



## Terms and Conditions

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These terms and conditions (the “**Agreement**”) govern your access and use of all the websites and the respective subdomains and subdirectories thereof (the “**Website**”) owned by H<sub>2</sub>O Innovation Inc. or its subsidiaries and business lines, including without limitation, Genesys International, Professional Water Technologies, Piedmont Pacific, H<sub>2</sub>O Innovation Maple, and Leader Evaporator, (collectively, the “**Corporation**”).

**Please read these terms and conditions carefully.**

### 1. Purpose

The purpose of this Agreement is to regulate both the access to the Website as well as the disclosure of the information and business relationships that arise between the Corporation and the user of the Website (the “**User**”).

### 2. Use

Anyone who accesses or uses the Website shall be considered a User. By browsing and/or using any of the services on the Website, Users accept to be bound by this Agreement. In the event the User does not agree to abide by this Agreement, it must abstain from accessing and/or using the services and/or content available to them on the Website. By accessing or using the Website, the User signifies that it has read, understood and agreed to be bound by this Agreement. The User acknowledges and agrees to use the Website in compliance with the following:

- a) to use the Website for private use only;
- b) unless indicated otherwise, not to provide information on behalf of someone else or of any group or entity;
- c) not to use the Website in any manner that could damage, disable, overburden or impair the Website, or damage the reputation of the Corporation;
- d) not to modify, copy or reproduce any and all portions of the Website; and
- e) to comply with all applicable federal, state/provincial and local laws, and regulations when using the Website.

### 3. Modification of this Agreement

The Corporation reserves the right to modify at any time the present Agreement in accordance with this provision. If the Corporation modifies the Agreement, the revised Agreement will be posted on the Website. The User understands and agrees that the Corporation may impose new or additional rules, policies, terms or conditions on the use of the Website at all times. All such changes will be effective without further notice. The User’s continued use of the Website after such changes will be deemed an acceptance of all such changes.

### 4. User Data

While using the Website, the User may be required or have the opportunity to provide personal information. The User agrees to provide complete and accurate personal information, either through an account, a form, or any other User information entered and sent to the Corporation by means of the Website or on the Website (“**User Data**”). In the event that the creation of an account is available to the User on the Website (“**Account**”), the User agrees to maintain and update any User Data to keep it

accurate, current and complete by accessing the Account on the Website. The User is entirely responsible for all activities that take place using the Account, and the User agrees to immediately notify the Corporation of any unauthorized use of the Account or any other breach of security. In no event shall the Corporation be held liable to the User for any unauthorized use of the Account by the User or a person using the Account on User's behalf.

## **5. Intellectual Property**

The User acknowledges that the Website and its content, including, but not limited to, designs, text, graphics, logos, button icons, images, pictures, audio-visual or audio content, information, editorial content, technology, data compilations, files selection and arrangement, programming, postings, links, software, trademarks and trade names (the "**Content**") are the property of the Corporation, and are protected by any and all applicable laws. The User agrees not to use such proprietary information or materials in any way except for use of the Website in accordance with the terms of this Agreement. The User does not obtain any rights or license under this Agreement in the Content or any other intellectual property.

Duplicating, broadcasting, copying, transferring, fully or partially rebroadcasting, modifying, altering, adapting or translating the information contained on the Website, regardless of the purpose and means to do so, is strictly prohibited.

## **6. Limited License**

The Corporation grants the User a limited, non-exclusive, non-transferable, revocable license to access and view the Website and the Content in accordance with this Agreement. The User acknowledges and agrees that the Content is only licensed to the User. Any use of the Website or of the Content other than as specifically authorized herein is strictly prohibited. All rights not expressly granted by this Agreement are reserved. In no event shall the Corporation assume direct or subsidiary responsibility for the following:

- a) any damages resulting from interference, omissions, disruptions, computer viruses, telephone failures or shutdowns in the operations of this electronic system due to reasons not attributable to the Corporation;
- b) delays or restrictions regarding the use of this electronic system due to failures or overloads in their telephone lines, internet system or other electronic system;
- c) any damages sustained by the User's equipment from using the Website; and
- d) cases wherein a third party, breaching the established security measures and/or through unlawful interference, accesses messages or uses same to send computer viruses.

## **7. Third Party Links**

The Website may include links to third party websites. Web pages belonging to third parties have not been reviewed and are not controlled by the Corporation. Any links contained on this Website shall solely be suggested as informative references, with there being no type of judgment regarding the content, owners, services or products available at said link. In no event shall the Corporation be held responsible for the content of these websites for the measures adopted regarding their privacy, their personal data processing or their terms of use. The Corporation recommends carefully reading the terms of use and the privacy policies of these sites.

## **8. Termination and Other Remedies**

If the User fails to comply with any of the provisions of this Agreement or uses the Website, the Content or any of the services available thereon in a manner that could be considered to be in violation of this Agreement, the Corporation, at its sole discretion and without prior notice to the User, may immediately terminate any relationship it may have with the User and take any measures available at law. Such violating uses include, but are not limited to, instances where the use of the Website may potentially damage the image, interest or rights of the Corporation or of third parties or potentially damage, disable or overload the Website, or impede the use thereof in any way.

## **9. User Information**

The User agrees that the Corporation has the right, without liability to the User, to disclose any User Data to law enforcement authorities, government officials, and/or a third party, as the Corporation believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement.

User further agrees that if the User's Account is deactivated or if this agreement is terminated, the Corporation may retain some information provided by the User to comply with the law and/or its contractual obligations with third parties.

## **10. Privacy Policy**

The User's use of the Website and services on the Website is subject to the Corporation's privacy policy (the "**Privacy Policy**"), which is expressly made a part of this Agreement. Please review the Privacy Policy posted on the Corporation's website [www.h2oinnovation.com](http://www.h2oinnovation.com)

## **11. User Representations and Warranties**

User represents and warrants that: (i) if provided pursuant to Section 4, the User Data is complete and accurate; and (ii) the User will comply with any applicable third-party terms and conditions when using the Website and services.

## **12. Indemnification**

The User agrees to indemnify and hold the Corporation, and its respective directors, officers, employees, agents, representatives and contractors harmless from and against any claim, loss, liability, damages, costs and expenses arising out of or in connection with (a) the User's breach of this Agreement; (b) any violation by the User of any law or rights of a third party; or (c) any action taken by the Corporation as part of its investigation of a suspected violation of this Agreement or as a result of its finding or decision that a violation of this Agreement has occurred.

## **13. Limitation of Liability**

The Corporation and its directors, officers, employees, agents, representatives and contractors, will not be liable to the User or any third party for personal injury, or any indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation, any damages for loss of use or loss of data, information, content, materials made available to the User through the services, even if advised of their possibility. The foregoing limitation of liability shall apply regardless of the cause of action.

#### **14. Governing Law**

This Agreement and the User's use of the Website are subject to the laws of the province of Quebec, Canada and any disputes relating to this Agreement will be subject to the jurisdiction of the courts of the province of Quebec.

#### **15. Severability**

If any provision of this Agreement is held by any court of competent jurisdiction to be illegal or unenforceable under applicable law, such provision shall be excluded from this Agreement and the remaining provisions shall remain in full force and effect.

#### **16. Waiver**

Failure by the Corporation to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of its right to subsequently exercise or enforce such right or provision or any other provision of this Agreement.

#### **17. Contact**

If you have any questions regarding these terms and conditions, if you no longer wish to receive electronic communications or if you would like to know more about the information the Corporation holds about you, please contact us at 330 Saint-Vallier East, Suite 340, Quebec City, Quebec, G1K 9C5, Canada or by email at [info@h2oinnovation.com](mailto:info@h2oinnovation.com).

#### **18. Electronic Communications**

To the extent that the User provides any email address to the Corporation, its acceptance of this Agreement means that the User consents to receive communications from the Corporation electronically. The Corporation may from time to time send the User email updates about its services or the changes to this Agreement. The User agrees that all these email updates and other communications that the Corporation may send to the User electronically satisfy any legal requirement that such communications be in writing.

Dated: November 10, 2022