



MEVOTECH LP Terms of Use

Last Updated: September 25, 2020

These Terms of Use (these “**Terms**”) are a legal agreement between Mevotech LP (“**Mevotech**”, “**we**”, “**us**”, or “**our**”) and you, an individual accessing the website located at <https://www.mevotech.com/> (the “**Website**”) on behalf of yourself or your organization. The Website includes, but is not limited to, all other sites owned and operated by Mevotech that redirect to the Website, all subdomains provided through such other site or the Website, and all downloadable applications, features, functionality, content or information that is made available or provided on the Website. The Website is made available to you for the purposes of providing you with access to information about Mevotech and our product offerings as well as best practices and resources for your information. These Terms set out the terms and conditions that apply to your access and use of the Website.

You agree that your use of the Website is subject to the terms of our Privacy Policy (“**Privacy Policy**”), which is incorporated by reference into, and forms an integral part of, the Terms.

BY USING THE WEBSITE YOU ARE DEEMED TO HAVE READ AND ARE INDICATING YOUR ACCEPTANCE OF, AND YOU AGREE TO BE BOUND BY, THE TERMS AND CONDITIONS OF THESE TERMS WHICH SHALL GOVERN YOUR ACCESS TO AND USE OF THE WEBSITE. IF YOU DO NOT AGREE WITH ONE OR MORE OF THESE TERMS, YOU MAY NOT ACCESS OR USE THE WEBSITE AND MUST EXIT THE WEBSITE.

THESE TERMS CONTAIN A RELEASE BY YOU OF ALL CLAIMS FOR DAMAGE AGAINST US THAT MAY ARISE OUT OF YOUR USE OF THE WEBSITE. BY USING THE WEBSITE, YOU AFFIRM THAT YOU AGREE TO THESE PROVISIONS.

1. Modification of Terms

We may revise these Terms from time to time. The most current version will always be posted on our Website. Therefore, we recommend that you frequently visit the Website to monitor any changes to the Terms. In the event of any material change to these Terms, we will post a notice on the Website that we have changed these Terms. If we have your email address, we may (but are not required to) email you to provide notice that we have changed these Terms. If you use the Website after receiving notice of any such modification or replacement, you are deemed to have read and are indicating your acceptance of, and you agree to be bound by, the modified or replaced terms of use.

2. Modification of Website; Downtime

Mevotech reserves the right to change the Website or change, eliminate or interrupt any part of the Website without notice and for any reasons whatsoever. The Website may be temporarily unavailable from time to time for maintenance or other reasons. We assume no responsibility for any error, inaccuracy, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any communications between you and Mevotech through the Website.

3. License

Mevotech hereby grants you a limited, non-exclusive, personal, non-transferable, non-sub-licensable and revocable right and license to (i) access the Website in accordance with these Terms; and (ii) access, view and print any information and documentation made available on the Website, for your personal, non-commercial and informational use only.

Mevotech may terminate this license at any time for any reason whatsoever. All rights not expressly granted herein are reserved solely for Mevotech.

4. Permitted Uses

You agree to use the Website only for purposes that are permitted, both by the Terms and by any applicable law, regulation, or generally accepted practices or guidelines, in relevant local, national, and international jurisdictions and confirm, that your use of the Website is in full compliance with the laws of the jurisdiction(s) to which you are subject, and that you are not prohibited from using the Website due to any restriction whatsoever and that you have obtained all necessary consents and approvals required or reasonably necessary.

You agree that when using the Website, you will not:

- (i) publish, publicly perform or display, or communicate to the public or otherwise distribute to any third party any of the Mevotech Content;
- (ii) market, sell, re-sell or make commercial use of the any Mevotech Content;
- (iii) systematically collect from the Website and use any Mevotech Content, including the use of any data mining, robots, or similar data gathering and extraction methods;
- (iv) make derivative uses of the Website or the Mevotech Content;
- (v) post or transmit any files which contain viruses, worms, Trojan horses or other code that manifests contaminating or destructive properties;
- (vi) post or transmit data or content which violates or infringes any third party rights, is false, misleading or inaccurate or is injurious to a third party or defames, libels or disparages any third party;
- (vii) post or transmit data or content which would be considered a criminal offence, give rise to civil liability, or would otherwise violate the law;
- (viii) take any action or use any program or device that may result in or is intended to interfere with the operation and functioning of the Website or to shut down, overload or overwhelm the Website.

5. Suspension and Termination of Access

Mevotech may also suspend or terminate your access to the Website or terminate these Terms at any time without written notice to you for any or no reason whatsoever.

If these Terms are terminated for any reason, you are still bound by the provisions of the Terms that are intended to survive. Except to the extent prohibited by law, Mevotech has no liability of any kind or any nature whatsoever to you solely by reason of any change, modification, suspension or discontinuance of the Website or any or all of the Website in accordance with its terms. Except to the extent prohibited by law, you agree that you shall not make any claim against Mevotech, including with respect to any lost revenue, profits or opportunities as a result of such change, modification, suspension or discontinuance or on account of any expenditures made or actions taken in reliance on the expected continuation of the Website or these Terms.

6. Content

The Website may include images, text, works, audio files, sounds and other content and data that are owned by third parties ("**Third Party Content**"). You agree that all of the terms and conditions of these Terms

relating to the Website apply to your access to and use of any Third Party Content and you further agree to comply with any terms and conditions that are specific to the Third Party Content.

All content and data made available by Mevotech through the Website, including any Third Party Content, (the "**Mevotech Content**") is owned solely and exclusively by Mevotech and/or third parties. You may not market, sell, re-sell or make commercial use of the Website or any Mevotech Content.

If you make any information, data or content available to Mevotech on or through the Website, including by contacting us, or providing comments or ideas about our Website ("User Content"), you are deemed to grant Mevotech a non-exclusive, transferable, sub-licensable, irrevocable, royalty-free, perpetual, worldwide license to store, use, copy reproduce, modify, adapt, edit, translate, publish, perform and display any such User Content that you make available on, through, or in connection with the Website without any payment or restriction.

You represent and warrant that (i) you have the right to use or make available to Mevotech such User Content and grant the rights to User Content set out herein; and (ii) the User Content made available to Mevotech through the Website is not in violation of any confidential or other contractual obligations. You are solely responsible and liable for any User Content you make available on or through the Website.

If you provide Mevotech with any comments, suggestions, recommendations, requests or any other feedback ("Feedback"), Mevotech may use such feedback to improve the Website or for any other purpose. Feedback shall not violate these Terms of Use, any right of any third party or any law, rule or regulation. Furthermore, Mevotech shall own such Feedback and Mevotech and its affiliates, licensees, clients, partners, third-party providers and other authorized parties may use, license, distribute, reproduce and commercialize the Feedback, and you hereby assign, irrevocably, exclusively and on a royalty-free basis, all such Feedback to Mevotech. Mevotech will have no obligation to consider, use, return or preserve any Feedback you provide to us. Any Feedback you provide to us may or may not be treated confidentially by us, and Mevotech will have no obligation or liability to you for the use or disclosure of any Feedback.

7. Disclaimers and Limitation of Liability

Mevotech and its licensors make no representation about the suitability of the information contained in the Mevotech Content.

THE WEBSITE AND MEVOTECH CONTENT HEREIN IS PROVIDED BY MEVOTECH ON AN "AS IS" AND "AS AVAILABLE" BASIS. MEVOTECH MAY MAKE CHANGES OR IMPROVEMENTS TO THE MEVOTECH CONTENT AND FUNCTIONALITY OF THE WEBSITE AT ANY TIME, WITHOUT PRIOR NOTICE TO YOU. MEVOTECH DOES NOT WARRANT THAT THE WEBSITE OR MEVOTECH CONTENT WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION OR THAT THE WEBSITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. MEVOTECH MAKES NO REPRESENTATIONS ABOUT THE TECHNICAL ACCURACY OR FUNCTIONALITY OF THE WEBSITE OR THAT THE MEVOTECH CONTENT IS ACCURATE, ERROR-FREE OR UP-TO-DATE. MEVOTECH MAKES NO REPRESENTATIONS WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR INTELLECTUAL PROPERTY.

The Content published on the Website or the servers which host the Website could include technical inaccuracies or typographical errors. Changes are periodically added to the information herein. Mevotech and its licensors may make improvements or changes in the product(s) and/or service(s) described on the Website at any time. Mevotech makes no warranties that your use of the Mevotech Content will not infringe on the rights of others and assumes no liability or responsibility for errors or omissions in such Mevotech Content. You expressly agree that your use of the Website is at your sole risk. You, and not Mevotech,

assume the entire cost of all necessary servicing, repair or correction in the event of any loss or damage arising out of your use of the Website or the Mevotech Content.

In no event shall Mevotech, its directors, officers, employees, agents or representatives be liable for any direct, indirect, incidental, special, punitive or consequential damages of any kind, including, without limitation, those resulting from loss of use, data, or profits, whether or not Mevotech has been advised of the possibility of damages, on any theory of liability, arising out of or in connection with access to, use or performance of the Website, failure of the Website to operate, or any Mevotech Content or other information provided on the Website, in connection with the Website. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. Your acceptance of this limitation of liability is an essential term of these Terms and you acknowledge that Mevotech would not grant access to the Website without your agreement of this section. Some jurisdictions do not allow the limitation or exclusion of liability for consequential or incidental damages so the above limitation or exclusion may not apply to you.

8. Indemnification

Unless otherwise prohibited by applicable law, you agree to defend, indemnify, and hold harmless Mevotech, its affiliates and their respective directors, officers, contracts and employees (collectively, "**Mevotech Parties**") from and against any claims, actions, demands, losses, liabilities, damages, costs and expenses suffered by such persons, including without limitation, reasonable legal and accounting fees, alleging or resulting, directly or indirectly, from your: (i) breach of these Terms; (ii) access to the Website; and (c) provision of User Content or other disclosure to Mevotech of any other information or data and the use of same by Mevotech or other Mevotech Parties as contemplated hereunder.

9. Children

The Website is not intended to be used by, and is not marketed or directed towards, children or any person under the age of 18. To use and access the Website, you must be a resident of Canada and at least eighteen (18) years of age.

10. Trade-marks

All product, brand and Mevotech names and logos and trade-marks displayed on the Website or used in connection with the Website is the trade-marks of Mevotech (or its suppliers, partner businesses or third party licensors). Any use of any of the marks appearing on the Website or in connection with the Website without the express written consent of Mevotech or the owner of the mark, as appropriate, is strictly prohibited.

11. Links

Any links on the Website to third party websites are provided for your convenience and for partnering sites to identify that you are using our Website. If you choose to access third party websites or obtain products or services from third parties, you do so entirely at your own risk and such access is between you and such third party. Mevotech does not warrant or make any representations regarding the legality, accuracy or authenticity of content presented by such websites or any products or services offered by third parties and shall have no liability for any loss or damages arising from the access or use of such websites, products or services. You are strongly advised to check the terms of use and the privacy policies of these external websites or resources before making use of them. You acknowledge that Mevotech may remove any link to an external website or to resources at any time for any reason whatsoever.

12. Jurisdiction

You acknowledge and agree that your use of the Website and all of the communications, transmissions and transactions associated with the Website and the provision of the Website shall be deemed to have occurred in the Province of Ontario, Canada. You agree that these Terms shall be exclusively governed by, construed and interpreted in accordance with the laws of the Province of Ontario, Canada and the federal laws of Canada applicable therein and that the law of the Province of Ontario is the proper law. You irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario in respect of all matters and disputes arising hereunder.

You expressly agree that, in the event that there is a dispute under these Terms and such dispute is to be resolved in a court of law, such dispute shall not be resolved by jury trial and you hereby waive any right to trial by jury.

13. Force Majeure

You agree that we are not liable for a delay or failure in performance of the Website or the provisions of these Terms caused by reason of any occurrence of unforeseen events beyond our reasonable control, including but not limited to, acts of God, natural disasters, pandemics, power failures, server failures, third party service provider failures or service interruptions, embargo, labour disputes, lockouts and strikes, riots, war, floods, insurrections, legislative changes, and governmental actions.

14. Waiver

No delay or omission by Mevotech to exercise any right or power we have under these Terms or to object to the failure of any covenant of you to be performed in a timely and complete manner, shall impair any such right or power or be construed as a waiver of any succeeding breach or any other covenant. Any waivers by Mevotech must be in writing and signed by an authorized representative of Mevotech.

15. Survival of Agreement

All covenants, agreements, representations and warranties made in these Terms shall survive your acceptance of these Terms and the termination of our relationship with you.

16. Entire Agreement

These Terms and the Privacy Policy constitute the entire agreement between you and Mevotech as it relates to the access to, and use of, the Website, and the subject matter of these Terms and supersede all prior or contemporaneous agreements, negotiations, representations and proposals, written or oral between Mevotech and you. You and Mevotech agree that these Terms and all documents relating thereto be drawn-up in English. *Nous avons demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.*

17. Severability

If any provision of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable in any respect, then the remaining provisions of these Terms, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each such provision of these Terms shall be valid and enforceable to the extent permitted by law.

18. Termination

Mevotech may terminate these Terms and your use and access of the Website if you fail to comply with any provision of these Terms. To the extent permitted by applicable law, the disclaimers, limitations on

liability, termination, interpretative provisions, and your warranties and indemnities shall survive any termination of these Terms.

19. Assignment

These Terms are personal to you, and are not assignable, transferable, or sublicensable by you except with Mevotech's prior written consent. Mevotech may assign, transfer, or delegate any of its rights and obligations hereunder without your consent.

20. Electronic Documents

This electronic document, and all other electronic documents referred to or incorporated herein, will be: (i) deemed for all purposes to be a "writing" or "in writing", and to comply with all statutory, contractual, and other legal requirements for a writing; and (ii) legally enforceable as a signed agreement.

21. Contact Us

Please send us feedback by emailing us at jrollo@mevotech.com or writing us at **240 Bridgeland Avenue, Toronto, ON M6A 1Z4**; Attention: **Jennifer Rollo, Communications Manager**. By providing us with your e-mail address, you agree to receive all required notices electronically, to that e-mail address or by mobile notifications. It is your responsibility to update or change that address, as appropriate.