

## **AWZ VENTURES WEBSITE TERMS OF USE**

Last updated: Sept. 7, 2022

The following Awz Ventures Website Terms of Use, together with any documents and additional terms they expressly incorporate by reference (as updated from time to time, the “**Terms of Use**”) govern your access to and use of: (a) our website located at <https://www.awzventures.com/> (the “**Website**”); and (b) any text, pictures, media, data, information and other materials or content (collectively, the “**Content**”) contained on or provided through the Website.

These Terms of Use form an agreement between Awz Ventures Inc. (“**Awz Ventures**”, “**us**”, “**we**”, “**our**”) and you. The term “**you**” refers to the person or entity browsing, accessing or otherwise using the Website, including any Content (“**use**” or “**using**” in these Terms of Use will mean any of the foregoing).

**BY USING THE WEBSITE, YOU: (A) REPRESENT AND WARRANT THAT (I) YOU HAVE REACHED THE AGE OF MAJORITY IN YOUR JURISDICTION, AND (II) YOU HAVE THE CAPACITY TO ENTER INTO BINDING OBLIGATIONS, AND (B) AGREE TO BE BOUND BY AND COMPLY WITH THESE TERMS OF USE, AS UPDATED FROM TIME TO TIME IN ACCORDANCE WITH SECTION 2.**

These Terms of Use do not alter in any way the terms or conditions of any other agreement you may have with us.

### **1. Disclaimer of Investment Information**

The Website is for information purposes only. Nothing on the Website, including the Content, is intended to provide financial, legal, investment, or tax advice nor is it intended to be relied upon in making an investment or other decision. You should obtain specific professional advice and verify the accuracy of all relevant information before making any investment decision. Additionally, nothing on the Website, including the Content, should be interpreted as: (a) a solicitation, offer, invitation or recommendation to acquire or dispose of securities or any other investment or to engage in any other transaction; (b) a recommendation that you purchase, sell or hold any security or other investment, or that you pursue any investment style or strategy; or (c) advice or a representation as to whether any security or investment is suitable for you or will be profitable.

As a visitor to the Website, you acknowledge and agree that any reliance by you on any information on the Website shall be at your own risk.

### **2. Changes to these Terms of Use and the Website**

- (a) Except where prohibited by applicable law, we reserve the right, in our sole discretion, to change these Terms of Use at any time by posting a new version to the Website. 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 obligation to monitor the Website for any such changes. Your continued access to or use of the Website after any changes to these Terms of Use indicates your acceptance of such changes.
- (b) We reserve the right to modify or discontinue the Website, or any information, materials, and Content on the Website at any time, without notice and without any liability to you.

### **3. Privacy**

Please review our current privacy policy, available at [this link](#), which contains important information about our practices in collecting, storing, using and disclosing information about identifiable individuals (“**Personal Information**”), and which is hereby incorporated into and forms a part of these Terms of Use.

#### 4. **Conditions of Use**

You agree that, in using the Website, including the Content, you shall not:

- (a) in any manner violate any applicable federal, provincial, local, or international law or regulation including, without limitation, any laws regarding patent, trademark, trade secret or copyright;
- (b) disable, overly burden, impair, or otherwise interfere with servers or networks connected to the Website (e.g., a denial of service attack);
- (c) use any data mining, robots, or similar data gathering or extraction methods, or copy, modify, reverse engineer, reverse assemble, disassemble, or decompile the Website or any part thereof or otherwise attempt to discover any source code;
- (d) publish, market, advertise or in any way distribute the Content without our prior written consent;
- (e) promote any illegal activity, or advocate, promote, or assist any unlawful act;
- (f) use the Website for the purpose of building a similar or competitive product or service; or
- (g) authorize, permit, enable, induce or encourage any third party to do the above.

#### 5. **Ownership of the Website**

- (a) All right, title and interest, including intellectual property rights, in and to the Website and the Content, and any updates, adaptation, translation, customization or derivative works of or to the Website or the Content, will remain the sole property of us (or our third-party partners or licensors, if applicable).
- (b) The Website and all other materials provided by us in connection with the Website, including the Content, are protected by copyright in Canada, the United States and elsewhere in the world pursuant to the Berne Convention. You are prohibited from modifying, copying, reproducing, publishing, posting, transmitting, distributing, creating derivative works from, decompiling, transferring or selling any part of the Website or the Content.
- (c) Any trademarks, names, graphics, logos or other identifying marks appearing on the Website or in the Content are the exclusive property of us (or our third-party partners or licensors, as applicable) and may not be used in any manner without our express written consent.

#### 6. **Communications Not Confidential; Malicious Code and Security**

We do not guarantee the confidentiality of any communications made to you through the Website. We do not guarantee the security of data transmitted over the Internet or public networks in connection with your use of the Website. The downloading and viewing of Content is done at your own risk. We do not guarantee or warrant that the Website is compatible with your computer system or that the Website, or any links from

the Website, will be free of viruses, worms, trojan horses or disabling devices or other code that manifests contaminating or destructive properties.

#### 7. **Links**

The Website might offer you links to other websites and services that are owned and operated by third parties and therefore not affiliated with us for such purpose. Please understand that such linked websites or services are independent from Awz Ventures and that Awz Ventures has no control over the content of such websites. Consequently, Awz Ventures cannot be held liable and makes no warranty or representation whatsoever as to the accuracy, timeliness, or completeness of the information contained on such websites or services.

The links which we might place on the Website do not imply that we sponsor, endorse, or are affiliated or associated with, or have been legally authorized to use any trade-mark, trade name, service mark, design, logo, symbol or other copyrighted materials displayed on or accessible through such sites. Use of any such linked website is at the your own risk.

#### 8. **General Disclaimer**

YOU ACKNOWLEDGE, UNDERSTAND, AND AGREE THAT THE WEBSITE AND CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE, ALONG WITH OUR AFFILIATES, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS AND SERVICE PROVIDERS (COLLECTIVELY, THE "**AWZ PARTIES**"), DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND WITH RESPECT TO THE WEBSITE AND CONTENT, WHETHER EXPRESS, IMPLIED, STATUTORY OR COLLATERAL, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES, REPRESENTATIONS AND CONDITIONS OF COMPATIBILITY, SECURITY, RELIABILITY, COMPLETENESS, ACCURACY, CURRENCY, TIMELINESS, QUALITY, INTEGRATION, AND NON-INFRINGEMENT, OR ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS ARISING OUT OF COURSE OF DEALING, OR THAT THE WEBSITE OR CONTENT ARE OR WILL BE ERROR-FREE, VIRUS-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ANY CONTENT IS SAFE IN ANY MANNER FOR DOWNLOAD. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE AWZ PARTIES DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND WITH RESPECT TO THIRD PARTY COMMUNICATIONS AND ANY THIRD PARTY WEBSITES OR CONTENT ACCESSED THROUGH THE WEBSITE.

#### 9. **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AWZ PARTIES BE LIABLE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, FOR ANY LOSSES OR DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE OR OTHERWISE, INCLUDING ANY LOST PROFITS, LOSS OF USE OR DATA, FINES, FEES, PENALTIES, OR OTHER LIABILITIES, IN EACH CASE, WHETHER OR NOT THE AWZ PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM OR RELATED TO THE WEBSITE, CONTENT OR THESE TERMS OF USE.

TO THE EXTENT THAT THE FOREGOING LIMITATION IS NOT PERMITTED BY OR EFFECTIVE UNDER APPLICABLE LAW, IN NO EVENT WILL THE AWZ PARTIES' TOTAL AGGREGATE LIABILITY IN CONNECTION WITH OR UNDER THESE TERMS OF USE, OR YOUR USE OF, OR INABILITY TO MAKE USE OF, THE WEBSITE OR CONTENT, EXCEED \$100 CAD. FOR

GREATER CERTAINTY, THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THESE TERMS OF USE WILL NOT INCREASE THIS MAXIMUM LIABILITY AMOUNT.

**10. Indemnification**

You will defend, indemnify and hold harmless the Awz Parties and each of their respective officers, directors, employees, agents, independent contractors, advertisers and partners, and any licensees, successors and assigns from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature, including reasonable legal and accounting fees, arising out of or in connection with: (a) your use of the Website or Content; or (b) any violation or alleged violation by you of any provision of these Terms of Use.

**11. Term and Termination; Survival**

- (a) These Terms of Use will commence on the day you first access or use the Website or Content and will continue for as long as you access or use the Website or Content, unless earlier terminated in accordance with the provisions of these Terms of Use (the “**Term**”). At any time, we may immediately suspend or terminate your rights to access or use the Website or Content. You may terminate these Terms of Use at any time and with immediate effect by ceasing use of the Website and Content and deleting or destroying any copies of the Content in your possession or control. For greater certainty, if you continue to access or use any portion of the Website or Content after these Terms of Use have been terminated, these Terms of Use will continue to apply to the extent of such access or use.
- (b) The following Sections, together with any other provision of these Terms of Use which expressly or by its nature survives termination or expiration, or which contemplates performance or observance subsequent to termination or expiration of these Terms of Use, will survive expiration or termination of these Terms of Use for any reason: Sections 1(Disclaimer of Investment Information), 3 (Privacy), 4 (Conditions of Use), 5 (Ownership of Website), 6 (Communications Not Confidential; Malicious Code and Security), 7 (Third Party Content, Platforms, Websites or Services), 8 (General Disclaimer), 9 (Limitation of Liability), 10 (Indemnification), 11(b) (Survival), and 12 (General Provisions).

**12. General Provisions**

- (a) Choice of Law. Except as restricted by applicable law, these Terms of Use will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any principles of conflicts of law. You will only access or use the Website and Content in jurisdictions where the Website and Content may lawfully be accessed or used. Except as restricted by applicable law, you hereby consent to the exclusive jurisdiction and venue of courts in Toronto, Ontario, Canada in all disputes arising out of or relating to the use of the Website or Content. This choice of jurisdiction does not prevent us from seeking injunctive relief with respect to a violation of intellectual property rights in any appropriate jurisdiction.
- (b) Entire Agreement. These Terms of Use constitute the entire agreement between you and us pertaining to the subject matter hereof and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us with respect to the Website. A printed version of these Terms of Use and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

- (c) Waiver. The failure of either party to assert any right under these Terms of Use shall not be considered a waiver of that party's right and that right will remain in full force and effect.
- (d) Severable. If any of the provisions contained in these Terms of Use are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such provision will be severed from these Terms of Use and all other provisions of these Terms of Use will remain in full force and effect.
- (e) Assignment. You will not assign these Terms of Use to any third party without our prior written consent. We may assign these Terms of Use or any rights under these Terms of Use to any third party without your consent. Any assignment in violation of this Section will be void. The terms of these Terms of Use will be binding upon permitted assignees. These Terms of Use will inure to the benefit of and be binding upon the parties, their permitted successors and permitted assignees.
- (f) English Language. It is the express wish of the parties that these Terms of Use and all related documents be drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

### 13. **Contact**

If you have any questions or comments regarding these Terms of Use or the Website, please contact us at:

**Awz Ventures Inc.**  
**20 Eglinton Avenue West, Suite 1008**  
**Toronto, Ontario, Canada, M4R 1K8**

Phone: +1-416-638-2299

Email: [info@awzventures.com](mailto:info@awzventures.com)