

## WEBSITE TERMS OF USE

### 1. Introduction

The following sets out the terms and conditions of use (the “**Terms of Use**”) for our website: <https://racerocks3d.ca> (the “**Site**”) made available by RaceRocks 3D Inc. (“**Company**”, “**we**”, “**us**” or “**our**”).

The purpose of the Site is to provide information, products, and services relating to the Company’s mission, approach and initiatives.

The contents of the Site include, without limitation, all information, data, products, materials, services, software applications and tools, design elements, text, images, photographs, illustrations, audio and video contents, artwork, graphics contained therein or otherwise made available to you in connection therewith (collectively the “**Contents**”) and, unless the context clearly requires otherwise, or we explicitly say so in writing, the term Site includes all of the Contents.

These Terms of Use constitute a legally binding agreement between you and the Company regarding your use of and access to the Site.

These Terms of Use do not alter in any way the terms and conditions of any other agreement you may have with the Company, unless otherwise agreed to in writing by the Company. If you breach any of these Terms of Use, your authorization to use the Site automatically terminates and you must immediately destroy any Contents in your possession and discontinue all use of the Site.

### 2. Provision of the Site by the Company

You acknowledge and agree that the form and nature of the Site may change from time to time without prior notice to you.

You acknowledge and agree that the Company may stop (permanently or temporarily) providing the Site (or any features within the Site) to you or to users generally, at the Company’s sole discretion, without prior notice to you. You may stop using the Site at any time. You do not need to inform the Company when you stop using the Site or any of its features.

### 3. Use of the Site by You

Your use of the Site is subject to all applicable local, provincial, state and federal laws and regulations. You may not use, allow, or enable others to use the Site, or knowingly condone use of the Site by others, in any manner that is, attempts to, or is likely to:

- be obscene, fraudulent, defamatory, libelous, indecent, discourteous, racially or ethnically offensive, harassing, threatening, abusive, pornographic or discriminatory;
- affect us adversely or reflect negatively on us, the Site, our goodwill, name or reputation or cause duress, distress, or discomfort to us or anyone else, or discourage any person, firm, or enterprise from using all or any portion, features, or functions of the Site, or from advertising, linking, or becoming a supplier to us in connection with the Site;
- send or result in the transmission of junk e-mail, chain letters, duplicative or unsolicited messages, or so-called “spamming” and “phishing”;

- transmit, distribute, or upload content or programs that contain any viruses, Trojan horses, worms or other disabling devices or harmful components intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data or personal information;
- modify, disrupt, impair, alter, or interfere with the use, features, functions, operation, or maintenance of the Site or the rights or use and enjoyment of the Site by any other user;
- advocate or encourage any illegal activity;
- infringe upon or misappropriate the copyright, patent, trademark, trade secret, publicity rights or other intellectual property or proprietary rights of the Company or any third party;
- violate the privacy of any individual, including users of the Site; or
- violate any applicable local, provincial, state or national laws or regulations (anywhere in the world).

Unless you have been specifically permitted to do so in a separate agreement with the Company, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Contents or any the Company products and services for any purpose.

You agree that you are solely responsible for (and that the Company has no responsibility to you or to any third party for) any breach of your obligations under these Terms of Use and for the consequences (including any loss or damage which the Company may suffer) of any such breach.

#### **4. Accepting the Terms of Use and Additional Terms**

By accessing and using the Site in any manner, you acknowledge that you have read these Terms of Use and all of the terms and conditions contained herein. Before continuing to use the Site, please read these Terms of Use and contact us if you have any questions.

The Company reserves the right to amend, modify and supplement these Terms of Use from time to time as it sees fit with additional terms and conditions that govern certain information, content, products and services made available to you via the Site ("**Additional Terms**"). By accessing and using the Site, you accept and agree to comply with and be bound by such Additional Terms. Please review these Terms of Use from time to time to ensure that you are aware of and understand any Additional Terms.

The Additional Terms, the any privacy policy and any copyright statement are hereby incorporated by reference into these Terms of Use and form part of the legally binding agreement between you and us. To the extent that there is a conflict between these Terms of Use and any Additional Terms, the Additional Terms shall govern. These Terms of Use will remain in full force and effect as long as you are a user of the Site and, in the event of termination of any product, service or feature, you will still be bound by your obligations under these Terms of Use, any privacy policy, any copyright statement and any Additional Terms.

#### **5. Links to Third-Party Sites**

Use of certain links on the Site will direct you away from the Site to third party websites. Such third party websites are not under the control of the Company, and the Company is not responsible for the contents of any such website or any link contained in such website. The third party links included on the Site are



provided for your convenience, and the inclusion of such links does not imply a recommendation or endorsement by the Company of any such website or the products or services offered therein.

## 6. Privacy and Personal Information

We may use your email address to verify your identity, protect against fraud, and contact you. In addition, we may use it to send you updates about new products and services and Site updates. Your personal information will not be released to any third party. The list of Site members will not be bought, sold, loaned, re-appropriated, re-used, given or provided outside of the Company for any reason. Any information you may receive from a third party via the Site will be facilitated and sent through the Company, not through the third party.

Personal information submitted by users to the Site may be employed for the purposes of maintaining the integrity of the Site and its contents, contacting our users when necessary, and improving the quality of service provided by the Site. The Company servers also collect information specific to how you use the Internet. The Company servers note details such as the server you are logged onto and your IP address. This information is obtained solely for the purpose of maintaining the Site's integrity and improving our service. The Company may ask you for more personal information from time to time in a survey format. This information is specifically used to ensure that the Site is up-to-date and relevant, and that the products and services provided to you in advertising format are relevant and of interest to you. Any information used as demographics will not reveal the source, and will be kept secure. This further information provided by you is on an optional basis.

The Company will employ a data measurement service for tracking the performance of an ad on behalf of the advertiser. The information collected will not contain personal elements, and will only be shared with that particular advertiser.

The Company reserves the right to disclose your personally identifiable information as required by law and when we believe that disclosure is necessary to protect our rights and/or comply with a judicial proceeding, court order, or legal process served on our Site(s); or to protect our company and our Members. While we make every effort to ensure the integrity and security of our network and systems, we cannot guarantee that our security measures will prevent third-party "hackers" from illegally obtaining this information.

For more information about the Company's treatment and protection of personal information, please read our privacy policy at [www.racerocks3D.ca](http://www.racerocks3D.ca). This policy explains how the Company treats your personal information, and protects your privacy, when you use the Site.

Questions or requests with respect to your personal information may be sent via email to [peopleops@racerocks3D.com](mailto:peopleops@racerocks3D.com).

## 7. Ownership of Intellectual Property Rights

The Site together with all trade-marks and other intellectual property displayed, distributed, or otherwise made available via the Site, is the exclusive property of the Company, and its successors, assigns, licensors, and/or suppliers. Unless you have agreed otherwise in writing with the Company, nothing in these Terms of Use gives you a right to use any of the Contents, the Company's trade-marks or other intellectual property of the Company. You may not assign or transfer any of the Contents and you may not grant a license to use or access the Site to any party.

You may use the Site and the Contents solely for your non-commercial and limited personal use and for no other purposes.



No information or statement contained in these Terms of Use or the Site shall be construed as conferring, directly or by implication, estoppel or otherwise, any license or right under any patent, copyright, trade-mark, or other intellectual property right of the Company or any third party. You must not alter, delete, or conceal any copyright or other notices contained on the Site, including notices on any of the Contents that you are permitted to download, transmit, display, print, or reproduce from the Site.

You may not allow any third party (whether or not for your benefit) to reproduce, modify, create derivative works from, display, perform, publish, distribute, disseminate, broadcast or circulate to any third party (including, without limitation, on or via a third party website), or otherwise use, any Contents without the express prior written consent of the Company or its owner if the Company is not the owner.

Any unauthorized or prohibited use of any Contents may subject you to civil liability, criminal prosecution, or both, under applicable federal, provincial, state and local laws.

You may not create a link to the Site without the Company's prior permission. We may, however, if requested, grant a limited, nonexclusive right to create a link to the Site provided that such link is to the entry page of the Site and does not portray the Company or any of its activities or services in a false, misleading, derogatory, or otherwise negative manner.

The limited rights granted to you under these Terms of Use may be revoked by COMPANY at any time for any reason whatsoever.

Links to third party websites on the Site are provided solely as a convenience to you. If you use these links, you will leave the Site. The Company does not control and is not responsible for any of such third party websites, their content or their policies, including, without limitation, privacy policies or lack thereof. The Company does not endorse or make any representations about such third party websites or any information, software, products and services located there, or any results that may be obtained from using such software, products and services. If you decide to access any of the third party websites linked to the Site, you do so entirely at your own risk. You acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by, or in connection with the use of or reliance on any such third party websites.

## **8. Intellectual Property Infringement**

We take intellectual property rights, both our own and others, very seriously.

If you are an owner of intellectual property (or the owner's authorized agent) and believe that any of the Contents or the Site infringes your intellectual property, please notify us using the following procedure:

Please send a written notice of intellectual property infringement to: [peopleops@racerocks3D.com](mailto:peopleops@racerocks3D.com)

In your written notice, please provide the following information:

- Identification of the intellectual property claimed to have been infringed;
- Identification of the Contents that you claim are infringing your intellectual property;
- Information sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted;



- A statement that you believe that use of the Contents in the manner complained of is not authorized by the owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are the owner or are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

## 9. Third-Party Information

Any third-party content, data or publications made available through the Site are furnished by the Company on an as-is basis for your convenience and information. Any opinions, advice, statements, services, offers, or other information made available by third parties, including program hosts, information providers, or any user of the Site, are those of the respective author(s) or publisher(s) and not of the Company. The Company DISCLAIMS ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, THAT THE INFORMATION IN SUCH PUBLICATIONS IS ACCURATE OR COMPLETE.

## 10. No Warranty

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK AND THAT THE SITE AND THE CONTENTS ARE PROVIDED “AS IS” AND “AS AVAILABLE.”

IN PARTICULAR, THE COMPANY AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT:

- (a) YOUR USE OF THE SITE WILL MEET YOUR REQUIREMENTS,
- (b) YOUR USE OF THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR,
- (c) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SITE WILL BE ACCURATE OR RELIABLE, AND
- (d) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SITE WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE COMPANY OR THROUGH OR FROM THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF USE.

THE COMPANY FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.



## 11. Limitation of Liability

SUBJECT TO SECTION 12 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE COMPANY, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR:

- (a) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF PROFIT, LOSS OF GOODWILL OR BUSINESS REPUTATION, LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS; AND
- (b) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:
  - (i) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE SITE;
  - (ii) ANY CHANGES WHICH THE COMPANY MAY MAKE TO THE SITE, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SITE (OR ANY FEATURES WITHIN THE SITE);
  - (iii) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY USER CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SITE;

THE LIMITATIONS ON THE COMPANY'S LIABILITY TO YOU IN THIS SECTION SHALL APPLY WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

## 12. Termination

We may terminate your use of the Site and/or access to the Contents, features, functionality, products and services made available in connection therewith, at any time and for any reason, with or without cause, without prior notice to you and without any liability or further obligation of any kind whatsoever to you or any other party.

The Company may at any time, terminate your use of the Site if:

- (a) you have breached any provision of these Terms of Use (or have acted in a manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms of Use);
- (b) the Company is required to do so by law (for example, where the provision of the Site to you is, or becomes, unlawful);
- (c) the partner with whom the Company offered the services to you has terminated its relationship with the Company or ceased to offer the services to you;



- (d) the Company is transitioning to no longer providing the Site to users in the country in which you are resident or from which you use the Site; or
- (e) the provision of the Site to you by the Company is, in the Company's opinion, no longer commercially viable.

When these Terms of Use come to an end, all of the legal rights, obligations and liabilities that you and the Company have benefited from, been subject to (or which have accrued over time while the Terms of Use have been in force) or which are expressed to continue indefinitely, shall be unaffected by such termination.

### 13. Indemnification

You agree to indemnify, defend, and hold harmless the Company and its successors and assigns, and any of their respective officers, directors, employees, members, agents, representatives, licensors, advertisers, and suppliers from any liability, loss, claim, and expense (including reasonable legal fees) related to (a) your violation of these Terms of Use, and (b) your use of the Site.

We reserve the right to assume, at our sole expense, the exclusive defense and control of any such claim or action and all negotiations for settlement, or compromise, and you agree to fully cooperate with us in the defense of any such claim, action, settlement or compromise negotiations, as we may request.

### 14. General

These Terms of Use, together with any Additional Terms, any privacy policy and any copyright statement constitute the entire agreement between you and the Company relating to your use and our provision of the Site.

You agree that the Company may provide you with notices, including those regarding changes to these Terms of Use, by email, regular mail, or postings on the Site.

You agree that if the Company does not exercise or enforce any legal right or remedy which is contained in these Terms of Use (or which the Company has the benefit of under any applicable law), this will not be taken to be a formal waiver of the Company's rights and that those rights or remedies will still be available to the Company.

If any provision of these Terms of Use is held to be illegal, invalid or unenforceable, this will not affect any other provision of these Terms of Use and the agreement between you and us will be deemed amended to the extent necessary to make it legal, valid, and enforceable.

The laws of the Province of British Columbia and the federal laws applicable therein shall govern these Terms of Use in all respects, without giving effect to conflicts of laws principles.

No e-mail address found on the Site may be harvested or otherwise used for purposes of solicitation.

### 15. Obtaining the Company's Consent

To request the consent of the Company for any of the actions for which such consent is required under these Terms of Use, please send an e-mail to [peopleops@racerocks3D.com](mailto:peopleops@racerocks3D.com). The Company reserves the right to refuse any such requests in its sole discretion.

