

# Website Terms and Conditions of Use

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## **Acceptance of the Website Terms and Conditions of Use**

These website terms and conditions of use for trykeep.com, constitute a legal agreement and are entered into by and between you and Keep Technologies Corp. ("**Keep**," "**we**," "**us**," "**our**"). The following terms and conditions, together with any documents and/or additional terms they incorporate expressly by reference (collectively, these "**Terms and Conditions**"), govern your access to and use of trykeep.com (the "**Website**").

**BY USING THE WEBSITE OR BY CLICKING TO ACCEPT THE TERMS AND CONDITIONS, YOU ACCEPT AND AGREE TO BE BOUND AND COMPLY WITH THESE TERMS AND CONDITIONS AND OUR PRIVACY POLICY, FOUND AT [trykeep.com/privacy-policy](https://trykeep.com/privacy-policy), INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS OR THE PRIVACY POLICY, YOU MUST NOT ACCESS OR USE THE WEBSITE.**

By using this Website, you represent and warrant that you are the legal age of majority under applicable law to form a binding contract with Keep and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

## **Products and Services on this Website**

The products and services offered by Keep on this Website are subject to the applicable agreements and/or terms and conditions governing their use, and you are responsible for reviewing any such agreements and/or terms and conditions. Any such agreements or terms and conditions of Keep shall apply to all transactions and other activities facilitated by you in connection with your accounts at Keep, including those that may be performed on or through the Website. This Website does not constitute an offer or solicitation to anyone in any jurisdiction in which such an offer or solicitation is not authorized or to any person to whom it is unlawful to make such a solicitation.

## **Modifications 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 by posting a notice on the homepage of the Website or by sending you an email. 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 Website homepage and 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, and the 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 Account Set-Up and Security**

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

The safety and security of information also depends on you. Users are required to ensure that all persons who access the Website through a user's account 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.

Any username, password, or any other piece of information chosen by you, or by an organization that has authorized you to use its account, as part of our security procedures, must be treated as confidential. You must exercise caution when accessing an account from a public or shared computer so that others are not able to view or record your password or other account or personal information. You agree to notify us immediately of any unauthorized access to or use of your, or your organization's, username or password or any other breach of security. You also agree to ensure that you logout from your, or your organization's, account at the end of each session.

We reserve the right at any time and from time to time, to disable or terminate any account, any username, password, or other identifier, in our sole discretion for any or no reason, including any violation of any provision of these Terms and Conditions.

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 Keep, 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.

Keep's name, the Keep logo, and all related names, logos, product and service names, designs, images, and slogans are trademarks of Keep or its affiliates or licensors. You must not use such marks without the prior written permission of Keep. 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 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; and
- (b) a reasonable number of copies for personal use only may be printed or downloaded keeping any proprietary notices thereon, which may only be used for lawful personal use and not for further reproduction, publication, or distribution of any kind on any medium whatsoever.

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If you send or transmit any communications or materials to Keep by mail, email, telephone, or otherwise, suggesting or recommending changes to the Website or Keep's products or services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Keep is free to use such Feedback and will not treat such Feedback as confidential information. You hereby assign to Keep, all right, title, and interest in, and Keep is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Keep is not required to use any Feedback.

## **Enforcement, Suspension, and Termination**

Keep has the right, without provision of notice to:

- 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. Without limiting the foregoing and subject to applicable privacy laws, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone using 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.

YOU WAIVE AND HOLD HARMLESS KEEP AND ITS PARENT, SUBSIDIARIES, AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, AND SUCCESSORS FROM ANY AND ALL CLAIMS RESULTING FROM ANY ACTION TAKEN BY KEEP AND ANY OF THE FOREGOING PARTIES RELATING TO ANY, INVESTIGATIONS BY EITHER KEEP OR SUCH PARTIES OR BY LAW ENFORCEMENT AUTHORITIES.

## **No Reliance**

The content on our Website is provided for general information purposes only. It is not intended as specific investment, financial, legal or tax advice or other professional advice, and should not be relied upon in that regard. 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 Keep nor its parent, subsidiaries, affiliates, and their respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, or successors have any responsibility or liability whatsoever for your use of this Website.

This Website may include content provided by third parties, including from third-party licensors. All statements and/or opinions expressed in any such third-party content, other than the content provided by Keep, are solely the opinions and the responsibility of the entity providing those materials. Such materials do not necessarily reflect the opinion of Keep. Neither Keep nor its parent, subsidiaries, affiliates, and their respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, or successors have any responsibility or liability whatsoever to you, or any third party, for the content or accuracy of any third-party materials.

## **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 [trykeep.com/privacy-policy](http://trykeep.com/privacy-policy), as we deem necessary for use of the Website and our provision of products or services.

By using this Website you are consenting to the use of cookies which allow a server to recall previous requests or registration and/or IP addresses to analyze website use patterns. You can set your browser to notify you before you receive a cookie, giving you the chance to decide whether to accept it. You can also set your browser to turn off cookies. If you do, however, some areas of the Website may not function adequately.

### **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.

Our Website must not be framed on any other site, nor may you create a link to any part of our Website other than the homepage. We reserve the right to withdraw linking permission without notice. You agree to cooperate with us in causing any unauthorized framing or linking to immediately stop.

### **Geographic Restrictions**

We provide this Website for use only by persons located in Canada, excluding Québec. This Website is not intended for use in any jurisdiction where its use is not permitted. If you access the Website from outside Canada, you do so at your own risk and you are responsible for compliance with local laws of your jurisdiction.

### **Disclaimer of Warranties**

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE WEBSITE AND ITS CONTENT IS AT YOUR OWN RISK. THE WEBSITE AND ITS CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW (SUCH AS EXCLUSIONS OF IMPLIED WARRANTIES THAT MAY APPLY IF YOU ARE A CONSUMER UNDER APPLICABLE CONSUMER PROTECTION LEGISLATION).

NEITHER KEEP NOR ITS PARENT, 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 KEEP NOR ITS PARENT, 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.

#### **Limitation on Liability**

EXCEPT WHERE SUCH EXCLUSIONS ARE PROHIBITED BY LAW, UNDER NO CIRCUMSTANCE WILL KEEP NOR ITS PARENT, 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 (INCLUDING NEGLIGENCE), 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 EVEN IF THE PARTY WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW.

## **Indemnification**

To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless Keep, its parent, 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 attorneys' 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, 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, principle, or rule (whether of the laws of the Province of Ontario or any other jurisdiction) 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, our Privacy Policy, and all other applicable agreements and terms and conditions related to the products and services offered on this Website constitute the sole and entire agreement between you and Keep Technologies Corp. regarding your access to and use of the Website. To the extent of any conflict, the agreements and terms and conditions related to the products and services offered on this Website prevail. These Terms and Conditions supersede any prior or contemporaneous agreements between you and Keep with respect to the subject matter hereof.

## **Reporting and Contact**

This website is operated by Keep Technologies Corp., 515 Legget Drive, Suite 800, Ottawa, Ontario, Canada, K2K 3G4.

Should you become aware of misuse of the website, you must report it to Keep at [support@trykeep.com](mailto:support@trykeep.com).

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to [support@trykeep.com](mailto:support@trykeep.com).