

1. INTRODUCTION

1.1 Acceptance of Terms and Conditions of Use

IMPORTANT! YOUR ACCESS TO THIS WEBSITE IS SUBJECT TO THESE GENERAL TERMS AND CONDITIONS OF USE. CAREFULLY READ ALL OF THE FOLLOWING TERMS AND CONDITIONS OF USE BEFORE PROCEEDING. ACCESSING THIS WEBSITE IS THE EQUIVALENT OF YOUR SIGNATURE AND INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS AND THAT YOU INTEND TO BE LEGALLY BOUND BY THEM. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, PLEASE DO NOT USE THIS WEBSITE AND DO NOT ENQUIRE ABOUT ANY PRODUCTS AND/OR SERVICES OFFERED FROM THIS WEBSITE OR DESCRIBED ON THIS WEBSITE.

These general terms and conditions of use (the “Terms of Use”) constitute a legal agreement between you (“You” and “Your”) and Circle Dynamics Inc (the “Company”) governing Your use of [Circle Dynamics Inc](#) and all associated web pages owned by the Company (collectively, the “Website”). “We” and “Us” means both You and the Company. By accessing or using the Website or otherwise indicating Your consent to these Terms of Use, You agree to be bound by these Terms of Use and the documents referred to herein. If You do not agree with or accept any of the terms of these Terms of Use, You should cease using the Website immediately. These electronic Terms of Use shall be the equivalent of a written paper agreement between Us.

By using the Website, You represent and warrant that You are the legal age of majority under applicable law to form a binding contract with the Company.

1.2 Amendment of Terms of Use

These Terms of Use are dated March 1, 2022. The Company reserves the right in its sole discretion to amend these Terms of Use for any or no reason, at any time, and from time to time. Any and all such amendments will be effective from the date they are published and will apply to all access to or continued use of the Website.

By continuing to use or access the Website following such amendment to these Terms of Use, You agree to be bound by the Terms of Use as amended, regardless of whether or not the Company notified You of such amendments. You agree to periodically review these Terms of Use in order to be aware of any amendments.

No changes to these Terms of Use are valid or have any effect unless agreed to by the Company in writing.

2. YOUR USE OF AND CONDUCT ON THE WEBSITE

2.1 Nature of Use

Drafting Note: you may want to tailor the list in this section by adding or removing prohibited uses (the first list) or adding or removing user representations and warranties (the second list).

The Website is for Your personal and non-commercial use only. You agree that You will only access or use the Website for lawful purposes and in accordance with these Terms of Use. As a condition of Your access to and use of the Website, You warrant and agree that You will not use or access the Website to:

- a. violate or promote the violation of any government-imposed restriction or rule or of any third-party's rights;
- b. impersonate any person or entity, misrepresent Your affiliation with a person or entity, or do any other thing or act that brings the Company, any other user of the Website, or any third-party into disrepute or causes liability for the Company;
- c. distribute viruses, malware, or any other technologies that are malicious or that may harm the Company, the Website, other users of the Website, the Company's affiliates, or any third-party, or in any other way interfere or attempt to interfere with the proper working of the Website;
- d. reverse engineer, decompile, copy, modify, distribute, transmit, license, sublicense, display, revise, perform, transfer, sell, or otherwise make available to any third-party, or otherwise publish, deeplink, create derivative works from or exploit in any way the Website or any content on the Website except as permitted by the Company under these Terms of Use; and
- e. harvest or otherwise collect, use, or disclose (including through the use of any robot, spider, or other automatic device, process, or means) content on the Website or personal information about any other user or users of the Website for any purpose.

You further represent and warrant with respect to any account that You may make on or through the Website that:

f. all the information You provide on or through the Website is correct, current, and complete;

g. any username, password, or any other piece of information chosen by You, or provided to You as part of the Company's security procedures, if any, will be treated as confidential by You and will not be disclosed to any other person or entity;

h. You will notify the Company immediately of any unauthorized access to or use of Your username or password, if applicable, or any other breach of security; and I. You will not transfer Your account, if any, to another person without the prior written consent of the Company.

2.2 User Generated Content

Drafting Note: you may want to revise this section to align with your internal practices for managing user generated content, in particular your practices for monitoring and removing inappropriate content.

You may be able to submit, post, publish, display, or otherwise transmit content, material, or information to the Website or to other users or persons through or using the Website ("User Generated Content"). You are entirely responsible for all User Generated Content You submit, post, publish, display, or otherwise transmit on or through the Website. The Company is not responsible or legally liable to any third party for the content or accuracy of any User Generated Content submitted, posted, published, displayed, or otherwise transmitted on or through the Website by You or any other user of the Website. Any and all User Generated Content must comply with all applicable laws, regulations, and these Terms of Use.

User Generated Content may be removed, hidden, edited, or otherwise altered at the sole discretion of the Company for any or no reason, with or without notice, and at any time. However, the Company has no obligation, nor any responsibility to any party to monitor the Web-site or its use, and does not and cannot undertake to review User Generated Content. The Company cannot ensure prompt removal of objectionable material, including User Generated Content, and the Company has no liability for any action or inaction regarding

transmissions, communications, or content, including User Generated Content, provided by any user of the Website or third-party, subject to applicable laws.

The discretion of the Company will be informed, but not limited by, the following guidelines for inappropriate User Generated Content. User Generated Content may be deemed inappropriate by the Company if it contains, depicts, includes, discusses, encourages, or involves, without limitation:

j. material or conduct that is illegal, exploitative, obscene, harmful, threatening, abusive, harassing, hateful, defamatory, sexually explicit or pornographic, violent, inflammatory, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, age, or other such legally prohibited ground;

k. any false, inaccurate, or misleading information, or the impersonation or attempted impersonation of the Company, an employee of the Company, another user of the Website, or any other person or entity;

l. conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by the Company in its sole discretion, may harm the Company or users of the Website, or expose either to liability;

m. cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, or alarm any other person; or

n. material or conduct that is otherwise objectionable, as determined by the Company at its sole discretion.

By submitting, posting, publishing, displaying, or otherwise transmitting any User Generated Content on or through the Website, You agree to grant the Company, its successors, and assigns, and the Company's affiliates and service providers as necessary, a worldwide, royalty free, perpetual, irrevocable, non-exclusive license to use, reproduce, modify, perform, display, distribute, copy, and otherwise disclose for any purpose any User Generated Content You submit, post, publish, display, or otherwise transmit on or through the Website. You waive all moral rights in any such User Generated Content.

3. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

The Website and all the content of the Website (including without limitation all information, reports, data, databases, graphics, interfaces, web pages, text, files, software, code, product names, company names, trademarks, logos, trade names, any other intellectual property contained on the Website but excluding User Generated Content), the manner in which such content is presented or appears and all information relating thereto, and the Website's features and functionality (collectively, the "Website IP") are owned by the Company, its licensors, or other providers of such Website IP, and are protected in all forms by intellectual property laws, including without limitation copyright, trademark, patent, trade secret, industrial design, and any other proprietary rights.

The Company grants You a personal, revocable, non-transferable, and non-exclusive license to access and read the Website IP.

You agree that, except as explicitly authorized by the Company, You will not:

- o. distribute the Website IP for any purpose, including without limitation by compiling an internal database, or by redistributing or reproducing the Website IP by the press or media or through any commercial network, cable, or satellite system;
- p. create derivative works of, reverse engineer, decompile, disassemble, adapt, translate, transmit, distribute, publish or republish, download, store, arrange, modify, copy, bundle, sell, sub-license, export, merge, transfer, loan, rent, lease, assign, share, outsource, host, make available to any person or otherwise use, either directly or indirectly, the Website IP in whole or in part, in any form or by any means whatsoever, be they physical, electronic, or otherwise; or
- q. allow any third-party to access the Website IP.

4. ENFORCEMENT, SUSPENSION, AND TERMINATION

The Company may in its sole discretion for any or no reason, with or without notice, and at any time:

- r. terminate these Terms of Use;
- s. limit, suspend, or terminate Your access to or use of the Website;
- t. take technical and legal steps to prevent You from accessing or using the Website; or

u. remove or otherwise modify any User Generated Content.

Any such termination or action by the Company shall be in addition to and without prejudice to such rights and remedies as may be available to the Company, including injunction and equitable remedies. Any terms of these Terms of Use which are necessary to give effect to the rights of the Company under these Terms of Use or that contemplate survival beyond termination shall survive, except to the extent not permitted by law.

5. INDEMNITY

To the maximum extent permitted by applicable law, You agree at all times to indemnify, defend, and hold harmless the Company, its agents, affiliates, partners, and its and their respective directors, officers, employees, agents, service providers, contractors, licensors, suppliers, successors, and assigns from and against any claims, actions, proceedings, demands, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including legal and other fees and disbursements) sustained, incurred, or paid by the Company, or arising out of or relating to Your breach of these Terms of Use or Your access or use of the Website, including without limitation any User Generated Content You submit, post, publish, display, or otherwise transmit on or through the Website, and Your access to, use, or misuse of the Website or any content on the Website.

6. LIMITATIONS ON LIABILITY AND DISCLAIMER

6.1 Limitations on Liability

EXCEPT TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, AGENTS, LICENSORS, SUPPLIERS, OR ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS BE LIABLE, WHETHER IN TORT, CONTRACT, OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, AGGRAVATED, ECONOMIC, OR CONSEQUENTIAL DAMAGES, HOWSOEVER CAUSED, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF USE, LOST PROFITS, LOST GOODWILL OR BUSINESS REPUTATION, LOST DATA, OR LOST SAVINGS, EVEN IF THE COMPANY OR ANY OF ITS LAWFUL AGENTS OR EMPLOYEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM, RESULTING FROM YOUR USE OF OR INABILITY TO USE THE WEBSITE OR ANY CONTENT ON THE WEBSITE, INCLUDING WITHOUT

LIMITATION: (A) ANY CHANGES THE COMPANY MAY MAKE TO THE WEBSITE OR TO ANY CONTENT ON THE WEBSITE, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE WEBSITE OR ANY CONTENT ON THE WEBSITE; (B) THE DELETION OF, CORRUPTION OF, OR FAILURE TO SEND, DISPLAY, OR STORE ANY ADS, USER GENERATED CONTENT, OR OTHER COMMUNICATIONS OR DATA MAINTAINED OR TRANSMITTED BY OR THROUGH THE WEBSITE OR ANY CONTENT ON THE WEBSITE, INCLUDING USER GENERATED CONTENT; (C) YOUR FAILURE TO PROVIDE THE COMPANY WITH ACCURATE ACCOUNT INFORMATION OR TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL, AS APPLICABLE. NOTWITHSTANDING THE FOREGOING, IF THE COMPANY IS FOUND TO BE LIABLE FOR ANY REASON, THE COMPANY'S LIABILITY TO YOU OR ANY THIRD PARTY IS LIMITED TO THE GREATER OF: (Y) THE TOTAL FEES SUCH PARTY MADE TO THE COMPANY IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO THE LIABILITY; AND (Z) \$150 CAD.

6.2 Availability, Completeness, and Quality

You understand and agree that the Website, any content on the Website, and any services or items found or attained through the Website are provided on an "as is" and "as available" basis, without any warranties of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for particular purpose, or non-infringement.

Except as otherwise expressly required by applicable law, the Company makes no representations, warranties, conditions, or other terms (whether express or implied) in relation to the provision of the Website or any content on the Website, including without limitation as to completeness, security, reliability, suitability, accuracy, availability, or currency of the Website or any content on the Website, that the Website or any content on the Website will be free from bugs, errors, or omission, or as to the satisfactory quality or fitness of the Website or any content on the Website for a particular purpose. The Company assumes no obligation to update the Website or any content on the Website. The Website or any content on the Website may be changed without notice to You.

To the maximum extent permitted by applicable law, the Company excludes all liability (whether arising in contract, tort, breach of statutory duty, or otherwise), which the Company may otherwise have to You as a result of any error or inaccuracies in the Website or any

content on the Website, the unavailability of the Website for any reason, or any representation or statement made on or through the Website or any content on the Website. The Company is not responsible for any content on the Website, including User Generated Content, that You may find undesirable or objectionable.

6.3 Downloads

The Company cannot and does not guarantee or warrant that files or data available for downloading on, through, or as a result of the Website will be free of viruses or other destructive code. You are solely and entirely responsible for Your use of the Website and Your computer, Internet, and data security. To the fullest extent provided by law, the Company will not be liable for any loss or damage caused by denial-of-service attack, distributed denial-of-service attack, overloading, flooding, mailbombing or crashing, viruses, trojan horses, worms, logic bombs, or other technologically harmful materials that may infect Your computer equipment, computer programs, data, or other proprietary material due to Your use of the Website or any services or items found or attained on, through, or as a result of the Website or to Your downloading of any material posted on or through the Website, or on any website linked to the Website.

6.4 Third-Party Sites

The Website or content on the Website may contain links to third-party sites. The Company does not assume responsibility for the accuracy or appropriateness of, and has no control over, the information, data, opinion, advice, or statements contained at such sites, and makes no representations about any such websites that may be accessed from the Website or from any content on the Website. Where You access such sites, You acknowledge and agree You are doing so at Your own risk. Your use of a third-party site may be governed by the terms and conditions of such site. In providing links to third-party sites, the Company is in no way acting as a publisher or disseminator of any material contained on those sites and does not and does not seek to monitor or control such sites. A link to a third-party site does not mean and should not be construed to mean that the Company is affiliated or associated with such third-party in any way. The Company does not recommend or endorse any material found on such third-party sites. The mention of another party or its product or service on the Website or in any content on the Website is not and should not be construed as an endorsement of that party or its product or service.

6.5 No Reliance

Any reliance You may place on the Website or any content available on, through, or as a result of the Website is at Your own risk. Any content provided by the Company on, through, or as a result of the Website is provided for general information purposes only and to inform You about the Company and the Company's products, news, features, services, and other websites. Such content does not constitute technical, financial, or legal advice, or any other type of advice, and should not be relied on for any purpose. You agree to apply Your own judgment or obtain specific or professional advice before taking, or refraining from, any action or inaction on the basis of the Website or any content on the Website, including User Generated Content, including without limitation the use of the Website or any content on the Website, including User Generated Content, as the basis for any conclusions.

6.6 No Offer of Sale

Unless explicitly stated, the Website and the content on the Website are not to be construed as an offer to sell any product or service.

6.7 Force Majeure

The Company shall have no liability to You for any breach of these Terms of Use caused by any event or circumstances beyond the Company's reasonable control including without limitation strikes, lock-outs and other industrial disputes, breakdown of systems or network access, disease, flood, fire, explosion, or accident.

7. RELEASE

If You have a dispute with one or more other users of the Website, You release the Company, its affiliates, and licensors (and its and their directors, officers, employees, agents, and subsidiaries) from any claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

8. PRIVACY

Drafting Note: you will need to link this section to your privacy policy – a space is provided for that. If you do not have a privacy policy, consider creating one.

The use by the Company of Your personal information is governed by the Company's privacy policy ("Privacy Policy"), which can be found at [link to privacy policy]. By using the

Company's Website or by submitting Your personal information, including User Generated Content, on or through the Website, You consent to the collection, use, and disclosure of Your personal information in accordance with the terms of the Privacy Policy.

9. GENERAL

9.1 No Agency No agency, partnership, joint venture, employee-employer, or franchisor-franchisee relationship is intended or created by these Terms of Use.

9.2 Governing Law, Jurisdiction, and Attornment

These Terms of Use shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law provision, principle, or rule, and notwithstanding Your domicile, residence, or physical location. For the purpose of all legal proceedings, these Terms of Use shall be deemed to have been performed in the Province of Ontario and the courts of the Province of Ontario shall have jurisdiction to entertain any action arising under or out of these Term of Use. You and the Company agree to irrevocably attorn and submit to the exclusive jurisdiction of the courts of the Province of Ontario. You further waive any and all objections to the exercise of jurisdiction over You by such courts and to the venue of such courts. You agree to waive any right You may have to a trial by jury or to commence or participate in any class action against the Company related to the Website or any content on the Website, including User Generated Content, or these Terms of Use.

9.3 Waiver

No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Terms of Use operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

9.4 Severability

Any term of these Terms of Use that is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of these Terms of Use, all without affecting the remaining terms of these Terms of Use or affecting the validity or enforceability of such terms in any

other jurisdiction. Nothing in these Terms of Use shall operate to prejudice any mandatory statutory requirement or Your statutory rights.

9.5 Entire Agreement

These Terms of Use together with the Privacy Policy and other documents referred to herein contain the entire understanding and agreement between Us in relation to Your use of the Website, and supersede and replace all prior and contemporaneous understandings, agreements, representation, statement, or other communication made by You or the Company, whether written or oral, that is not contained herein.

9.6 Notices

The Website is operated by Circle Dynamics Inc , 171A Rink St Suite 150 Peterborough ON, K9J2J7. You consent to the exchange of information and documents between Us electronically over the Internet or by e-mail. If You have an account profile with the Company or have purchased a product or service from the Company, the Company will send You information and documents to the e-mail address in Your account profile on the Website or provided in the course of purchasing such product or service. You will send information and documents to the Company by email to orders@circledynamics.com. Every notice that You are required or permitted to provide under these Terms of Use to the Company shall be in writing and provided to orders@circledynamics.com All notices from the Company to You will be displayed on the Website from time to time.

9.7 Assignment

You may not assign, sublicense, or otherwise transfer any of Your rights and obligations in these Terms of Use to any other person.