



PLEASE READ THE FOLLOWING CAREFULLY

THESE TERMS AND CONDITIONS OF USE CONTAIN LIMITATIONS OF LIABILITY AND INDEMNITIES

These terms and conditions, together with any documents and/or additional terms they expressly incorporate by reference (collectively, these "**Terms of Use**") are a legal agreement between Pason Systems Corp. and/or its affiliates (as that term is defined in the *Business Corporations Act* (Alberta)) ("**Pason**", "**we**", "**our**", or "**us**") and you, as the company or other entity using, viewing or otherwise accessing this website located at www.pason.com and any sites operated by an affiliate of Pason and linked to www.pason.com by Pason and/or its affiliates (collectively, the "**Website**"). These Terms of Use govern your access to and use of, including any content, functionality, and services offered on or through the Website.

BY USING THE WEBSITE, YOU ACCEPT AND AGREE TO BE BOUND AND COMPLY WITH THESE TERMS OF USE AND OUR WEBSITE PRIVACY POLICY, FOUND AT [PRIVACY POLICY \(PASON.COM\)](http://www.pason.com/privacy-policy), INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS OF USE OR THE PRIVACY POLICY, YOU MUST NOT ACCESS OR USE THE WEBSITE.

1. Modifications to the Terms of Use to the Website

Pason reserves the right in its sole discretion to change, modify, add, or remove portions of these Terms of Use or any other legal notices, legal terms, policies and guidelines governing the Website 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. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Website following the posting of changes will mean that you accept and agree to the changes.

The information and material on this Website may be changed, withdrawn, or terminated at any time in our sole discretion without notice.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.

For greater clarity, in the event of any inconsistency between these Terms of Use and any other legal notices, legal terms, policies and guidelines pertaining to specific pages or areas of the Website or products and services offered through the Website, such other legal notices, legal terms, policies and guidelines take precedence unless otherwise specifically noted in the Terms of Use.

2. Access to the Website

To access certain parts of this Website or some of the resources it has to offer, you may be asked to provide certain registration details or other information. By doing so, you consent to all actions we take with respect to such information consistent with our Website [Privacy Policy](#). It is a condition of your use of this Website that all the information that you provide to this Website will be correct, current, and complete. If Pason believes that the information you provide is not correct, current, or complete, Pason has the right to refuse you access to this Website or any of its resources, and to terminate or suspend your access at any time. However, Pason has no obligation to verify the accuracy, currency, completeness, or usefulness of any information that you have provided.

3. Restrictions on Use

You may use this Website for your personal and non-commercial purposes as expressly permitted by this Website. You may not use this Website for any other purpose, including any commercial purpose except as expressly contemplated and permitted by the Website, without Pason's express prior written consent. For example, you may not (and may not authorize any other party to) (a) co-brand this Website; (b) frame this Website; or (c) hyperlink to this Website, without the express prior written permission of an authorized representative of Pason. For purposes of these Terms of Use, "co-branding" means to display any name, logo, trade-mark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute this Website or content accessible within this Website or which may confuse a user as the nature of the relationship between any party and Pason. You agree to cease and desist causing any unauthorized co-branding, framing, or hyperlinking upon notice from Pason and will cooperate at all times with Pason following Pason's discovery of any such illegal activity.

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 Pason'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.

We reserve the right at any time and from time to time, to disable or terminate your account, any username, password, or other identifier, whether chosen by you or provided by us, in our sole discretion for any or no reason, including any violation of any provision of these Terms of Use.

4. Proprietary Information

- (a) The Website contains software, code, data, displays, information (including product information and employment opportunities), graphics, photos, images, video, audio, software, logos, icons, other materials and services (“**Website Content**”) furnished by Pason. The Website Content is owned by Pason, its licensors, or other providers of such material and protected under Canadian copyright and trade-mark laws and other laws of Canada and other nations. Unless otherwise noted on the Website, all Website Content, including the collection, arrangement, and assembly of such content, is the exclusive property of Pason and its licensors. You may not copy, sell, license, transfer, publish, reproduce, modify, display, reverse engineer, decompile, disassemble, adapt, translate, transmit, arrange, bundle, sublicense, export, merge, loan, rent, lease, assign, share, outsource, host, distribute in any way, prepare derivative works based on, re-post, make available to any person or otherwise use, either directly or indirectly, any of the Website Content, in whole or in part, in an form or by any means whatsoever, be they physical, electronic or otherwise, for any public or commercial purpose, except as expressly contemplated and permitted by the Website, without the prior written consent of Pason. You will not permit, allow, or do anything that would infringe or otherwise prejudice the proprietary rights of Pason or its licensors or allow any third party to access the Website Content. The restrictions set out herein will not apply to the limited extent the restrictions are prohibited by applicable law.
- (b) Trademarks, service marks, and logos appearing in this Website are the property of Pason or the party that provided the trademarks, service marks, and logos to Pason, its affiliates, or licensors. Pason and any party that provided trademarks, service marks, and logos to Pason retain all rights with respect to any of their respective trademarks, service marks, and logos appearing on this Website. Nothing contained in this Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark displayed on this Website. You must not use such marks without the prior written permission 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.
- (c) 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:
 - i. your computer and browser may temporarily store or cache copies of materials being accessed and viewed;
 - ii. 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; and
 - iii. one single user copy may be downloaded with any proprietary notices intact, for your own personal, non-commercial use, conditional on your agreement to be bound by our end user license agreement for such downloads.
- (d) 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 Website.
- (e) If you print off, copy, or download any part of our Website in breach of these Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. 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 Pason. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may infringe or violate copyright, trademark, and other intellectual property or other proprietary laws.

5. Third Party Content

- (a) This Website may also contain information, software, or materials (“**Third Party Content**”) that is owned or provided by persons other than Pason (“**Third Party Providers**”). Pason makes no representations or warranties with respect to such Third Party Content and does not undertake to conduct any independent investigation of Third Party Content. Inclusion of information or materials from third parties on this Website does not mean, unless expressly stated otherwise, that Pason or any of its affiliates endorse or agree with such Third Party Content.
- (b) You understand that you have no proprietary rights in the Third Party Content and that the Third Party Providers retain all proprietary right, title or interest, including copyright, in their respective Third Party Content, except as expressly described on the Website.
- (c) You may not copy, sell, license, transfer, publish, reproduce, modify, display, reverse engineer, decompile, disassemble, adapt, translate, transmit, arrange, bundle, sublicense, export, merge, loan, rent, lease, assign, share, outsource, host, distribute in any way, prepare derivative works based on, re-post, make available to any person or otherwise use, either directly or indirectly, any of the Third Party Content, in whole or in part, in an form or by any means whatsoever, be they physical, electronic or otherwise, for any public or commercial purpose, except as expressly contemplated and permitted by the Website, without the prior written consent of the Third Party Providers. You will use your best efforts to stop any such copying or distribution immediately after you become aware of such use.

6. Hyperlinks

This Website may contain hyperlinks or pointers to other websites which are not maintained by, or related to, Pason. Hyperlinks and pointers to such sites are provided solely as a convenience to you and do not imply any endorsement by Pason of, any affiliation with or endorsement by the owner of the linked site. Pason has no control over such third party websites. Pason is not responsible for the availability of such external websites and no endorsement of any third party products or services is expressed or implied by any information, material or content referred to or included on or linked from or to the Website. Pason does not assume responsibility for the accuracy, completeness, accessibility and usefulness of the information, data, opinions, advice or statements contained at such websites and your access and use of such third party websites, including any information, material, products and services therein, is solely at your own risk.

Pason accepts no liability for any indirect, incidental, exemplary, consequential, punitive or other losses or damages of whatsoever kind arising out of access to or use of any hyperlinked website or any information or reliance on any such content, goods or services available on or through any such linked website. You also understand and agree that Pason's Website [Privacy Policy](#), is applicable only while you are using the Website. Once you are linked to another website, you should read the privacy statement of that website before disclosing any personal information.

7. Conduct and the Use of Email, Submissions and Standards

- (a) Pason expects that you will access and use the Website in a professional, responsible and ethical manner in accordance with applicable laws and in accordance with these Terms of Use. As a visitor to the Website, you may have the opportunity to post comments, submit questions or other information (including your resume) or otherwise engage in dialogue with representatives of Pason through the sending of email to the Website. Pason welcomes your content, material, remarks, suggestions, ideas, graphics, and other information communicated to Pason by you through this Website (collectively, a "**Submission**") so long as such Submissions are not obscene, illegal, threatening, defamatory, invasive of privacy, infringing of third party intellectual property or privacy rights, or is otherwise injurious to third parties and does not consist of or contain software viruses, commercial solicitation, chain letters, political campaigning, or any form of "spam". Of course, you are prohibited from using a false e-mail address, from impersonating another person or entity, or otherwise misleading Pason as to your identity when you are on the Website or otherwise communicating with Pason.
- (b) You hereby grant to Pason a royalty-free, perpetual, irrevocable, worldwide, non exclusive right and license to reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, copy, bundle, market, adapt, transmit, arrange, sublicense, export, merge, transfer, loan, rent, lease, assign, share, outsource, host, make available to any person, display or otherwise use any Submission communicated to Pason by you through this Website (including, without limitation, any ideas, concepts, inventions, know-how, techniques or any intellectual property contained therein) and to incorporate any Submission in other works in any form, media, or technology now known or later developed, including for advertising and promotion purposes, for any purpose, whatsoever, without any duty to account to you. You represent and warrant that you own or otherwise control all of the rights to the Submission that you post; that the Submission is accurate; that the use of the Submission that you supply does not violate these Terms of Use and will not cause injury to any person or entity, and that you will indemnify Pason and/or its affiliates for all claims resulting from any Submission that you provide to Pason. In addition, you irrevocably waive all of your moral rights as author in respect of such Submission, however arising. Pason will not be required to treat any Submission as confidential, and may use any Submission in its business (including without limitation, for products or advertising) without incurring any liability for royalties or any other consideration of any kind, and will not incur any liability as a result of any similarities that may appear in future Pason operations.
- (c) The following content standards apply to any and all Submissions and any and all other content, material and information you submit, post, publish, display or transmit to the Website or to the users or persons (collectively, "**User Submissions**"). Any and all User Submissions must also comply with all applicable federal, provincial, local, international laws, regulations Without limiting the foregoing, you warrant and agree that your use of the Website and any User Submissions shall not:
 - i. in any manner violate any applicable federal, provincial, local, or international law or regulation including, without limitation, any laws regarding the export of data or software, patent, trademark, trade secret, copyright, or other intellectual property, legal rights (including the rights of publicity and privacy of others) or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Website [Privacy Policy](#);
 - ii. involve downloading, posting, e-mailing or otherwise transmitting any material that is exploitive, unlawful, harmful, threatening, abusive, harassing, tortuous, homophobic, sexist, defamatory, vulgar, violent, inflammatory, obscene, libellous, invasive of another's privacy, hateful, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age or other such legally prohibited ground or be or be otherwise objectionable, including but not limited to any User Submission which encourages conduct that would constitute a criminal offence, violate the laws of others or otherwise violates any applicable local, provincial, national or international law, such determination to be made in Pason's sole discretion;
 - iii. involve stalking, attempting to exploit or harm any individual (including minors) in any way by exposing them to inappropriate content or otherwise or ask for personal information as prohibited under applicable laws, regulations, or code;
 - iv. in any matter violate the terms of use of any third-party website that is linked to the Website;
 - v. involve downloading, posting, e-mailing or otherwise transmitting any User Submission that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as insider information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
 - vi. involve downloading, posting, e-mailing or otherwise transmitting any User Submission that infringes, misappropriates, or otherwise violates any third party's copyright, patent, trade-mark, or other proprietary right of publicity or privacy, or encourages or enables any other party to do so;
 - vii. involve using the Website or any Website Content or Third Party Content (collectively, "**Content**") downloaded through the Website to post, e-mail or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
 - viii. involve uploading, posting, e-mailing or otherwise transmitting any User Submission to the Website that contains software viruses/malware or any other computer code, files or programs designed to interrupt, destroy, alter, or limit the functionality of any computer software or hardware or telecommunications equipment or that imposes an unreasonable or

disproportionately large load on the Website's infrastructure or limits the functionality of any Pason or third party computer hardware, software, networks, or hardware or telecommunications equipment;

- ix. interfere with or disrupt the Website or servers or networks connected to the Website, including attempting to interfere with the access of any other user, host or network, including without limitation, overloading, initiating, propagating, participating, directing or attempting any "denial of service" attacks, "spamming", "crashing", or "mail-bombing" the Website or disobeying any requirements, procedures, policies or regulations of networks connected to the Website;
- x. involve directing bots, spiders, crawlers or any other automated process at Pason's computer systems or otherwise, create unreasonable load upon any of Pason's computer hardware, network, storage, input/output or electronic control devices;
- xi. involve, provide, or contribute any false, inaccurate, or misleading information;
- xii. include sending, knowingly receiving, uploading, downloading, using, or reusing any material that does not comply with these Terms of Use;
- xiii. impersonate or attempt to impersonate Pason, a Pason employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing);
- xiv. encourage any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm Pason or users of the Website or expose them to liability;
- xv. promote any illegal activity, or advocate, promote, or assist any unlawful act; or
- xvi. give the impression that they originate from or are endorsed by us or any other person or entity, if this is not the case.

(d) Pason will treat any personal information that you submit through this Website in accordance with its Website [Privacy Policy](#).

8. Website Monitoring and Enforcement, Suspension, and Termination

Pason has the right, without provision of notice to:

- (a) remove or refuse to post on the Website any User Submissions for any or no reason in our sole discretion;
- (b) 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 of Use;
- (c) 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, 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 posting any materials on or through the Website; and
- (d) 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 of Use.

YOU WAIVE AND HOLD HARMLESS PASON AND ITS 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 PASON AND ANY OF THE FOREGOING PARTIES RELATING TO ANY, INVESTIGATIONS BY EITHER PASON OR SUCH PARTIES OR BY LAW ENFORCEMENT AUTHORITIES.

We have no obligation, nor any responsibility to any party to monitor the Website or its use, and do not and cannot undertake to review material that you or other users submit to the Website. We cannot ensure prompt removal of objectionable material after it has been posted and we have no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party, subject to applicable laws.

9. 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 Website.

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 Pason nor its affiliates, nor 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.

10. Privacy Policy

Please click [here](#) to read and review Pason's Website Privacy Policy, which describes Pason's privacy policies and practices in detail, as such statement may be amended from time to time by Pason. Pason advises you to check the Privacy Policy on a frequent basis for changes. You hereby consent to the use of your personal information by Pason in accordance with the terms and for the limited purposes set forth in the Privacy Policy. By agreeing to these Terms of Use, you acknowledge and agree that certain information about you is subject to Pason's Privacy Policy.

11. Disclaimer of Warranties and Limitation on Liability

- (a) In some circumstances, this Website may contain forward-looking statements. Please click here <https://www.pason.com/investor->

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- (b) YOUR USE OF THIS WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. EXCEPT AS MAY OTHERWISE EXPRESSLY BE PROVIDED ON THE WEBSITE, EVERYTHING ON THE WEBSITE, INCLUDING THE CONTENT, IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY REPRESENTATIONS, WARRANTIES, GUARANTEES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. EXCEPT AS MAY OTHERWISE EXPRESSLY BE PROVIDED ON THE WEBSITE, PASON EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, GUARANTEES AND CONDITIONS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT OR NON-INFRINGEMENT OR THOSE ARISING OUT A COURSE OF DEALING OR USAGE OF TRADE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.
- (c) NEITHER PASON NOR ITS AFFILIATES, NOR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS, MAKE ANY REPRESENTATIONS, WARRANTIES, ENDORSEMENT, OR CONDITIONS REGARDING THE COMPLETENESS, SECURITY, RELIABILITY, SUITABILITY, CURRENCY, ACCURACY, AVAILABILITY OR APPROPRIATENESS OF THE WEBSITE, THE CONTENT OR ITS USEFULNESS FOR YOUR PURPOSES. WITHOUT LIMITING THE FORGOING, NEITHER PASON NOR ITS AFFILIATES, NOR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS, REPRESENT OR WARRANT THAT (I) THE FUNCTIONS OR CONTENT CONTAINED IN THIS WEBSITE WILL BE UNINTERRUPTED, RELIABLE, ACCURATE, COMPLETE, SUITABLE, VALID, TRUTHFUL, ERROR-FREE OR WILL MEET YOUR REQUIREMENTS IN ANY WAY; (II) THAT DEFECTS WILL BE CORRECTED, OR THAT THIS WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (III) THE USE OF THE CONTENT AND THE WEBSITE WILL BE TIMELY, SECURE, OR ERROR-FREE; (IV) THE RESULTS THAT MAY BE OBTAINED FROM YOUR USE OF THE CONTENT AND THE WEBSITE WILL ACCURATE, BENEFICIAL OR RELIABLE; OR (V) THE QUALITY OF ANY CONTENT OBTAINED BY YOU THROUGH YOUR USE OF THE WEBSITE WILL MEET YOUR EXPECTATIONS. THE CONTENT MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND PASON MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME.
- (d) EXCEPT WHERE SUCH EXCLUSIONS ARE PROHIBITED BY LAW, UNDER NO CIRCUMSTANCE WILL PASON OR ITS 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.
- (e) PASON CANNOT AND DOES 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.

12. Indemnity

To the maximum extent permitted by applicable law, you agree at all times to indemnify, defend and hold harmless Pason, its affiliates, and their respective employees, contractors, agents, officers, directors, service providers, contractors, licensors, suppliers, successors and assigns (the "**Indemnified Parties**") from and against any claims, losses, judgements, actions, proceedings, damages, costs and expenses (including without limitation, reasonable legal and other fees and disbursements) arising out of or relating to your breach of these Terms of Use or your use of the Website, including, but not limited to, your User Submissions, third-party sites, any use of the Content, services, and products other than as expressly authorized in these Terms of Use. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of the Content or the Website.

13. Security

- (a) Any username, password, or any other piece of information chosen by you, or provided to you as part of our security procedures, are for individual use only and must be treated as confidential. You will be responsible for the security of your password (if any). Please change your passwords frequently.
- (b) You agree not to disclose your password to any other person or entity and Pason and its officers, directors and employees will not be responsible for the unauthorized use of your profile by any other person and are under no obligation to confirm the actual identity of any password. You also agree to change your password on a regular basis in order to reduce the potential for

unauthorized third party use and agree to notify Pason immediately upon becoming aware of any known or suspected unauthorized use(s) of your password to gain access to your profile, or any known breach of security, including loss, theft or unauthorized disclosure of your password or account or any other breach of security, via e-mail to techsupport@pason.com if at any time your password or username is, or you believe it has been, lost, stolen, disclosed, or otherwise compromised. Pason cannot and will not be liable for any loss or damage arising from your failure to comply with these provisions. You are prohibited from using any services or facilities provided in connection with this Website to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing tools) is strictly prohibited. If you become involved in any violation of system security, Pason reserves the right to release your details to system administrators at other sites in order to assist them in resolving security incidents. Pason reserves the right to investigate suspected violations of these Terms of Use.

- (c) Pason reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing Pason to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms of Use. By using this Website, you hereby waive, and will hold Pason harmless from, any claims resulting from any action taken by Pason during or as a result of its investigations and/or from any actions taken as a consequence of investigations by either Pason or law enforcement authorities.

14. Applicable Law and Survival

The Website and these Terms of Use 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 or conflict of law provision, principle, or rule (whether of the laws of the Province of Alberta 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 of Use will be instituted in the courts of the Province of Alberta 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. The *United Nations Convention on the International Sale of Goods* is explicitly excluded from this agreement.

Sections 4, 7, 8, 11, and 12 will survive any termination of these Terms of Use for any reason.

15. Termination

You acknowledge and agree that these Terms of Use will remain in effect for so long as you use this Website. You agree that this agreement can only be terminated by you once you have stopped using the Website. Pason reserves the right to terminate your use of the Website at any time, for any reason, with or without cause, if Pason believes that you are violating these Terms of User in any way. Pason also has the right, in its sole discretion, to remove any Submissions from the Website. Pason may also terminate your password on the Website at any time, with or without cause or notice, for any reason. If you wish to terminate your account, you may choose to cease your use of the Website or to send Pason notification by e-mail at techsupport@pason.com. Pason will not be responsible for maintaining or returning Submissions or your password. You should always maintain a copy of your Submissions.

16. Entire Agreement

These Terms of Use and any other legal notices, legal terms, policies and guidelines of Pason linked to these Terms of Use or otherwise made available to you in connection with the Website or any services available through the Website constitute the entire agreement between you and Pason relating to the subject matter hereof and supersede any prior understandings or agreements (whether oral or written), claims, representations, and understandings of the parties regarding such subject matter and the Terms of Use may not be amended or modified except in writing or by making such amendments or modifications available on this Website.

17. No Agency; Third Party Beneficiary

Pason is not your agent, fiduciary, trustee, or other representative. Nothing expressed or mentioned in or implied from these Terms of Use is intended or will be construed to give to any person other than the parties hereto any legal or equitable right, remedy, or claim under or in respect to these Terms of Use. These Terms of Use and all of the representations, warranties, covenants, conditions, and provisions hereof are intended to be and are for the sole and exclusive benefit of Pason and you.

18. Assignment

You may not assign, convey, subcontract, or delegate your rights, duties or obligations hereunder.

19. Severability

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

20. No Waiver

Pason will not be considered to have waived any of its rights or remedies described in these Terms of Use unless the waiver is in writing and signed by Pason. No delay or omission by Pason in exercising its rights or remedies will impair or be construed as a waiver. Any single or partial exercise of a right or remedy will not preclude further exercise of any other right or remedy. Pason's failure to enforce the strict performance of any provision of these Terms of Use will not constitute a waiver of Pason's right to subsequently enforce such provision or any other provisions of these Terms of Use.

21. Headings

The headings used in these Terms of Use are included for convenience only and have no legal or contractual effect and will not affect the

construction or interpretation of these Terms of Use.

22. Reporting and Contact

This Website is operated by:

Pason Systems Corp.
6130 – 3rd Street S.E.,
Calgary, Alberta, Canada T2H 1K4

Should you become aware of any misuse of the Website or breach of these Terms of Use, you must report it to Pason at sales@pason.com.

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed techsupport@pason.com.

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