

## **Mirlin – Standard Terms of Service (Website)**

By visiting this website (the “**Website**”), your continued ability to use the Website is expressly conditioned on your acceptance, without modification, of the following terms of use as set out below (these “**Terms of Use**”).

The Terms of Use govern your access to and use, including any content, and functionality offered on or through this Website. The services and programs which are listed on our Website may be governed by their own terms of use as set out on our Website or as otherwise provided to participants and users by us.

**PLEASE BE ADVISED: THESE TERMS OF USE CONTAIN PROVISIONS THAT GOVERN HOW CLAIMS BETWEEN YOU AND MIRLIN TECHNOLOGIES INC. (the “Company”) CAN BE BROUGHT. THESE PROVISIONS MAY REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST THE COMPANY TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, GROUP OR REPRESENTATIVE ACTION OR PROCEEDING.**

**NOTE THAT ALL THE TERMS OF USE BELOW ARE SUBJECT TO THE LAWS OF THE PLACE WHERE YOU LIVE, AND SOME OF THEM MIGHT NOT BE BINDING ON YOU UNDER THOSE APPLICABLE LAWS.**

**IF YOU DO NOT ACCEPT THE TERMS OF USE, DO NOT CONTINUE TO USE THIS WEBSITE.**

### **Modifications to the Terms of Use and to our Website**

We reserve the right in our sole discretion to revise and update these Terms of Use from time to time. Any and all such modifications are effective immediately upon posting and apply to all access to and continued use of our Website. You agree to periodically review the Terms of Use in order to be aware of any such modifications and your continued use shall be your acceptance of these Terms of Use.

The information and material on our Website may be changed, withdrawn or terminated at any time in our sole discretion without notice. We will not be liable if, for any reason, all or any part of our Website is restricted to users or unavailable at any time or for any period.

### **Your Use of our Website (Personal Information)**

The security of your personal information is very important to us. We use physical, electronic, and administrative measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure, to the extent that any personal information is maintained by us.

For full details, please visit our [Privacy Policy](#)

Please note that the transmission of information via the Internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our Website. Any transmission of personal information is at your own risk.

### **Intellectual Property Rights and Ownership**

The Website, its design, all text, graphics, content, video, audio and the selection and arrangement of the Website are the property of the Company, and/or its various subsidiaries, affiliates, third party providers and distributors (“**Third Parties**”), and are protected under the copyright laws of Canada and

other countries, as applicable. None of the content found on this Website may be reproduced, republished, distributed, displayed, sold, transferred, or modified without the express written permission of the Company or the applicable Third Parties.

This Website and all other related trademarks and design marks displayed on the Website (collectively, the “**Trademarks**”) are registered and common law trademarks of the Company. Other trademarks and design marks appearing on the Website are trademarks of their respective owners. Nothing contained in this Website should be construed as granting, by implication or otherwise, any license or right to use any trademarks, including the Trademarks, except with the express written permission of the Company or the other party that may own the applicable trademarks.

### **Copyright**

All content included on the Website, which may include but is not limited to texts, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of the Company or its content suppliers and protected by Canadian and international copyright laws. The compilation of all content on the Website is the exclusive property of the Company and protected by Canadian and international copyright laws. All software used on the Website is the property of the Company or its software suppliers and protected by Canadian and international copyright laws.

### **Use of the Website**

Neither the Website nor its content may be, in whole or in part, copied, reproduced, republished, uploaded, posted, transmitted or distributed without the written permission of the Company.

Unauthorized use of the content contained on the Website may violate applicable copyright, trademark or other intellectual property laws or other laws. You must retain all copyright and trademark notices, including any other proprietary notices, contained within the content on the Website. The use of that content on any other website or in any environment of networked computers is prohibited. You are not permitted to engage in any resale or commercial use of the Website or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of the Website or its contents; or any downloading or copying of account information from the Website for the benefit of another merchant.

In its sole discretion, in addition to any other rights or remedies available to the Company and without any liability whatsoever, the Company at any time and without notice may terminate or restrict your access to the Website.

For greater clarity and without limiting the above and the foregoing, you warrant and agree that your use of the Website shall not:

1. in any manner violate any applicable federal, provincial, local, or international law or regulation including, without limitation, any laws regarding the export of data or software, patent, trademark, trade secret, copyright, or other intellectual property, legal rights (including the rights of publicity and privacy of others) or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy found;
2. in any manner violate the terms of use of any third-party website that is linked to our Website, including but not limited to, any third-party social media website;
3. include or contain any material that is exploitive, obscene, harmful, threatening, abusive, harassing, hateful, defamatory, sexually explicit or pornographic, violent, inflammatory, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age or

other such legally prohibited ground or be otherwise objectionable, such determination to be made in Company's sole discretion;

4. involve stalking, attempting to exploit or harm any individual (including minors) in any way by exposing them to inappropriate content or otherwise or ask for personal information as prohibited under applicable laws, regulations or code;
5. involve, provide or contribute any false, inaccurate or misleading information;
6. include sending, knowingly receiving, uploading, downloading, using, or reusing any material that does not comply with the general guidance of these Terms of Use;
7. impersonate or attempt to impersonate the Company, another user, or any other person or entity (including, without limitation, by using email addresses, or screen names associated with any of the foregoing);
8. transmit, or procure the sending of, any advertisements or promotions without our prior written consent, sales, or encourage any other commercial activities, including, without limitation, any "spam", "junk mail", "chain letter", contests, sweepstakes and other sales promotions, barter, or advertising or any other similar solicitation;
9. encourage any other conduct that restricts or inhibits anyone's use or enjoyment of our Website, or which, as determined by us, may harm the Company or users of our Website or expose them to liability;
10. cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, or alarm any other person;
11. promote any illegal activity, or advocate, promote, or assist any unlawful act; or
12. give the impression that they originate from or are endorsed by us or any other person or entity, if this is not the case.

### **Liability Disclaimer**

#### **READ THE FOLLOWING CAREFULLY**

Except as explicitly provided in these Terms of Use, as amended from time to time, the Company and the Third Parties make no representations or warranties of any kind, express or implied, regarding the Website and/or any content, products or services provided on the Website, all of which are provided on an "as is" and "as available" basis. The Company and the Third Parties do not warrant the accuracy, completeness, currency, reliability or suitability of the operation of the Website, or any of the content or data found on the Website, and expressly disclaim all warranties and conditions in respect of the Website, its content or data, and any products or services offered for sale on the Website, including implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement, and those arising by statute or otherwise in law or from a course of dealing or usage of trade.

The Company and the Third Parties are not responsible for late, lost, incomplete, illegible, misdirected or stolen messages or mail, unavailable network connections, failed, incomplete, garbled or delayed computer transmissions, on-line failures, hardware, software or other technical malfunctions or disturbances or any other communications failures or circumstances affecting, disrupting or corrupting communications.

The Company and the Third Parties assume no responsibility, and will not be liable for, any damages to, or any viruses affecting your computer equipment or other property on account of your access to, use of, or browsing on the Website or your downloading of any materials, data, text, images, video or audio from the Website.

You acknowledge that you provide no reliance on the content contained within the Website as the content is provided for general information purposes only. It is not intended to amount to advice on which you should rely. You must obtain more specific or professional advice before taking, or refraining from, any action or inaction on the basis of the content the Website.

Although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, complete or up to date. Your use of our Website is at your own risk and the Company has no responsibility or liability whatsoever for your use of our Website.

As expressed within these Terms of Use, our Website may include content provided by third parties, including from other users and third-party licensors. All statements and/or opinions expressed in any such third-party content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. Such materials do not necessarily reflect the opinion of the Company. The Company has no responsibility or liability whatsoever to you, or any third party, for the content or accuracy of any third-party materials.

### **Maximum Liability**

If the Company or any of the Third Parties should be found liable for any loss or damage which arises out of or is in any way connected with any of the functions or uses of the Website or its content, or any of the products or services offered on the Website, the liability of the Company and the Third Parties will in no event exceed in the aggregate \$250.00 CAD.

In no event will the Company or any of the Third Parties be liable for any injury, loss, claim, damage, or any special, exemplary, punitive, direct, indirect, incidental or consequential damages of any kind (including, but not limited to economic loss, lost profits or lost savings), whether based in contract, tort, strict liability, or otherwise, which arises out of or is in any way connected with any use of the Website or its content, the operation of the Website or any failure or delay in the operation of the Website (including, but not limited to the inability to use any component of the Website for purchases), or any of the products or services offered on the Website, even if advised of the possibility of damages.

### **Acknowledgement**

The exclusion of certain warranties and the limitation of certain liabilities is prohibited in some jurisdictions. These statutory prohibitions may apply to you, and the Company acknowledges that in that case, parts of these Terms of Use will not be binding upon you.

### **Indemnification**

You will indemnify and save harmless the Company and the Third Parties and their respective officers, directors, employees, consultants, representatives and agents from and against any claim, cause of action or demand, including without limitation reasonable legal, accounting and other professional fees, brought as a result of your use of the Website or its contents.

### **Accuracy of Information**

We rely on the information you provide through the Website, including registration information (name and email address), payment information (credit card numbers and expiration dates), and transaction-

related information, which must be true, accurate, current and complete. You will be solely responsible and liable for any and all loss, damage, and additional costs that you, we or any other person may incur as a result of your submission of any false, incorrect or incomplete information or your failure to update your registration information and payment information within 30 days of any change.

### **Links/Software**

The Website may contain links to websites owned or operated by other entities which are not associated or affiliated with the Company or the Third Parties. These links are provided solely as a convenience to you and the inclusion of any link does not imply endorsement, investigation or verification by the Company or the Third Parties of the linked website or information contained in the linked website, or of their security or privacy practices. The Company and the Third Parties will not be responsible for the content of any other linked websites and makes no representation or warranty regarding any other websites or the contents on those websites. If you decide to access other websites, you do so at your own risk. Framing of the Website or any of its content in any form and by any method is strictly prohibited.

Linking to any other website is at your sole risk and the Company will not be responsible or liable for any damages in connection with such linking. In addition, the Company does not endorse or approve of any websites linked may be linked from or to the Website, except for other websites operated by the Company.

If you download any software, we are not responsible or liable for any difficulties or consequences associated with downloading that software. The use of any downloaded software is governed by the terms of the applicable license agreement, if any, which accompanies that software or is provided with that software or in these Terms of Use.

### **Survival**

The provisions above that follow the heading "Liability Disclaimer" will survive the termination of your access to the Website.

### **Relationships**

The relationship between the Company and you will be that of independent contractors, and neither of us nor any of our respective officers, agents or employees will be held or construed to be partners, joint ventures, fiduciaries, employees or agents of the other as a result of these Terms of Use or your use of the Website.

### **Governing Laws, Jurisdiction**

You consent and submit to the exclusive jurisdiction of the courts located in the City of Toronto, in the Province of Ontario, Canada, in all disputes arising out of or relating to the use of the Website and these Terms of Use. This agreement and its performance will be governed by the laws of the Province of Ontario, Canada, and the federal laws of Canada applicable in that Province.

### **Additional Terms**

Additional terms and conditions apply to purchases of products and services. Additional terms and conditions may also apply to specific website functions available on the Website.

### **Severability**

These Terms of Use will be severable. In the event that any provision is determined to be unenforceable or invalid, that provision will nonetheless be enforced to the fullest extent permitted by applicable law,

and that determination will not affect the validity and enforceability of any other remaining provisions of these Terms of Use.

### **Headings**

The headings used in these Terms of Use are included for convenience only and will not limit or otherwise affect these Terms of Use.

### **Entire Agreement**

These Terms of Use constitute the entire agreement between us pertaining to the subject matter of these Terms of Use, and supersede any prior agreements, understandings, negotiations and discussions, whether electronic, oral or written, regarding the subject matter of these Terms of Use, and may not be amended or modified except by the Company as set out above.

There are no representations, warranties or other agreements between us, express or implied, in connection with the subject matter of these Terms of Use, except as specifically set out in these Terms of Use or in those incorporated or referred to in these Terms of Use. No party has been induced to enter into these Terms of Use in reliance on, and there will be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included in these Terms of Use or in those incorporated or referred to in these Terms of Use.

### **Electronic Communications**

When you visit the Website or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

### **No Waiver**

Any failure or non-decision to enforce these Terms of Use at any time and for any reason shall not be construed as a waiver of any right to do so at any time.

### **Business Name and Business Ownership**

The legal business name of the Company is Mirlin Technologies INC. Please direct enquiries to the Company by telephone at 1-855-8 MIRLIN or e-mail at [info@mirlin.io](mailto:info@mirlin.io)

### **English Language**

These Terms of Use are drawn up in English. Les parties aux présentes ont exigé que cette entente et tous autres documents envisagés par les présentes soient rédigés en anglais.