



TERMS OF USE

Please read these Terms of Use ("Terms") carefully before using Safe Buildings Tech's website, applications, products and services (collectively, the "Service(s)"). The Service is provided to you by Safe Buildings Tech Inc. ("Safe Buildings Tech", "we", "our" or "us"). Your access to and use of the Service is subject to these Terms. By downloading, installing, accessing and/or using the Service you agree to be bound by these Terms whether or not you have read them. **If you do not agree to these Terms, do not download, install, access or use the Service.**

Safe Buildings Tech Inc may at its sole discretion modify these Terms at any time and such modifications will be effective immediately upon being posted on the Service. Please check these Terms periodically for any modifications. **If you do not agree to any modifications of these Terms, you must immediately stop using the Service.** Your continued use of the Service following posting of any modifications will indicate your acceptance of any such modified Terms.

1. Availability

- (a) You may use the Service only if you can form a binding contract with Safe Buildings Tech Inc, and only in compliance with these Terms and all applicable laws. If you are using the Services on behalf of a company, organization or other entity (each, an "Organisation"), "you" shall include such Organization and you represent and warrant to us that you have the authority to bind such Organization to these Terms.
- (b) In order to access and use the Services, you may be required to register and set up an account with us. When you register for an account, you must provide us with accurate and complete information. You are solely responsible for maintaining the confidentiality of your account login credentials, including your password. You are solely responsible for all activities that occur under your account, including unauthorized use by a third party. If you are using the Services on behalf of an Organization, each individual user of the Organization will create their own account and you agree not to share your account within the Organization.
- (c) If you are using Safe Buildings Tech Inc's mobile application(s), we hereby grant you a non-exclusive, time-limited, non-transferable, non-sub-licensable, revocable license to install and use Safe Buildings Tech Inc's mobile application(s) on your mobile device, subject to these Terms.
- (d) Your use of the Service must comply with these Terms and all of our policies.
- (e) We reserve the right to refuse access to the Service to anyone for any reason at any time.

2. Prohibited Activities

Safe Buildings Tech Inc reserves the right at all times to prohibit activities that may damage its legal interests, commercial reputation and/or goodwill, or that of its affiliates or its users. As such,



all conduct that violates law, regulation, or is deemed inappropriate (as determined by Safe Buildings Tech Inc in its sole discretion), whether or not expressly mentioned in these Terms, is prohibited. Without limiting the foregoing, you shall NOT:

- (a) use the Service for any illegal or unauthorized purpose;
- (b) post or otherwise make available on or via the Service Content (as defined below) that is discriminatory, unlawful, infringing, or otherwise inappropriate;
- (c) post or otherwise make available on or via the Service third-party information you are obligated to keep confidential or that you do not have the authority to do so;
- (d) solicit, obtain or use the login credentials of another user of the Service;
- (e) interfere or disrupt the Service or servers or networks connected to the Service, including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature;
- (f) use, modify, reproduce, distribute, sell, license, or otherwise use the Service (or any Service Content accessible therein) without our permission; and
- (g) crawl, scrape, cache, frame, mirror or otherwise access any content on the Service via automated means.

3. User Content

- (a) You are solely responsible for your conduct and any content, including images, comments, and other materials or information that you upload, post or otherwise make available on or via the Service (collectively, the "User Content"). You represent and warrant that the User Content does not and will not violate any law or infringe, misappropriate or otherwise violate the rights of any third-party, including without limitation, privacy rights, copyrights, trade-mark and/or other intellectual property rights.
- (b) Safe Buildings Tech Inc does not claim ownership of any User Content. You grant Safe Buildings Tech Inc a non-exclusive, worldwide, royalty-free, fully paid, sublicensable, fully transferable, perpetual, irrevocable license to use, process, transmit, host, store, transfer, display, reproduce, modify, and disclose the User Content (a) for the purpose of providing the Services to you and our other users, and (b) in a form that does not identify you as the source of the User Content, for our business purposes including to develop and improve Safe Buildings Tech Inc's products and services. You represent and warrant that you have the right to grant all permissions and licenses provided in these Terms.
- (c) We may, but are not obligated to, modify, remove, block, and/or monitor any User Content or user account that we believe in our sole discretion violates these Terms.
- (d) Some portions of the Services provide fire safety plans and other building essential and emergency information and related checklists (collectively, "Service Content")



electronically to you through Safe Buildings Tech Inc's mobile application(s) or software(s) accessible by an Internet browser accessing our website. If you are providing content to us to make available to other users through the Service as Service Content, additional terms and conditions apply.

4. Intellectual Property

- (a) The Service may incorporate, contain or otherwise use content (including Service Content), software or other technology owned or licensed by Safe Buildings Tech Inc (the "Safe Buildings Tech Inc IP"). The Safe Buildings Tech Inc IP may be protected by copyright, trade-mark, patent, trade secret and other laws, and, as between you and Safe Buildings Tech Inc, Safe Buildings Tech Inc retains all rights in the Safe Buildings Tech Inc's IP and the Service(s). You will not remove, alter or conceal any copyright, trade-mark, service mark or other proprietary rights notices incorporated in or accompanying the Safe Buildings Tech Inc's IP and you will not reproduce, modify, adapt, prepare derivative works based on, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit the Safe Buildings Tech Inc's IP.
- (b) If you choose to send us comments, ideas, suggestions, or other feedback ("Feedback"), which is not subject to other provisions in these Terms, you agree that Safe Buildings Tech Inc is free to use any such Feedback, without any restriction, liability or compensation to you of any kind. Safe Buildings Tech Inc's acceptance of such Feedback does not waive any rights to use similar or related Feedback previously known, developed, or otherwise obtained by Safe Buildings Tech Inc from other sources.

5. Privacy Policy

The personal information practices of the Service are governed by the Privacy Policy at safebuildings.ca/legal. Please review this Privacy Policy.

6. Third-Party Content

The Service and Service Content may contain third-party content that is not owned by Safe Buildings Tech Inc. We do not verify, endorse, or assume any responsibility for, any such third-party content. If you access any third-party content from the Service, you do so at your own risk and you agree that Safe Buildings Tech Inc will have no liability arising from your use of or access to any third-party content. All correspondence and/or dealings with a third-party found through the Service are solely between you and the third party.

7. Modifications

We reserve the right to update, upgrade or otherwise modify the Service or your access to the Service at our sole discretion, without notice, and without liability to you. You agree that these Terms will automatically apply to any such update, upgrade or other modification.



8. Termination

We reserve the right to modify or terminate the Service or your access to the Service at our sole discretion, without notice, and without liability to you. Upon termination, all licenses or other rights granted to you in these Terms will immediately terminate. You remain bound by Sections 3, 4, 6, and 8 to 16 of these Terms.

9. Indemnity

You agree to indemnify, defend and hold harmless Safe Buildings Tech Inc and its affiliates and any of their officers, directors, employees, agents and other representatives (collectively, the "Safe Buildings Tech Inc Parties"), from and against any claims, suits, proceedings, disputes, demands, liabilities, damages, losses, costs and expenses, including, without limitation, reasonable legal and accounting fees (including costs of defense of claims, suits or proceedings brought by third parties), in any way related to (a) your access to or use of the Service (and the content provided therein), (b) User Content, (c) your breach of any of these Terms, (d) your violation of any third-party right, including without limitation, any intellectual property rights, (e) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, or (f) any misrepresentation made by you.

10. Disclaimers

The Service, its contents, and any functionalities and services offered or contained therein are provided on an "as is" basis and on an "as available" basis without any representations, warranties, guarantees or conditions of any kind, whether express, legal or implied.

SAFE BUILDINGS TECH INC SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, GUARANTEES AND CONDITIONS, INCLUDING WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES, GUARANTEES AND CONDITIONS OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, ERROR-FREE OR UNINTERRUPTED SERVICE, ACCURACY, AVAILABILITY, RELIABILITY, SECURITY, CURRENCY AND COMPLETENESS ARISING FROM OR RELATING TO THE SERVICE, ITS CONTENT, USER CONTENT OR ANY FUNCTIONALITIES OR SERVICES PROVIDED THEREIN.

Safe Buildings Tech Inc does not verify, endorse, and takes no responsibility and assume no liability for, any Service Content. You understand and agree that you may be exposed to Service Content that is inaccurate, incomplete, incorrect or otherwise unsuited to your purpose.

11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SAFE BUILDINGS TECH INC PARTIES SHALL NOT BE LIABLE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, FOR ANY INDIRECT,



INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM OR RELATED TO (A) USER CONTENT; (B) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICE (AND THE CONTENTS THEREIN); (C) ANY CONDUCT OR CONTENT OF ANY THIRD-PARTY ON THE SERVICE, INCLUDING WITHOUT LIMITATION, ANY SERVICE CONTENT OF OTHER USERS OR THIRD PARTIES; OR (D) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. IN NO EVENT SHALL THE SAFE BUILDINGS TECH INC PARTIES' AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS RELATED TO THE SERVICE EXCEED THE GREATER OF ONE HUNDRED CANADIAN DOLLARS (CAD\$100.00) OR THE AMOUNTS PAID BY YOU TO SAFE BUILDINGS TECH INC FOR THE SERVICE IN THE LAST TWELVE (12) MONTHS PRIOR TO THE ACTION GIVING RISE TO THE LIABILITY.

12. Arbitration

For any dispute you have with any of the Safe Buildings Tech Inc Parties, you agree to first contact us and attempt to resolve the dispute with us informally. If Safe Buildings Tech Inc has not been able to resolve the dispute with you informally, we each agree that any claim, dispute, or controversy (excluding claims for injunctive or other equitable relief) arising out of or in connection with or relating to these Terms are to be arbitrated and finally resolved, pursuant to the National Arbitration Rules of the ADR Institute of Canada, Inc. Unless Safe Buildings Tech Inc agrees otherwise, the place of arbitration shall be Toronto, Ontario, Canada. The language of the arbitration shall be English. Nothing in this Section shall prevent either party from seeking injunctive or other equitable relief from the courts for matters related to intellectual property or unauthorized access to the Service. You hereby consent and submit to the jurisdiction of the courts of the Province of Ontario and the Federal Court of Canada in any such action or proceeding and agree not to commence any action or proceeding except in Toronto, Ontario, Canada. ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND SAFE BUILDINGS TECH INC ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

13. Governing Law and Jurisdiction

The interpretation, validity, effect and enforcement of the Terms are governed by the laws of the Province of Ontario and the laws of Canada applicable therein. These laws apply to the access and use of the Services by you, notwithstanding any conflicts of laws principles, your domicile, residency or physical location.

The Service is controlled and operated from Canada, and we make no representations that the Service is appropriate or available for use in other locations. The Service is intended for use only in jurisdictions where the Service may lawfully be provided for use.



14. Assignment

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Safe Buildings Tech Inc without restriction. Any attempted transfer or assignment in violation of this Section shall be null and void.

15. Entire Agreement

These Terms, together with any policies referred to herein, and any amendments and any additional agreements you may enter into with Safe Buildings Tech Inc in connection with the Service(s), shall constitute the entire agreement between you and Safe Buildings Tech Inc concerning the Service(s) and supersede any prior terms you have with Safe Buildings Tech Inc regarding the Service(s). If any provision of these Terms is deemed invalid, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

16. No Waiver

No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and Safe Buildings Tech Incs' failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.