



Terms of Use of our Website

Introduction

Welcome to PolaireTech! These Terms of Use ("Terms") govern your use of our website, located at www.polairetech.com (the "Site"), and any other services offered by PolaireTech International and its subsidiaries (the "Services"). By using the Site or Services, you agree to be bound by these Terms. You may not use the Site and must immediately stop doing so if you do not agree to the Terms. The Terms are the entire agreement between the parties on the subject.

Ownership and Copyright

The Site and all content and materials contained therein, including but not limited to text, graphics, images, audio clips, video clips, and software, are owned or licensed by PolaireTech International, except as otherwise stated, and are protected by Canadian and international copyright laws.

Permitted use of the Site and Services

We make this Site available with the sole intention of providing you with information about us, our products and services, our subsidiaries, and other members of our group of companies.

You promise that you are entitled to visit this Site and agree to the terms because you are at least 18 (or regarded as legally adult) and have the legal right and capacity to do so, or are not 18 yet, but have permission from your parent (or legal guardian) to do so. You promise that you will only give accurate information to us and this Site.

You have the right to access the Site and Services. You may view, copy, download to your device, print, or distribute the content available through this Site, provided that you use the content for only informational and non-commercial purposes, and any reproduction of the content includes the relevant copyright notice. You agree to use the Site and Services only for lawful purposes and in a manner that does not infringe the rights of, or restrict or inhibit the use and enjoyment of, the Site or Services by any third party.

Any third-party website may link solely to the home page of this Site and not to any other page or part of this Site. You will require our express prior written permission to link to this Site for any purpose, or in any way, not expressly permitted in the Terms.

If you breach any of the terms or infringe any other person's rights (including copyright), we may terminate your access to the Site or Services, claim specific performance or damages against you, and take any other steps the law allows, without affecting our rights.

Prohibited use of the Site and Services

You must not, directly, or indirectly, or allow anybody else to do anything that violates any of the Terms. Prohibited conduct includes but is not limited to:

- Posting or transmitting any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable.
- Impersonating any person or entity, or falsely stating or otherwise misrepresenting your affiliation with a person or entity.
- Posting or transmitting any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation.
- Posting or transmitting any content that contains viruses, Trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious programs in an attempt to damage, disable, overburden, impair, or gain unauthorized access to the content or the Site.
- Interfering with or disrupting the Site or Services or servers or networks connected to the Site or Services, or disobeying any requirements, procedures, policies, or regulations of networks connected to the Site or Services.
- Deep linking (linking to any page other than the home page of this Site) or linking in any way that could suggest that we endorse or support you, or that you have any rights in our Site or intellectual property, unless we have given you written permission to do so.
- Removing, modifying, disabling, blocking, obscuring, or otherwise impairing any advertising displayed on, or used in connection with, the Site.
- Using the Site or the contents thereof to advertise or promote products or services that we have not expressly approved in writing in advance.
- Receiving or charging money, favours, or other consideration for allowing any other person to use or access the Site or the content thereof.

We may monitor whether you are complying with these terms.

Reliability of Site content

You are encouraged not to rely on the content of the Site for any purpose, because it may not be accurate, complete, adequate, or current.

We, members of our group, and third-party data providers give no warranties with respect to this Site or the content, including in relation to the accuracy, completeness, adequacy, timeliness, or comprehensiveness of the content.

We, members of our group, and any third-party data providers accept no responsibility, and will not be required, to update the Site or the content or to notify you or other users of content that is inaccurate, incomplete, inadequate, or out-of-date.

Intellectual property

Except as provided to the contrary in the agreement, all rights, title, interest, and ownership (including all rights under all copyright, patent, and other intellectual property laws) in, to, or of this Site are our sole property or will vest in us or a third-party licensor. All moral rights are reserved.

Your rights to use the Site and its content are limited to those that we give to you in these terms. You may not remove any copyright, trademark, or other proprietary notices from the content.

Our logo and sub-logos, marks, trade names, and images of them are our trademarks and no person may use them without our permission, subject to the following:

- Our trademarks are important assets to us and represent a high standard of quality and brand recognition that we have spent substantial resources developing.
- We prohibit the use of our trademarks for non-editorial purposes unless we have given you prior written consent.
- Only third parties wishing to use our trademarks for editorial purposes or third parties who have our prior written consent to use them for non-editorial purposes are allowed to use our trademarks as authorised users.

Any other trademark or trade name that may appear in the Site's content is the property of its respective owner.

Disclaimers and Limitations of Liability

The Site and Services are provided on an "as is" and "as available" basis. PolaireTech makes no representations or warranties of any kind, express or implied, as to the operation of the Site or Services or the information, content, materials, or products included on the Site or Services. We do not warrant that it is good quality, fit for any particular purpose, accurate, complete, up-to-date, legally effective, or secure. We also do not warrant that it is free of latent defects, errors, malicious software, or infringing content, or that you will have uninterrupted use of it.

To the full extent permissible by applicable law, PolaireTech disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. PolaireTech will not be liable for any damages of any kind arising from the use of the Site or Services, including but not limited to direct, indirect, incidental, punitive, and consequential damages.

We will do our best to fix any fault in this Site as soon as reasonably practical after we find out about it. This is the limit of our responsibility and liability for any fault in the Site.

If the previous clause does not apply for any reason, our maximum liability to you for all claims for direct damages is CAD100 (One hundred Canadian Dollars). This limit applies whether a claim is based on contract, delict (tort), or any other legal cause of action.

Privacy Policy

Our Privacy Policy, located at www.polairetech/privacy-policy, governs the collection, use, and disclosure of your personal information by PolaireTech.

Governing Law and Jurisdiction

These Terms and your use of the Site and Services will be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law provisions. You agree that any legal action or proceeding arising out of or relating to these Terms or your use of the Site or Services will be brought exclusively in the courts located in Calgary, Alberta.

Termination

PolaireTech may terminate your access to the Site or Services at any time, without cause or notice, which may result in the forfeiture and destruction of all information associated with your account. All provisions of these Terms that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

Changes to the Agreement

PolaireTech reserves the right to modify these Terms at any time. Any changes will be effective immediately upon posting on the Site. Your continued use of the Site or Services after any such changes constitutes your acceptance of the new Terms.

General

If an administrator of this Site signs a letter confirming any fact related to the Site, that letter is conclusive proof of its contents. These may include the version of the Terms that apply to any dispute, or what content or functions the Site had at a particular time or date.

We never waive (give up) our rights, even if we allow you any favour or extension of time, or we delay enforcing our rights against you.

Enquiries

If you have any questions or concerns arising from these Terms, please contact us by sending an email to info@polairetech.com