

Website Terms and Conditions of Use

Acceptance of the Website Terms and Conditions of Use

These website terms and conditions of use for calian.com constitute a legal agreement and are entered into by and between you and Calian Group Ltd. ("**Company**," "**we**," "**us**," "**our**"). The following terms and conditions, together with any documents and/or additional terms they expressly incorporate by reference (collectively, these "**Terms and Conditions**"), govern your access to and use of, including any content, and functionality offered on or through calian.com (the "**Website**").

By using this Website you accept and agree to be bound and comply with these terms and conditions and our privacy policy, found at <https://www.calian.com/privacy-policy/> (the "**Privacy Policy**"), incorporated herein by reference. If you do not agree to these Terms and Conditions of Use, then you are not allowed to use this Website and should immediately terminate such usage.

Changes to the Terms and Conditions and to the Website

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

The information and material on this Website may be changed, withdrawn, or terminated at any time in our sole discretion without notice.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 the Website is restricted to users or unavailable at any time or for any period.

Your Use of the Website and Security

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.

The safety and security of your information also depends on you. Users are responsible for obtaining their own access to the Website. Users are required to ensure that all persons who access the Website through a user's internet connection are aware of these Terms and Conditions and comply with them. The Website, including content or areas of the Website, may require user registration. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete.

Unfortunately, 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. We are not responsible for circumvention of any privacy settings or security measures contained on the Website.

Your provision of information and any submissions you make to the Website through any functionality such as e-mail, submission form, and any other such functions (collectively, "**Interactive Functions**") constitutes your consent to all actions we take with respect to such information consistent with our Privacy Policy, found at <https://www.calian.com/privacy-policy/>.

You are prohibited from attempting to circumvent and from violating the security of this Website, including, without limitation: (a) accessing content and data that is not intended for you; (b) attempting to breach or breaching the security and/or authentication measures which are not authorized; (c) restricting, disrupting or disabling service to users, hosts, servers, or networks; (d) illicitly reproducing TCP/IP packet header; (e) disrupting network services and otherwise disrupting Website owner's ability to monitor the Website; (f) using any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website; (g) introducing any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; (h) attacking the Website via a denial-of-service attack, distributed denial-of-service attack, flooding, mailbombing, or crashing; and (i) otherwise attempting to interfere with the proper working of the Website.

Intellectual Property Rights and Ownership

You understand and agree that the Website and its entire contents, features, and functionality, including, but not limited to, all information, software, code, data text, displays, graphics, photographs, images, video, audio, music, broadcast, design, presentation, website layout, selection, and arrangement, are owned by the Company, its licensors, or other providers of such material and are protected in all forms by intellectual property laws including, without limitation, copyright, trademark, patent, trade secret, and any other proprietary rights.

The Company name, the Company logo, and all related names, logos, product and service names, designs, images, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. Other names, logos, product and service names, designs, images, and slogans mentioned, or which appear on this Website are the trademarks of their respective owners. Use of any such property, except as expressly authorized, shall constitute an infringement or violation of the rights of the property owner and may be a violation of federal or other laws and could subject the infringer to legal action.

You may only use the Website for your personal and non-commercial use. You shall not directly or indirectly reproduce, compile for an internal database, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, in any form or medium whatsoever except:

- (a) your computer and browser may temporarily store or cache copies of materials being accessed and viewed;
- (b) a reasonable number of copies for personal use only may be printed keeping any proprietary notices thereon, which may only be used for non-commercial and lawful personal use and not for further reproduction, publication, or distribution of any kind on any medium whatsoever;
- (c) where social media platforms are linked to certain content on our Website, you may take such actions as our Website and such third-party social media platforms permit.

Users are not permitted to modify copies of any materials from this Website nor delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

You have no right, title, or interest in or to the Website or to any content on the Website, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms and Conditions is a breach of these Terms and Conditions and may infringe or violate copyright, trademark, and other intellectual property or other proprietary laws.

User Submissions: Conditions of Use and Grant of Licence

As a condition of your access and use of the Website, you agree that you may use the Website only for lawful purposes and in accordance with these Terms and Conditions.

The following site content standards apply to any and all content, material, and information a user submits, posts, publishes, displays, or transmits (collectively, "**submit**") to the website (collectively, "**User Submissions**") and any and all Interactive Functions. Any and all User Submissions must also comply with all applicable federal, provincial, local, and international laws, regulations, and terms of service.

None of the User Submissions you submit to the Website will be subject to any confidentiality by the Company. By providing any User Submission to the Website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to a world-wide, royalty free, perpetual, irrevocable, non-exclusive licence to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose and/or incorporate such material into any form, medium or technology throughout the world without compensation to you. You further waive any moral rights or other rights of authorship as a condition of submitting any User Submission.

By submitting the User Submissions, you declare and warrant that you own or have the necessary rights to submit the User Submissions and have the right to grant the licence hereof to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns to the User Submissions and comply with these Terms and Conditions. You represent and

warrant that all User Submissions comply with applicable laws and regulations and the Conditions of Use and User Submissions and Site Content Standards set out in these Terms and Conditions.

You understand and agree that you, not the Company nor Company's, subsidiaries, affiliates nor their respective directors, officers, employees, agents, service providers, contractors, licensors, suppliers, or successors, are fully responsible for any User Submissions you submit or contribute, and you are fully responsible and legally liable, including to any third party, for such content and its accuracy. We are not responsible or legally liable to any third party for the content or accuracy of any User Submissions submitted by you or any other user of the Website.

Enforcement of these Terms and Conditions

Company has the right, without provision of notice to:

- At all times, take such actions with respect to any User Submission deemed necessary or appropriate in our sole discretion, including, without limitation, for violating these Terms and Conditions.
- Take appropriate legal action, including, without limitation, referral to law enforcement or regulatory authority, or notifying the harmed party of any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including, without limitation, any violation of these Terms and Conditions.

No Reliance

The content on our Website 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 on our site.

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 the Website is at your own risk and neither the Company nor its subsidiaries, affiliates, and their respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, or successor have any responsibility or liability whatsoever for your use of this Website.

Privacy

By submitting your personal information and using our Website, you consent to the collection, use, reproduction, hosting, transmission, and disclosure of any such user content submissions in compliance with our Privacy Policy, found at <https://www.calian.com/privacy-policy/>, as we deem necessary for use of the Website.

Third-Party Websites

For your convenience, this Website may provide links or pointers to third-party sites. We make no representations about any other websites that may be accessed from this Website. If you choose to access any such sites, you do so at your own risk. We have no control over the contents of any such third-party sites and accept no responsibility for such sites or for any loss or damage that may arise from your use of them. You are subject to any terms and conditions of such third-party sites.

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NEITHER THE COMPANY NOR ITS SUBSIDIARIES, AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS MAKE ANY WARRANTY, REPRESENTATION, OR ENDORSEMENT WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, SUITABILITY, ACCURACY, CURRENCY, OR AVAILABILITY OF THE WEBSITE OR ITS CONTENTS. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ITS SUBSIDIARIES, AFFILIATES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS REPRESENT OR WARRANT THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT FILES OR DATA AVAILABLE FOR DOWNLOADING FROM THE INTERNET OR 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, WE 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 MATERIAL 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 THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

EXCEPT WHERE SUCH EXCLUSIONS ARE PROHIBITED BY LAW, UNDER NO CIRCUMSTANCE WILL THE COMPANY NOR ITS SUBSIDIARIES, AFFILIATES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS BE LIABLE FOR NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, FUNDAMENTAL BREACH, DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT, BREACH OF CONTRACT, BREACH OF PRIVACY, OR OTHERWISE, EVEN IF THE PARTY WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, OR RELIANCE ON, THE WEBSITE, ANY LINKED WEBSITES OR SUCH OTHER THIRD-PARTY WEBSITES, NOR ANY WEBSITE CONTENT, MATERIALS, POSTING, OR INFORMATION THEREON.

Indemnification

To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless the Company, its subsidiaries, affiliates, and their respective directors, officers, employees, agents, service providers, contractors, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable legal fees) arising out of or relating to your breach of these Terms and Conditions or your use of the Website, including, but not limited to, your User Submissions, third-party sites, any use of the Website's content, services, and products other than as expressly authorized in these Terms and Conditions.

Governing Law and Choice of Forum

The Website and these Terms and Conditions will 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 or conflict of law provision and notwithstanding your domicile, residence, or physical location.

Any action or proceeding arising out of or relating to this Website and under these Terms and Conditions will be instituted in the courts of the Province of Ontario and/or the Federal Court of Canada, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding. You waive any and all objections to the exercise of jurisdiction over you by such courts and to the venue of such courts.

Waiver

No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Terms and Conditions operates, or may be construed, as a waiver thereof; and 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.

Severability

If any term or provision of these Terms and Conditions is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms and Conditions or invalidate or render unenforceable such term or provision in any other jurisdiction.

Entire Agreement

The Terms and Conditions which incorporate by reference our Privacy Policy, and our Accessibility Policy constitute the sole and entire agreement between you and the Company regarding the Website and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

Contact

Questions about the Terms of Service should be sent to us at info@calian.com.