairforums.com
- californiaeveforum.com
- kiatuskerforum.com
- a390forum.com

- ninja-e.org
- amrapideforum.com
- motorcycle-insurance.net
- carsharingchat.com
- xsforums.com
- jimny4gforum.com
- idgti.org
- handymanforum.net
- rx-9club.com
- alfettaforum.com
- infinitievforum.com
- hysterectomyresearch.com
- mysurffishers.com
- evoqueforum.com
- sportageforums.com
- misterhystersisters.com
- civic12forum.com
- z1100riders.com
- celicamk8.com
- kleforums.com
- topolinoforum.com
- ramdakota-forum.com
- f450gsforum.com
- dolphinsurfowners.com
- forasupport.com
- micraevforum.com
- g50forum.com
- modelqchat.com
- cupraforums.com
- preludeev.org
- fireflyevforum.com
- grcelicaforum.com
- flyingfleaforum.com
- trdhammerclub.com
- silverado5g.com
- grandtheftauto6forum.com
- mach4club.com
- defendersport.net

Second Media Corp.:

- rugerforum.net
- sigtalk.com
- hkpro.com
- trapshooters.com
- coltforum.com
- marlinowners.com
- taurusarmed.net
- waltherforums.com
- theakforum.net
- smithandwessonforums.com
- m14forum.com
- mp-pistol.com
- defensivecarry.com
- fnforum.net
- 1919a4.com
- longislandfirearms.com
- handgunforum.net
- nyfirearms.com
- xdtalk.com
- airsoftsniperforum.com
- kimbertalk.com
- sniperforums.com
- glock.pro
- gunco.net
- nationalgunforum.com
- 68forums.com
- shotgunforums.com
- 700rifle.com
- gunhub.com
- floridaconcealedcarry.com
- xcrforum.com
- ncgunowners.com
- pistolsmith.com
- sigarms556.com
- keltecforum.com
- armslocker.com
- ar15forums.com
- rugerpistolforums.com
- gunnerforum.com
- glockforum.net
- acrforum.com
- kahrforum.com
- handgunsandammuniti
on.com
- 1911talk.com
- gunforums.net
- bersapistolforum.com
- arizonagunowners.com
- shootersrealm.com
- wethearmed.com
- utahconcealedcarry.co
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**APPENDIX “B” TO THE STATEMENT OF CLAIM
VERTICALSCOPE’S TERMS OF USE**

117. Each of VerticalScope’s Websites, such as those described in Appendix “A”, is governed by publicly available agreements that specify the terms under which the information published on those websites, including the Works, may be used (described above as Terms of Use). This Schedule provides a “walk-through” of the changes to the Terms of Use for each Website.

FEBRUARY 23, 2015

1. From on or about February 23, 2015, VerticalScope published Terms of Use on its Websites, including the following provisions:

Access and Use; Jurisdiction and Governing Law

By accessing [the VerticalScope Website] you are agreeing to be bound by these Web Site Terms & Conditions of Use and all applicable laws and regulations, and you agree that you are solely responsible for compliance with any applicable local laws. If you do not agree with any of these terms, do not use this site. Any claim relating to [the VerticalScope Website] shall be governed by the laws of the Province of Ontario, Canada. The materials contained on the Web Site are protected by applicable copyright and trademark laws.

The Web Site is provided for informational purposes only, and is not intended for trading or investing purposes, or for commercial use. The Web Site should not be used in any high risk activities where damage or injury to persons, property, environment, finances or business may result if an error occurs. You expressly assume all risk for such use.

Due to the nature of the Internet, it is not possible for [the VerticalScope Website] to restrict access to its web site only to those jurisdictions in which it does business. Some or all of the products and services offered on this web site may not be eligible for solicitation in your jurisdiction. If you are accessing this web site from such a jurisdiction, you should not consider anything on this site as an offer to sell or as a solicitation to the public to purchase any product or service from [the VerticalScope Website]. This site is for use only by persons residing in jurisdictions where such products and services may legally be sold.

[The VerticalScope Website] offers services and programs in many parts of the world. The web site may refer to certain services or programs that are not available worldwide. Without specifically limiting the offers made on this web site, reference to such services or programs does not imply that [the VerticalScope Website] intends to offer such service or programs in all countries or locations.

Unless otherwise specified, the materials contained on the Web Site are presented solely for the purpose of providing information to persons primarily located in Ontario, Canada.

This site is controlled and operated by VerticalScope Inc. from its offices in Toronto, Ontario, Canada. [The VerticalScope Website] makes no representation that any of the materials contained in the Web Site are appropriate or available for use in other locations or jurisdictions. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada and users of the Web Site irrevocably attorn to the jurisdiction of the courts of the Province of Ontario. Any provisions of this Agreement which are or may be rendered invalid, unenforceable or illegal, shall be ineffective only to the extent of such invalidity, unenforceability or illegality, without affecting the validity, enforceability or legality of the remaining provisions of this Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties.

Preservation of Intellectual Property Rights

All material on this site, including, but not limited to images, illustrations and multimedia materials, is protected by copyrights which are owned and controlled by [the VerticalScope Website] or by other parties that have licensed their material to [the VerticalScope Website]. Material from this Web Site or from any other web site owned, operated, licensed or controlled by VerticalScope Inc. may not be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way. Modification of the materials or use of the materials for any other purpose is a violation of the copyrights and other proprietary rights held by the respective providers thereof. The use of any such material on any other web site, ftp server or network environment is prohibited.

Limited License

[The VerticalScope Website] hereby grants you a limited license to view on your computer, print, or download any content made available on the Web Site for which a fee is not charged, for noncommercial, personal, or educational purposes only. Without limiting the generality of the foregoing you may not make any commercial use of such content, either alone or in or with any product which you distribute, or copy or host such content on your or any other person's web site or FTP server. Nothing contained in this limited license shall be deemed as conferring any right in any copyright, trademark, trade name or other proprietary property of [the VerticalScope Website] or any other party who owns or has proprietary rights to the content, information and materials provided on the Web Site.

Submissions

[...] In order to maintain an informative and valuable service that meets the needs of the users of the Web Site and avoids the harm that can result from disseminating statements that are false, malicious, in violation of the rights of others, or otherwise harmful, it is necessary to establish the following rules to protect against abuse.

You may not:

- Restrict or inhibit any other user from using and enjoying the Web Site.
- Use the Web Site to impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.
- Interfere with or disrupt any servers or networks used to provide the Web Site or its features, or disobey any requirements, procedures, policies or regulations of the networks we use to provide the Web Site.
- Use the Web Site to instigate or encourage others to commit illegal activities or cause injury or property damage or interfere with business interests or contractual relations of any person.
- Gain unauthorized access to the Web Site, or any account, computer system, or network connected to this Web Site, by means such as hacking, password mining or other illicit means.
- Obtain or attempt to obtain any materials or information through any means not intentionally made available through this Web Site.
- Use the Web Site to post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, provincial, national or international law.
- Use the Web Site to post or transmit any information, software or other material that violates or infringes upon the rights of others, including material that is an invasion of privacy or publicity rights or that is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or rights holder.
- Use the Web Site to post or transmit any information, software or other material that contains a virus or other harmful component.
- Use the Web Site to post, transmit or in any way exploit any information, software or other material for commercial purposes, or that contains advertising.

- Use the Web Site to advertise or solicit to anyone to buy or sell products or services, to cease using the Web Site, to visit another competing Web Site, or to make donations of any kind, without our express written approval.
- Gather for marketing purposes any email addresses or other personal information that has been posted by other users of the Site.

You may not use the Web Site to impersonate another person or misrepresent that you have authorization to act on behalf of [the VerticalScope Website] or any other party. [...]

Any attempt to alter the system configuration, to breach the security of the network, to gain unauthorized access to other users[,], email accounts, or any other attempt at 'hacking', is prohibited, and will result in the immediate cancellation of all access and privileges and the possibility of criminal and/or civil charges being brought.

You agree to indemnify [the VerticalScope Website] and VerticalScope Inc. and each of its officers, directors, employees, agents, distributors and affiliates from and against any and all third party claims, demands, liabilities, costs, or expenses, including reasonable legal fees, resulting from your breach of any of the foregoing provisions.

Copyright Infringement Policy

[The VerticalScope Website] and VerticalScope Inc. reserve the right, but not the obligation, to terminate your license to use the Web Site if determined in the sole and absolute discretion of [the VerticalScope Website] or VerticalScope Inc. that you are involved in infringing activity, including alleged acts of first-time or repeat infringement, regardless of whether the material or activity is ultimately determined to be infringing. [...]

Termination

We may cancel or terminate your right to use the Web Site or any part of the Web Site at any time without notice. In the event of cancellation or termination, you are no longer authorized to access the part of the Web Site affected by such cancellation or termination. The restrictions imposed on you with respect to material downloaded from the Web Site, and the disclaimers and limitations of liabilities set forth in these Terms and Conditions of Service, shall survive.

NOVEMBER 13, 2020

2. From on or about November 13, 2020, VerticalScope published Terms of Use on its Websites, including the following provisions:

Access and Use; Jurisdiction and Governing Law

By accessing [the VerticalScope Website] you are agreeing to be bound by these Web Site Terms & Conditions of Use and all applicable laws and regulations, and you agree that you are solely responsible for compliance with any applicable local laws. If you do not agree with any of these terms, do not use this site. Any claim relating to [the VerticalScope Website] shall be governed by the laws of the Province of Ontario, Canada. The materials contained on the Web Site are protected by applicable copyright and trademark laws.

The Web Site is provided for informational purposes only, and is not intended for trading or investing purposes, or for commercial use. The Web Site should not be used in any high risk activities where damage or injury to persons, property, environment, finances or business may result if an error occurs. You expressly assume all risk for such use.

Due to the nature of the Internet, it is not possible for [the VerticalScope Website] to restrict access to its web site only to those jurisdictions in which it does business. Some or all of the products and services offered on this web site may not be eligible for solicitation in your jurisdiction. If you are accessing this web site from such a jurisdiction, you should not consider anything on this site as an offer to sell or as a solicitation to the public to purchase any product or service from [the VerticalScope Website]. This site is for use only by persons residing in jurisdictions where such products and services may legally be sold.

[The VerticalScope Website] offers services and programs in many parts of the world. The web site may refer to certain services or programs that are not available worldwide. Without specifically limiting the offers made on this web site, reference to such services or programs does not imply that [the VerticalScope Website] intends to offer such service or programs in all countries or locations.

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This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada and users of the Web Site irrevocably attorn to the jurisdiction of the courts of the Province of Ontario. Any provisions of this

Agreement which are or may be rendered invalid, unenforceable or illegal, shall be ineffective only to the extent of such invalidity, unenforceability or illegality, without affecting the validity, enforceability or legality of the remaining provisions of this Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties.

Submissions

[...] In order to maintain an informative and valuable service that meets the needs of the users of the Web Site and avoids the harm that can result from disseminating statements that are false, malicious, in violation of the rights of others, or otherwise harmful, it is necessary to establish the following rules to protect against abuse.

You may not:

- Restrict or inhibit any other user from using and enjoying the Web Site.
- Use the Web Site to impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.
- Interfere with or disrupt any servers or networks used to provide the Web Site or its features, or disobey any requirements, procedures, policies or regulations of the networks we use to provide the Web Site.
- Use the Web Site to instigate or encourage others to commit illegal activities or cause injury or property damage or interfere with business interests or contractual relations of any person.
- Gain unauthorized access to the Web Site, or any account, computer system, or network connected to this Web Site, by means such as hacking, password mining or other illicit means.
- Obtain or attempt to obtain any materials or information through any means not intentionally made available through this Web Site.
- Use the Web Site to post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, provincial, national or international law.
- Use the Web Site to post or transmit any information, software or other material that violates or infringes upon the rights of others, including material that is an invasion of privacy or publicity rights or that is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or rights holder.

- Use the Web Site to post or transmit any information, software or other material that contains a virus or other harmful component.
- Use the Web Site to post, transmit or in any way exploit any information, software or other material for commercial purposes, or that contains advertising.
- Use the Web Site to advertise or solicit to anyone to buy or sell products or services, to cease using the Web Site, to visit another competing Web Site, or to make donations of any kind, without our express written approval.
- Gather for marketing purposes any email addresses or other personal information that has been posted by other users of the Site.

You may not use the Web Site to impersonate another person or misrepresent that you have authorization to act on behalf of [the VerticalScope Website] or any other party. [...]

Any attempt to alter the system configuration, to breach the security of the network, to gain unauthorized access to other users, email accounts, or any other attempt at 'hacking', is prohibited, and will result in the immediate cancellation of all access and privileges and the possibility of criminal and/or civil charges being brought.

You agree to indemnify [the VerticalScope Website] and VerticalScope and each of its officers, directors, employees, agents, distributors and affiliates from and against any and all third party claims, demands, liabilities, costs, or expenses, including reasonable legal fees, resulting from your breach of any of the foregoing provisions. Limited License

[The VerticalScope Website] hereby grants you a limited license to view on your computer, print, or download any content made available on the Web Site for which a fee is not charged, for non-commercial, personal, or educational purposes only. Without limiting the generality of the foregoing you may not make any commercial use of such content, either alone or in or with any product which you distribute, or copy or host such content on your or any other person's web site or FTP server. Nothing contained in this limited license shall be deemed as conferring any right in any copyright, trademark, trade name or other proprietary property of [the VerticalScope Website] or any other party who owns or has proprietary rights to the content, information and materials provided on the Web Site.

Preservation of Intellectual Property Rights

All material on this site, including, but not limited to images, illustrations and multimedia materials, is protected by copyrights which are owned and controlled by [the VerticalScope Website] or by other parties that have licensed their material to [the VerticalScope Website]. Material from this Web Site or from any other web site owned, operated, licensed or controlled by VerticalScope may not be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way. Modification of the materials or use of the materials for any other purpose is a violation of the copyrights and other proprietary rights held by the respective providers thereof. The use of any such material on any other web site, ftp server or network environment is prohibited.

Termination

We may cancel or terminate your right to use the Web Site or any part of the Web Site at any time without notice. In the event of cancellation or termination, you are no longer authorized to access the part of the Web Site affected by such cancellation or termination. The restrictions imposed on you with respect to material downloaded from the Web Site, and the disclaimers and limitations of liabilities set forth in these Terms and Conditions of Service, shall survive.

MAY 6, 2022

3. From on or about May 6, 2022, VerticalScope published Terms of Use on its Websites, including the following provisions:

Access and Use; Jurisdiction and Governing Law

By accessing [the VerticalScope Website] you are agreeing to be bound by these Web Site Terms & Conditions of Use and all applicable laws and regulations, and you agree that you are solely responsible for compliance with any applicable local laws. If you do not agree with any of these terms, do not use this site. Any claim relating to [the VerticalScope Website] shall be governed by the laws of the Province of Ontario, Canada. The materials contained on the Web Site are protected by applicable copyright and trademark laws.

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[The VerticalScope Website] offers services and programs in many parts of the world. The web site may refer to certain services or programs that are not available worldwide. Without specifically limiting the offers made on this web site, reference to such services or programs does not imply that [the VerticalScope Website] intends to offer such service or programs in all countries or locations.

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Agreement which are or may be rendered invalid, unenforceable or illegal, shall be ineffective only to the extent of such invalidity, unenforceability or illegality, without affecting the validity, enforceability or legality of the remaining provisions of this Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties.

Submissions

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- Use the Web Site to instigate or encourage others to commit illegal activities or cause injury or property damage or interfere with business interests or contractual relations of any person.
- Gain unauthorized access to the Web Site, or any account, computer system, or network connected to this Web Site, by means such as hacking, password mining or other illicit means.
- Obtain or attempt to obtain any materials or information through any means not intentionally made available through this Web Site.
- Use the Web Site to post or transmit any unlawful, harmful, threatening, abusive, libelous, flaming, hateful, offensive (whether in relation to sex, race, religion or otherwise), defamatory, obscene, vulgar, harassing, pornographic, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, provincial, national or international law.
- Use the Web Site to post or transmit any information, software or other material that violates or infringes upon the rights of others, including material that is an invasion of privacy or publicity rights or that is protected by copyright, trademark

or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or rights holder.

- Use the Web Site to post or transmit any information, software or other material that contains a virus or other harmful component.
- Use the Web Site to post, transmit or in any way exploit any information, software or other material for commercial purposes, or that contains advertising.
- Use the Web Site to advertise or solicit to anyone to buy or sell products or services, to cease using the Web Site, to visit another competing Web Site, or to make donations of any kind, without our express written approval.
- Gather for marketing purposes any email addresses or other personal information that has been posted by other users of the Site.

You may not use the Web Site to impersonate another person or misrepresent that you have authorization to act on behalf of [the VerticalScope Website] or any other party. [...]

Any attempt to alter the system configuration, to breach the security of the network, to gain unauthorized access to other users, email accounts, or any other attempt at 'hacking', is prohibited, and will result in the immediate cancellation of all access and privileges and the possibility of criminal and/or civil charges being brought.

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Limited License

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Website]. Material from this Web Site or from any other web site owned, operated, licensed or controlled by VerticalScope may not be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way. Modification of the materials or use of the materials for any other purpose is a violation of the copyrights and other proprietary rights held by the respective providers thereof. The use of any such material on any other web site, ftp server or network environment is prohibited.

Termination

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JULY 4, 2024

4. From on or about July 4, 2024, VerticalScope published Terms of Use on its Websites, including the following provisions:

Access and Use; Jurisdiction and Governing Law

By accessing [the VerticalScope Website] you are agreeing to be bound by these Web Site Terms & Conditions of Use and all applicable laws and regulations, and you agree that you are solely responsible for compliance with any applicable local laws. If you do not agree with any of these terms, do not use this site. Any claim relating to [the VerticalScope Website] shall be governed by the laws of the Province of Ontario, Canada. The materials contained on the Web Site are protected by applicable copyright and trademark laws.

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ineffective only to the extent of such invalidity, unenforceability or illegality, without affecting the validity, enforceability or legality of the remaining provisions of this Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties.

Submissions

[...] In order to maintain an informative and valuable service that meets the needs of the users of the Web Site and avoids the harm that can result from disseminating statements that are false, malicious, in violation of the rights of others, or otherwise harmful, it is necessary to establish the following rules to protect against abuse.

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- Use the Web Site to instigate or encourage others to commit illegal activities or cause injury or property damage or interfere with business interests or contractual relations of any person.
- Gain unauthorized access to the Web Site, or any account, computer system, or network connected to this Web Site, by means such as hacking, password mining or other illicit means.
- Obtain or attempt to obtain any materials or information through any means not intentionally made available through this Web Site.
- Use the Web Site to post or transmit any unlawful, harmful, threatening, abusive, libelous, flaming, hateful, offensive (whether in relation to sex, race, religion or otherwise), defamatory, obscene, vulgar, harassing, pornographic, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, provincial, national or international law.
- Use the Web Site to post or transmit any information, software or other material that violates or infringes upon the rights of others, including material that is an invasion of privacy or publicity rights or that is protected by copyright, trademark

or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or rights holder.

- Use the Web Site to post or transmit any information, software or other material that contains a virus or other harmful component.
- Use the Web Site to post, transmit or in any way exploit any information, software or other material for commercial purposes, or that contains advertising.
- Use the Web Site to advertise or solicit to anyone to buy or sell products or services, to cease using the Web Site, to visit another competing Web Site, or to make donations of any kind, without our express written approval.
- Scrape the Web Site or gather for marketing purposes any email addresses or other personal information that has been posted by other users of the Site.

You may not use the Web Site to impersonate another person or misrepresent that you have authorization to act on behalf of [the VerticalScope Website] or any other party. [...]

Any attempt to alter the system configuration, to breach the security of the network, to gain unauthorized access to other users, email accounts, or any other attempt at 'hacking', is prohibited, and will result in the immediate cancellation of all access and privileges and the possibility of criminal and/or civil charges being brought.

You agree to indemnify [the VerticalScope Website] and VerticalScope and each of its officers, directors, employees, agents, distributors and affiliates from and against any and all third party claims, demands, liabilities, costs, or expenses, including reasonable legal fees, resulting from your breach of any of the foregoing, or other provisions of these Terms and Conditions of Service.

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Termination

We may cancel or terminate your right to use the Web Site or any part of the Web Site at any time without notice. In the event of cancellation or termination, you are no longer authorized to access the part of the Web Site affected by such cancellation or termination. The restrictions imposed on you with respect to material downloaded from the Web Site, and the disclaimers and limitations of liabilities set forth in these Terms and Conditions of Service, shall survive.

JULY 5, 2025

5. From on or about July 5, 2025, VerticalScope published Terms of Use on its Websites, including the following provisions:

Access and Use; Jurisdiction and Governing Law

By accessing [the VerticalScope Website] you are agreeing to be bound by these Web Site Terms & Conditions of Use and all applicable laws and regulations, and you agree that you are solely responsible for compliance with any applicable local laws. If you do not agree with any of these terms, do not use this site. Any claim relating to [the VerticalScope Website] shall be governed by the laws of the Province of Ontario, Canada. The materials contained on the Web Site are protected by applicable copyright and trademark laws.

The Web Site is provided for informational purposes only, and is not intended for trading or investing purposes, or for commercial use. The Web Site should not be used in any high risk activities where damage or injury to persons, property, environment, finances or business may result if an error occurs. You expressly assume all risk for such use.

Due to the nature of the Internet, it is not possible for [the VerticalScope Website] to restrict access to its web site only to those jurisdictions in which it does business. Some or all of the products and services offered on this web site may not be eligible for solicitation in your jurisdiction. If you are accessing this web site from such a jurisdiction, you should not consider anything on this site as an offer to sell or as a solicitation to the public to purchase any product or service from [the VerticalScope Website]. This site is for use only by persons residing in jurisdictions where such products and services may legally be sold.

[The VerticalScope Website] offers services and programs in many parts of the world. The web site may refer to certain services or programs that are not available worldwide. Without specifically limiting the offers made on this web site, reference to such services or programs does not imply that [the VerticalScope Website] intends to offer such service or programs in all countries or locations.

Unless otherwise specified, the materials contained on the Web Site are presented solely for the purpose of providing information to persons primarily located in Ontario, Canada.

This site is controlled and operated by VerticalScope from its offices in Toronto, Ontario, Canada. [The VerticalScope Website] makes no representation that any of the materials contained in the Web Site are appropriate or available for use in other locations or jurisdictions. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada and users of the Web Site irrevocably attorn to the jurisdiction of the courts of the Province of Ontario. Any provisions of this

Agreement which are or may be rendered invalid, unenforceable or illegal, shall be ineffective only to the extent of such invalidity, unenforceability or illegality, without affecting the validity, enforceability or legality of the remaining provisions of this Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties.

Submissions

In order to maintain an informative and valuable service that meets the needs of the users of the Web Site and avoids the harm that can result from disseminating statements that are false, malicious, in violation of the rights of others, or otherwise harmful, it is necessary to establish the following rules to protect against abuse.

You may not:

- Restrict or inhibit any other user from using and enjoying the Web Site.
- Use the Web Site to impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.
- Interfere with, disrupt or overburden any servers or networks used to provide the Web Site or its features, or disobey any requirements, procedures, policies or regulations of the networks we use to provide the Web Site.
- Use the Web Site to instigate or encourage others to commit illegal activities or cause injury or property damage or interfere with business interests or contractual relations of any person.
- Gain unauthorized access to the Web Site, or any account, computer system, or network connected to this Web Site, by means such as hacking, password mining or other illicit means.
- Obtain or attempt to obtain any materials or information through any means not intentionally made available through this Web Site.
- Use the Web Site to post or transmit any unlawful, harmful, threatening, abusive, libelous, flaming, hateful, offensive (whether in relation to sex, race, religion or otherwise), defamatory, obscene, vulgar, harassing, pornographic, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, provincial, national or international law.
- Use the Web Site to post or transmit any information, software or other material that violates or infringes upon the rights of others, including material that is an invasion of privacy or publicity rights or that is protected by copyright, trademark

or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or rights holder.

- Use the Web Site to post or transmit any information, software or other material that contains a virus or other harmful component.
- Use the Web Site to post, transmit or in any way exploit any information, software or other material for commercial purposes, or that contains advertising.
- Use the Web Site to advertise or solicit to anyone to buy or sell products or services, to cease using the Web Site, to visit another competing Web Site, or to make donations of any kind, without our express written approval.
- Scrape the Web Site or gather for marketing purposes any email addresses or other personal information that has been posted by other users of the Site.

You may not use the Web Site to impersonate another person or misrepresent that you have authorization to act on behalf of [the VerticalScope Website] or any other party. [...]

Any attempt to alter the system configuration, to breach the security of the network, to gain unauthorized access to other users, email accounts, or any other attempt at 'hacking', is prohibited, and will result in the immediate cancellation of all access and privileges and the possibility of criminal and/or civil charges being brought.

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MAY 4, 2026

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- Use the Web Site to instigate or encourage others to commit illegal activities or cause injury or property damage or interfere with business interests or contractual relations of any person.
- Gain unauthorized access to the Web Site, or any account, computer system, or network connected to this Web Site, by means such as hacking, password mining or other illicit means.
- Obtain or attempt to obtain any materials or information through any means not intentionally made available through this Web Site.
- Use the Web Site to post or transmit any unlawful, harmful, threatening, abusive, libelous, flaming, hateful, offensive (whether in relation to sex, race, religion or otherwise), defamatory, obscene, vulgar, harassing, pornographic, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, provincial, national or international law.
- Use the Web Site to post or transmit any information, software or other material that violates or infringes upon the rights of others, including material that is an invasion of privacy or publicity rights or that is protected by copyright, trademark

or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or rights holder.

- Use the Web Site to post or transmit any information, software or other material that contains a virus or other harmful component.
- Use the Web Site to post, transmit or in any way exploit any information, software or other material for commercial purposes, or that contains advertising.
- Use the Web Site to advertise or solicit to anyone to buy or sell products or services, to cease using the Web Site, to visit another competing Web Site, or to make donations of any kind, without our express written approval.
- Access, search, or collect data from the Web Site by any means (automated or otherwise, including web scraping or any access in violation of our robots.txt file), or by use of any automated tools, services or technologies (including artificial intelligence, machine learning systems or large language models) to scrape, collect, train on, or otherwise process Content, except as permitted in these Terms or through a separate, written agreement with us.

You may not use the Web Site to impersonate another person or misrepresent that you have authorization to act on behalf of [the VerticalScope Website] or any other party. [...]

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118. OpenAI has breached the above Terms of Use at the relevant times by:

- (a) Making use of VerticalScope's Works for purposes other than personal, non-commercial use;
- (b) Relatedly, using VerticalScope's Works for commercial purposes without their consent;
- (c) Accessing and using VerticalScope's Works in a manner that harms the interests of VerticalScope;
- (d) Circumventing the established restrictions on use or access to VerticalScope's Websites;
- (e) Using the Works to develop its software programs and train its AI systems;
- (f) Using robots, spiders, and other automatic means to scrape or mine data or information from the Websites without prior written consent of VerticalScope;
- (g) Using the Works in ways other than as explicitly set forth in the Terms without the prior written consent of any of the VerticalScope or the third party who may own the content displayed on VerticalScope Websites;
- (h) Reproducing, selling, republishing, broadcasting, distributing, making derivative use of and/or otherwise making the Works available, including by framing, caching, using robots, spiders, scripts, software or any manual or automatic device, tool, or process designed to data mine or scrape the content, data or information from the

Websites, and/or otherwise using, accessing, or collecting the Works, data or information from the Websites using similar automated means.

119. OpenAI has intentionally interfered with VerticalScope's contractual relations with Third-Party Crawlers by causing the Third-Party Crawlers to breach VerticalScope's Terms of Use at the relevant times, including by causing the Third-Party Crawlers to:

- (a) Make use of VerticalScope's Websites for purposes other than personal, non-commercial use;
- (b) Relatedly, use VerticalScope's Websites for commercial purposes without their consent;
- (c) Access and use VerticalScope's Works in a manner that harms the interests of VerticalScope;
- (d) Circumvent the established restrictions on use or access to VerticalScope's Websites;
- (e) Use the Works to develop datasets for training AI systems;
- (f) Use robots, spiders, and other automatic means to scrape or mine data or information from the Websites without prior written consent of VerticalScope
- (g) Use the Works in ways other than as explicitly set forth in the Terms without the prior written consent of any of the VerticalScope or the third party who may own the content displayed on VerticalScope Websites;

- (h) Reproduce, sell, republish, broadcast, distribute, make derivative use of and/or otherwise make the Works available, including by framing, caching, using robots, spiders, scripts, software or any manual or automatic device, tool, or process designed to data mine or scrape the content, data or information from the Websites, and/or otherwise use, access, or collect the Works, data or information from the Websites using similar automated means.

VERTICALSCOPE INC. and SECOND MEDIA CORP.
Plaintiffs

-and- OPENAI FOUNDATION et al.
Defendants

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

STATEMENT OF CLAIM

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