

Terms of Use

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- (a) software and software as a service offerings ("Software");
- (b) Web pages, data, messages, text, images, photographs, graphics, audio and video such as podcasts and Webcasts, and documents such as press releases, white papers and product data sheets ("Materials"); and
- (c) blogs and other services in connection with which you can upload, download, share, email, post, publish, transmit or otherwise access or make available Content (as defined below) ("Community Services").

"Privacy Policy" for the purposes of this Terms of Use includes the SunTracker General Privacy Policy and the SunTracker Recruiting Privacy Policy.

"Content" includes, but is not limited to, Software, Materials, Community Services, and other information, content and services. The following are terms of a legal agreement between you ("You" or "Your") and SunTracker Technologies Ltd. and its affiliates ("We" or "SunTracker"). By accessing or using the Site or the Content provided on or through the Site, you agree to follow and be bound by the following terms and conditions concerning your access to and use of the Site and the Content provided on or through the Site ("Terms of Use") and our Privacy Policy. SunTracker may revise the Terms of Use and Privacy Policy at any time without notice to you. The revised Terms of Use and Privacy Policy will be effective when posted. You can review the most current Privacy Policy at [\[link\]](#).

1. Terms Applicable to Specific Content and Areas of the Site

Some areas of the Site or Content provided on or through the Site may have additional rules, guidelines, license agreements, user agreements or other terms and conditions that apply to your access or use of that area of the Site or Content (including terms and conditions applicable to a corporation or other organization and its users). If there is a conflict or inconsistency between these Terms of Use and the rules, guidelines, license agreement, user agreement or other terms and conditions for a specific area of the Site or for specific Content, the latter shall have precedence with respect to your access and use of that area of the Site or Content.

2. Use of Software

Your use of Software is subject to all agreements such as a license agreement or user agreement that accompanies or is included with the Software, ordering documents, exhibits, and other terms and conditions that apply ("License Terms"). In the event that Software is provided on or through the Site and is not licensed for your use through License Terms specific to the Software, you may use the Software subject to the following:

- (a) the Software may be used solely for your personal, informational, non-commercial purposes;
- (b) the Software may not be modified or altered in any way; and
- (c) the Software may not be redistributed.

3. Use of Materials

You may download, store, display on your computer, view, listen to, play and print Materials that SunTracker publishes or broadcasts on the Site or makes available for download through the Site subject to the following:

- (a) the Materials may be used solely for your personal, informational, non-commercial purposes;
- (b) the Materials may not be modified or altered in any way; and
- (c) the Materials may not be redistributed.

4. Use of Community Services

Community Services are provided as a convenience to users and SunTracker is not obligated to provide any technical support for, or participate in, Community Services. While Community Services may include information regarding SunTracker products and services, including information from SunTracker employees, they are not an official customer support channel for SunTracker.

You may use Community Services subject to the following:

- (a) Community Services may be used solely for your personal, informational, non-commercial purposes;
- (b) Content provided on or through Community Services may not be redistributed; and
- (c) personal data about other users may not be stored or collected except where expressly authorized by SunTracker.

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6. Your Content

You agree that you will only upload, share, post, publish, transmit, or otherwise make available ("Share") on or through the Site Content that you have the right and authority to Share and for which you have the right and authority to grant to SunTracker all of the licenses and rights set forth herein. By Sharing Content, you grant SunTracker a worldwide, perpetual, royalty-free, irrevocable, nonexclusive, fully sublicensable license to use, reproduce, modify, adapt, translate, publish, publicly perform, publicly display, broadcast, transmit, distribute and redistribute the Content for any purpose and in any form, medium, or technology now known or later developed. This includes, without limitation, the right to incorporate or implement the Content into any SunTracker product or service, and to display, market, sublicense, distribute and redistribute the Content as incorporated or embedded in any product or service distributed or offered by SunTracker without compensation to you. You warrant that:

- (a) you have the right and authority to grant this license;

- (b) SunTracker's exercise of the rights granted pursuant to this license will not infringe or otherwise violate any third party rights; and
- (c) all so-called moral rights in the Content have been waived to the full extent allowed by law.

You agree that you will neither use the Site in a manner, nor Share any Content, that:

- (a) is false or misleading;
- (b) is defamatory, derogatory, degrading or harassing of another or constitutes a personal attack;
- (c) invades another's privacy or includes, copies or transmits another's confidential, sensitive or personal information;
- (d) promotes bigotry, racism, hatred or harm against any group or individual;
- (e) is obscene or not in good taste;
- (f) violates or infringes or promotes the violation or infringement of another's rights, including intellectual property rights;
- (g) you do not have the right and authority to Share and grant the necessary rights and licenses for;
- (h) violates or promotes the violation of any applicable laws or regulations;
- (i) contains a solicitation of funds, goods or services, or promotes or advertises goods or services;
or
- (j) contains any viruses, Trojan horses, or other components designed to limit or harm the functionality of a computer.

SunTracker may report you to the relevant authorities and may act under the fullest extent of applicable laws if you transmit or upload content intended or designed to cause harm.

SunTracker does not want to receive confidential information from you through or in connection with the Site. Notwithstanding anything that you may note or state in connection with Sharing Content, it shall not be considered confidential information and shall be received and treated by SunTracker on a non-confidential and unrestricted basis and SunTracker shall not take and shall not be required to take any steps to safeguard the confidentiality of any information that you Share, other than as specified in the Privacy Policy.

7. Security, Passwords and Means of Accessing the Site and Content

You agree not to access or use the Site in any manner that could damage, disable, overburden, or impair any SunTracker accounts, computer systems or networks. You agree not to attempt to gain unauthorized access to any parts of the Site or any SunTracker accounts, computer systems or networks. You agree not to interfere or attempt to interfere with the proper working of the Site or any SunTracker accounts, computer systems or networks. You agree not to use any robot, spider, scraper or other automated means to access the Site or any SunTracker accounts, computer systems or networks without SunTracker's express written permission.

If any of the Services require you to open an account, you must complete the registration process by providing us with current, complete and accurate information as required by the applicable registration form. You may also be required to choose a password and a user name. Access to and use of password protected or secure areas of the Site are restricted to authorized users only. You agree not to share your password(s), account information, or access to the Site with any other person. You are responsible for maintaining the confidentiality of password(s) and account information, and you are responsible for all activities that occur through the use of your password(s) or account(s) or as a result of your access to the Site. You agree to notify SunTracker immediately of any use of your password(s) or account(s) that you did not authorize or that is not authorized by these Terms of Use.

8. No Unlawful or Prohibited Use

You agree not to use the Site, or Content provided on or through the Site, for any purpose that is unlawful or prohibited by these Terms of Use or the rules, guidelines or terms of use posted for a specific area of the Site or Content provided on or through the Site.

9. Indemnity

You agree to indemnify and hold harmless SunTracker, its officers, directors, employees and agents from and against any and all claims, liabilities, damages, losses or expenses, including reasonable attorneys' fees and costs, due to or arising out of Content that you Share, your violation of these Terms of Use or any additional rules, guidelines or terms of use posted for a specific area of the Site or Content provided on or through the Site, or your violation or infringement of any third party rights, including intellectual property rights.

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SunTracker has no obligation to monitor the Site or screen Content that is Shared on or through the Site. However, SunTracker reserves the right to review the Site and Content and to monitor all use of and activity on the Site, and to remove or choose not to make available on or through the Site any Content in its sole discretion. SunTracker may remove Content that is confidential or proprietary to a third party without that third party's permission.

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SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE DISCLAIMER, EXCLUSION OR LIMITATION OF CERTAIN LIABILITIES. TO THE EXTENT THAT THEY ARE HELD TO BE LEGALLY INVALID, DISCLAIMERS, EXCLUSIONS AND LIMITATIONS SET FORTH IN THESE TERMS OF USE, INCLUDING THOSE SET FORTH IN SECTIONS 13 AND 14, DO NOT APPLY AND ALL OTHER TERMS SHALL REMAIN IN FULL FORCE AND EFFECT.

16. Privacy Policy

SunTracker is concerned about your privacy and has developed a policy to address privacy concerns. For more information, please see SunTracker's Privacy Policy. Any personal information collected on this Site may be accessed and stored globally and will be treated in accordance with SunTracker's Privacy Policy. You understand that SunTracker collects, uses, processes, possesses, and otherwise stores your personal information and utilization data and may share such data with third party service providers for the purpose of improving or providing services subject to SunTracker's Privacy Policy.

17. Persons Not of Age of Majority

Persons who are not of the age of majority are not eligible to use the Site, and we ask that no information in relation to such persons be submitted to us.

18. Export Restrictions/Legal Compliance

You may not access, download, use or export the Site, or the Content provided on or through the Site, in violation of Canadian or United States export laws or regulations, or in violation of any other applicable laws or regulations. You agree to comply with all export laws, restrictions and regulations of any Canadian or applicable agency or authority, and to not directly or indirectly provide or otherwise make available any services and products of SunTracker in violation of any such restrictions, laws or regulations, including, without limitation, laws, restrictions or regulations pertaining to the development, design, manufacture or production of nuclear, chemical or biological weapons or missile technology. As applicable, you shall obtain and bear all expenses related to any necessary licenses, authorizations, and/or exemptions with respect to your own use of the services of SunTracker outside Canada. Neither the services or products of SunTracker nor the underlying information or technology may be downloaded or otherwise provided or made available, either directly or indirectly, into any country subject to Canadian trade sanctions, to individuals or entities controlled by such countries, or to nationals or residents of such countries other than nationals who are lawfully admitted permanent residents of countries not subject to such sanctions. By agreeing to these Terms of Use, you agree to the foregoing and represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

19. Forward-Looking Information

Statements set forth in the Site may constitute forward-looking information within the meaning of the *Securities Act* RSBC 1996 Ch. 418 or other applicable laws. While these forward-looking statements represent our current judgment on what the future holds, they are subject to risks and uncertainties that could cause actual results to differ materially. You are cautioned not to place undue reliance on these forward-looking statements, which reflect our opinions only as of the date such statements are set forth in the Site. Please keep in mind that we are not obligating ourselves to revise or publicly release the results of any revision to these forward-looking statements in light of new information or future events.

20. Availability of Products

Information on the Site may reference or cross-reference SunTracker products, programs, or services that might not be available in your location. Such references do not imply that SunTracker plans to make such products, programs, or services available in your location. Please contact SunTracker or a SunTracker representative for more information.

21. Waiver and Severability

The failure of SunTracker to exercise or enforce any rights or provisions in these Terms of Use shall not constitute a waiver of such right or provision. If any part or provision of these Terms of Use is found to be unenforceable, such part or provision may be modified to make the Terms of Use as modified legal and enforceable. The balance of the Terms of Use shall not be affected.

22. Applicable Laws

All matters relating to your access to, and use of, the Site and Content provided on or through or uploaded to the Site shall be governed by Canadian federal law or the laws of the Province of British Columbia. Any legal action or proceeding relating to your access to, or use of, the Site or Content shall be instituted in the Province of British Columbia, Canada. You and SunTracker agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.

23. Copyright/Trademark

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24. Injunctive Relief.

The parties agree that the SunTracker may be irreparably damaged if any provision of this Terms of Use is not performed in accordance with its terms by you. Accordingly, SunTracker will be entitled to apply for an injunction or injunctions to prevent breaches of any of the provisions of this Terms of Use by you, without showing or proving any actual or threatened damage, notwithstanding any rule of law or equity to the contrary, and may specifically enforce such provisions by an action instituted in a court having jurisdiction. These specific remedies are in addition to any other remedy to which Suntracker may be entitled at law or in equity.

25. Contact Information

If you have any questions regarding these Terms of Use, please contact SunTracker at legal@suntrackertech.com. If you have any other questions, contact information is available at the Contact SunTracker page on the Site.

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