

## TERMS OF USE

**Last Revised: 05/01/2022**

Welcome to [www.vwmason.com](http://www.vwmason.com) (the "**Site**"). VWMason Technology Consultants Ltd. or its affiliates or subsidiaries ("**we**", "**us**", "**our**", and similar expressions) provide this website and the other products and services available through the Site.

**By using the Site and any of its related websites or sub-domains, you agree to these conditions (the "Terms"). Please read them carefully. If you do not agree to these Terms, you should not access or use this Site. These Terms contain disclaimers and other provisions that limit our liability to you.**

## OWNERSHIP OF THE SITE AND YOUR ACCESS TO AND USE OF THE SITE

### 1. Copyright, Trademarks, and other Intellectual Property

Unless we expressly say otherwise, the Site and all text, pictures, graphics, music, sound files, bar codes, video, galleries of photography, art, film, or other media, data, information, software, files, hyperlinks, displays, and other content and materials used in or associated with the Site and the selection and arrangement of them (collectively "**Content**") are our property or that of our licensors.

Our trademarks (whether registered or unregistered), trade names, service marks, graphics, and logos (collectively, the "**Marks**") used in connection with the Site are our property. Other trademarks, trade names, service marks, graphics, and logos used in connection with the Site are the property of their respective owners (collectively "**Third Party Marks**"). The Marks and Third Party Marks may not be copied, imitated, or used, in whole or in part, without the prior written permission of us or the applicable owner.

The Site, Content, Marks, and Third Party Marks (collectively, the "**Site Materials**") are protected by Canadian (including federal and provincial) and international copyright, trademark, patent, and trade secret laws and other proprietary rights, and may have security components that protect digital information contained within them to be used only as authorized by us or the owner of the relevant Site Materials. All rights in the Site Materials not expressly granted by these Terms are reserved.

### 2. User License

Subject to these Terms, we grant you a personal, non-exclusive, non-transferable, limited, and revocable license to use the Site for personal or business use only in accordance with these Terms ("**User License**"). Any use of the Site in any other manner without our permission, including, without limitation, commercial purposes or resale, transfer, modification, or distribution of the Site or Site Materials is prohibited. Unless expressly stated, nothing in these Terms confers in any manner, whether by implication, estoppel or otherwise, any title or ownership of, or exclusive use-rights to, any intellectual property or other right and any goodwill associated with the Site Materials. These Terms and the User License also govern any updates to, or supplements or replacements for, the Site, unless separate terms accompany such updates, supplements, or

replacements, in which case the separate terms will apply.

### 3. **Minors and Access to the Site**

The Site is not targeted toward, nor intended for use by, anyone under the age of 13. You must be at least age 13 to access and use the Site. If you are between the ages of 13 and the age of majority in your province or territory of residence, you may only use the Site under the supervision of a parent or legal guardian who agrees to be bound by these Terms. In cases where you have authorized a minor to use the Site, you recognize that you are fully responsible for: (a) the online conduct of such minor; (b) controlling the minor's access to and use of the Site; and (c) the consequences of any misuse by the minor. You acknowledge that some of the areas of the Site may contain material that is not meant for minors and should not be accessed by a minor.

### 4. **Acceptable Use**

Your use of the Site, any Site Materials, and any information provided by you ("**User Information**"), including user names and passwords, addresses, e-mail addresses, phone numbers, financial information (including credit card numbers), and other personal information you provide when you create an account on the Site, through the Site is meant to be limited to the intended functionality of the Site.

In no event may the Site be used in a manner that:

- a. harasses, abuses, stalks, threatens, defames, or otherwise infringes or violates the rights of any other party (including but not limited to rights of publicity or other proprietary rights);
- b. is unlawful, fraudulent, or deceptive;
- c. is obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable, false or misleading;
- d. provides sensitive personal information unless specifically requested by us;
- e. includes mass mailings or any form of "spam" or unsolicited commercial electronic messages or any unsolicited advertising or political campaigning;
- f. uses technology or other means to access the Site Materials that is not authorized by us;
- g. uses or launches any automated system, including without limitation, "bots," "spiders," or "offline readers," to access the Site or Site Materials;
- h. attempts to introduce viruses or any other computer code, files, or programs that interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment;
- i. attempts to gain unauthorized access to our computer network or user accounts;
- j. encourages conduct that would constitute a criminal offense or that gives rise to civil liability;
- k. violates these Terms;
- l. attempts to damage, disable, overburden, or impair our servers or networks;
- m. impersonates any person or entity or otherwise misrepresents your identity or affiliation with another person or entity; or

- n. fails to comply with applicable third party terms.

We reserve the right, in our sole discretion, to terminate any User License, terminate your access to the Site, remove Content, or take legal action regarding Site Materials or use of the Site that we believe is or might be in violation of these Terms or our other policies and conditions posted to the Site from time to time. Our failure or delay in taking such actions is not a waiver of our rights to enforce these Terms.

## 5. **Software Tools**

The Site may provide you with access to software to enhance your experience with the Site ("**Software**"). We reserve the right periodically to update or change the Software remotely or otherwise. You may use the Software only in connection with the Site and for no other purpose.

Software that enhances your experience of the Site may be subject to an end user license agreement or terms of service. Your use of the Software is subject to any such license or terms of service and you agree to abide by the terms of such license or terms of service in respect of your use of the Software.

For Software not accompanied by a separate license agreement or terms of service, you are granted a revocable, non-exclusive, non-transferable license by us or our licensors to use the Software (and any corrections, updates, and upgrades thereto) solely in connection with your use of the Site. You may not make any copies of the Software. You agree that the Software is confidential information of us or our licensors and that you will not disclose or use the Software except with our prior written consent. You further agree that we, including our suppliers, shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with your use of, or reliance on, the Software, including the failure of the Software to meet your needs, standards, expectations, or specifications.

## 6. **Third Party Content, Sites, and Products and Services**

We may provide third party content on the Site (including embedded content) or links to third party web pages, content, applications, products and services, including advertisements and promotions (collectively, "**Third Party Content**") as a service to those interested in this information. We do not control, endorse, or adopt any Third Party Content. Including a link to Third Party Content in our Site does not imply we have an affiliation with, or endorse any site or any information contained in, such Third Party Content, and we can make no guarantee as to its accuracy or completeness.

You acknowledge and agree that we are not responsible or liable in any manner for any Third Party Content and we undertake no responsibility to update or review such Third Party Content. You agree to use such Third Party Content at your own risk. When you visit other sites via Third Party Content or participate in promotions or business dealings with third parties, you should understand that our Terms and policies no longer govern, and that the terms and policies of those third party sites will now apply. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from our Site. You must comply with any applicable third party terms when using the Site.

## 7. **Errors, Inaccuracies, and Omissions; Modifications to the Site**

Occasionally there may be information on our Site that contains typographical errors, inaccuracies, or omissions, including related to: availability of any photography, art, video, or other media featured in a gallery or details about the author or creator of such materials; and other details such as pricing, offers, and availability of products and services featured on or available through the Site. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information at any time without prior notice. We undertake no obligation to update, amend, or clarify information in the Site or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Site or on any related website, should be taken to indicate that all information in the Site or on any related website has been modified or updated.

We reserve the right to modify or discontinue, temporarily or permanently, the Site in whole or in part without prior notice and you agree that we will not be liable for any modification, suspension, or discontinuance.

#### **8. Links to or Away from the Site**

You are granted a limited, non-exclusive right to create hyperlinks to the Site for non-commercial purposes, provided such links do not portray us in a false, misleading, derogatory, or otherwise defamatory manner and provided further that the linking site does not contain any obscene, pornographic, sexually explicit, or illegal material or any material that is offensive, harassing, or otherwise objectionable. This limited right may be revoked at any time.

You may not use our Marks to link to our Site without our express written permission. Further, you may not use any of our Marks or other proprietary information, including the images found at the Site, the text or the layout or design of any page, or any form contained on a page on the Site, without our express written consent. Except as noted above, you are not given any right or license by implication, estoppel, or otherwise in or under any patent, trademark, copyright, or proprietary right we have or those of any third party.

We make no claim or representation regarding, and accept no responsibility for, the quality, content, nature, or reliability of websites linking to the Site. Such sites are not under our control and we are not responsible for the content of any linked site or any link contained in a linked site, or any review, changes, or updates to such sites.

#### **9. User Accounts**

Certain features made available on the Site may require registration or subscription and an account. Should you choose to register or subscribe for an account, you agree to provide accurate and current information about you during the registration or subscription process, and to promptly update such information as necessary so that it is accurate and complete. You are responsible for protecting your account and passwords and for all use of your account by you and other users (authorized or not). You must notify us immediately if you suspect unauthorized use of your account. You agree that we may rely on any changes you make to your account (such as requested changes to your services) and shall not be responsible for any errors or omissions in any changes you incorrectly request through your account. We shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with this section.

We reserve the right at any time to disable or terminate your account, any user name, password, or other identifier, whether chosen by you or provided by us, in our sole discretion for any or no reason, including any violation of any provision of these Terms.

## **SALES AND COMMERCE**

We offer a range of products or services, and sometimes additional terms may apply to them, including our sales and services terms and conditions we provide to you at the time of a transaction with you. In such cases, you also will be subject to the guidelines, terms, conditions, and agreements applicable to those products or services ("**Sales Terms**"). If these Terms are inconsistent with the Sales Terms, the Sales Terms will control.

All descriptions of products or services pricing is subject to change at any time without notice, at our sole discretion. We reserve the right to limit the sales or quantities of our products or services to any person, geographic region, or jurisdiction at any time, or to discontinue them at any time. We may exercise this right on a case-by-case basis. We shall not be liable to you or to any third party for any modification, price change, suspension, or discontinuance of our products or services.

You may need to provide a valid payment method to access our products or services. If there is a problem charging your selected payment method, we may charge any other valid payment method you have given us.

Any offer for any product or service made on this Site is void where prohibited. We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations.

Please see our Sales Terms for additional details and important conditions applicable to you.

## **PROFESSIONAL SERVICES**

Although we provide professional services, your access to, or use of, the Site does not create a professional-client or fiduciary relationship with us. While your use of the Site may facilitate access to, or communications with, the professionals that work with us by way of email or otherwise, our professional services are subject to a separate retainer agreement or professional services agreement that we will go over with you before we provide professional services to you.

## **DATA & COMMUNICATIONS**

### **1. Privacy**

Please read our Privacy Policy carefully to understand how we collect, use, and disclose personally identifiable information about you. By accessing or using the Site, you consent to all actions that we take regarding your data that are consistent with our Privacy Policy.

### **2. Electronic Communications**

When you use the Site to send us messages, or send e-mails, text messages, and other communications from any device to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you electronically in a variety of ways, such as by e-mail, text, in-

app push notices, or by posting notices and messages on the Site or through its communication functions. You agree that all agreements, notices, messages, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

## **INTELLECTUAL PROPERTY**

### **1. Patents**

One or more patents owned by us may apply to the Site, the services provided through the Site, or any products that may be featured on the Site from time to time. Portions of the Site and any related products and services may operate under license of one or more patents.

### **2. Notice for Making Claims of Copyright Infringement**

If you believe any material available via the Site infringes a copyright you own or control, you may file a notification of such infringement with us. Any notice of infringement should include the following information:

- a. A signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- b. A description of the copyrighted work or other intellectual property that you claim has been infringed;
- c. A description of where the material that you claim is infringing is located on the Site;
- d. Your address, telephone number, and email address;
- e. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- f. A statement by you that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

### **3. Feedback and Ideas That You Give Us**

Separate from the User Content you provide, you may submit questions, comments, feedback, suggestions, ideas, improvements, plans, notes, drawings, original or creative materials, or other information about us, our Site, and our products or services (collectively, "**Ideas**") through the Site or otherwise. The Ideas you submit are voluntary, non-confidential, gratuitous, and non-committal. Please do not send us Ideas if you expect to be paid for them or want to continue to own or claim rights in them; your Ideas might be great, but we may have already had the same or similar idea and we do not want disputes. You must also inform us if you have a pending or registered patent relative to the Idea.

You represent and warrant that your Idea is not subject to any confidentiality obligations or third party intellectual property encumbrances and that you own and control all of the rights to the Idea and have the authority to grant the rights to us that you grant according to these Terms.

By submitting your Idea, you grant us and our designees a worldwide, perpetual, irrevocable, non-exclusive,

fully-paid up, and royalty free license to use, sell, reproduce, prepare derivative works, combine with other works, alter, translate, distribute copies, display, perform, publish, license or sub-license the Idea and we shall be entitled to the unrestricted use and dissemination of Ideas for any purpose, commercial or otherwise, without acknowledgment or compensation to you. By submitting your Idea, you release us and shareholders, partners, employees, contractors, agents, officers, and directors from any claims that such use violates any of your rights.

We shall own exclusive rights, including all intellectual property rights, to any work we create or have created from the Idea or a similar idea of our own.

## **INDEMNITY AND LIMITS ON LIABILITY; DISPUTES**

### **1. Indemnification**

You agree to defend, indemnify, and hold harmless us, our parent entities, our subsidiaries, and any of our affiliated companies, our independent contractors, service providers and consultants, and their respective shareholders, partners, employees, contractors, agents, officers, and directors ("**Indemnitees**") from any and all claims, suits, damages, costs, lawsuits, fines, penalties, liabilities, and expenses (including attorneys' fees) ("**Claims**") that arise from or relate to your use or misuse of the Site, violation of these Terms, violation of any rights of a third party, any User Content or Ideas you provide, or your conduct in connection with the Site. Notwithstanding the foregoing, this indemnification provision shall not apply to any Claims caused by an Indemnitee's sole negligence. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate in asserting any available defenses.

### **2. Warranties; Disclaimers**

WE ARE PROVIDING THE SITE TO YOU "AS IS" AND YOU ARE USING THE SITE AT YOUR OWN RISK. TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES THAT THE SITE ARE MERCHANTABLE, RELIABLE, AVAILABLE, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED, NON-INFRINGEMENT, FREE OF DEFECTS OR VIRUSES, ABLE TO OPERATE ON AN UNINTERRUPTED BASIS, THAT THE USE OF THE SITE BY YOU IS IN COMPLIANCE WITH LAWS APPLICABLE TO YOU, OR THAT USER INFORMATION TRANSMITTED IN CONNECTION WITH THE SITE WILL BE SUCCESSFULLY, ACCURATELY, OR SECURELY TRANSMITTED OR RECEIVED. THE MATERIALS AND INFORMATION ON THE SITE MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS.

### **3. No Liability**

SUBJECT TO APPLICABLE LAW, IN NO EVENT SHALL WE OR OUR SHAREHOLDERS, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, OR AGENTS (A) BE LIABLE TO YOU WITH RESPECT TO USE OF THE SITE, THE CONTENT, OR THE MATERIALS CONTAINED IN OR ACCESSED THROUGH THE SITE (INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE ON ANY INFORMATION OBTAINED FROM US), OR ANY DAMAGES THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF OUTSIDE OF OUR CONTROL, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO OUR RECORDS,

PROGRAMS, OR SERVICES; OR (B) BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOSS, THEFT, OR CORRUPTION OF USER INFORMATION, OR THE INABILITY TO USE THE SITE OR ANY OF THEIR FEATURES. YOUR SOLE REMEDY IS TO CEASE USE OF THE SITE.

YOUR JURISDICTION MAY NOT ALLOW THE LIMITATION OF LIABILITY IN CONTRACTS IN WHOLE OR IN PART AS CONTEMPLATED BY THESE TERMS, SO SOME OR ALL OF THESE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

#### 4. **Arbitration**

Please read this section carefully. It affects rights that you may otherwise have. It provides for resolution of most disputes through arbitration instead of court trials and class actions. Arbitration is more informal than a lawsuit in court, uses a neutral arbitrator instead of a judge or jury, and discovery is more limited. Arbitration is final and binding and subject to only very limited review by a court. This arbitration clause shall survive termination of these Terms.

Any dispute or claim arising out of or relating to these Terms or use of the Site and your relationship with us or any of our subsidiary, parent, or affiliate companies (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory) will be resolved by binding arbitration.

For all disputes, you must first send a written description of your claim to us to allow us an opportunity to resolve the dispute. Each of us agrees to negotiate your claim in good faith. You may request arbitration if your claim or dispute cannot be resolved within 60 days.

The arbitration of any dispute or claim shall be conducted and finally resolved in accordance with the rules of the Canadian Arbitration Association ("**CAA**"), including the CAA's Arbitration Rules (as applicable), as modified by these Terms. Any arbitration will be held in a reasonably convenient location in Alberta or at another mutually agreed location. The arbitration will be conducted in the English language unless otherwise mutually agreed by us in writing or otherwise required by law. An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief, to the extent required to satisfy your individual claim, and must follow and enforce these Terms as a court would. Any arbitration shall be confidential, and neither you nor we may disclose the existence, content, or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction. There will be no appeal from the decision of the arbitrator on questions of fact, law, or mixed fact and law.

Each party will bear the fees and expense of its own attorneys, experts, witnesses and preparation and presentation of evidence at the arbitration.

Unless otherwise prohibited by law, you agree that any proceeding, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated, or representative action. If a court or arbitrator determines in an action between you and us that this class action waiver is unenforceable, the arbitration agreement will be void as to you. If for any reason a claim proceeds in court rather than through arbitration, we each waive any right to a jury trial.



## **GENERAL TERMS**

### **1. Governing Law and Jurisdiction**

These Terms and use of the Site are governed by the laws of Alberta and the federal laws of Canada applicable therein, without resort to conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods shall have no applicability. If the arbitration agreement is ever deemed unenforceable or void, you irrevocably consent to the exclusive jurisdiction of the courts in Alberta, Canada for purposes of any legal action arising out of or related to the use of the Site or these Terms.

### **2. Language**

By using the English version of the Site, the parties acknowledge and agree that they have required that this Agreement be prepared in the English language. En utilisant la version anglaise de les sites, les parties reconnaissent avoir exigé que la présente convention soit rédigée en anglais.

### **3. Termination**

Notwithstanding any of these Terms, we reserve the right, without notice and in our sole discretion, to terminate your User License to use the Site and to block or prevent your future access to and use of the Site. Our failure or delay in taking such actions is not a waiver of our rights to enforce these Terms.

### **4. Changes**

We reserve the right to change or modify these Terms or any of our other policies related to use of the Site at any time and at in our sole discretion by posting revisions on the Site. You agree that we may provide notices, disclosures and amendments to these Terms by electronic means, including changing these Terms by posting revisions on the Site. Continued use of the Site following such changes or modifications to the Terms or other policies means you have accepted such changes or modifications.

### **5. Severability**

If any provision of these Terms is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions.

### **6. Contact**

Any questions, complaints, or claims regarding the Site should be directed to [info@vwmason.com](mailto:info@vwmason.com).