



## Website Terms of Use and Product Liability

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE. This website is owned and operated by Technoslips Inc. (Technoslips). By accessing or using this website, mobile application or other Technoslips product or service (collectively the "Website") on any computer, mobile phone, tablet, console or other device (collectively, "Device"), you signify that you have read, understand and agree to be bound by these Terms of Use and any other applicable law. Technoslips may change these Terms of Use at any time without notice, effective upon its posting to the Website. Your continued use of the Website shall be considered your acceptance to the revised Terms of Use. If you do not agree to these Terms of Use, please do not use this Website.

### Physical Activity Notice

The Website may include features that promote physical activity. Consider the risks involved and consult with your medical professional before engaging in any physical activity. Technoslips is not responsible or liable for any injuries or damages you may sustain that result from your use of, or inability to use, the features of the Website.

### Intellectual Property

All intellectual property on the Website is owned by Technoslips or its licensors, which includes materials protected by copyright, trademark, or patent laws. All trademarks, service marks and trade names (e.g., the Technoslips name, the Tagdawgs name and design) are owned, registered and/or licensed by Technoslips. All content on the Website including but not limited to text, software, scripts, code, designs, graphics, photos, sounds, music, videos, applications, interactive features and all other content ("Content") is a collective work under copyright laws and is the proprietary property of Technoslips; All rights reserved.

### Website Use Restrictions

You may use the Content only for your own non-commercial use to participate in the Website or to place an order or purchase Technoslips products. You agree not to change or delete any ownership notices from materials downloaded or printed from the Website. You agree not to modify, copy, translate, broadcast, perform, display, distribute, frame, reproduce, republish, download, display, post, transmit or sell any Intellectual Property or Content appearing on the Website, including User Generated Content (defined below), without Technoslips' prior written consent. You agree not to use any data mining, robots, scraping or similar data gathering methods. Nothing in these Terms of Use shall be interpreted as granting any license of intellectual property rights to you.

### Product Orders

All orders placed through the Website are subject to Technoslips' acceptance. This means that Technoslips may refuse to accept or may cancel any order, whether or not the order has been confirmed, for any or no reason, and without liability to you or anyone else. If your credit card has already been charged for an order that is later cancelled, Technoslips will issue you a refund.

### Links

The Website may contain links to websites, applications or other products or services operated by other companies ("Third Party Websites"). Technoslips does not endorse, monitor or have any control over these Third Party Websites, which have separate terms of use and privacy policies. Technoslips is not responsible for the content or policies of Third Party Websites and you access such Third Party Websites at your own risk.

### Mobile Services

The Website contains services and features that are available to certain mobile Devices. Your carrier's normal rates and fees apply. Not all mobile services will work with all carriers or Devices. By using Technoslips' s mobile services, you agree that we may communicate with you by electronic means to your mobile Device and that certain information about your use of these services may be shared with us.

Unique products designed to enhance performance.

### Indemnification

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS TECHNOSLIPS, INC, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS AND SUPPLIERS FROM AND AGAINST ALL CLAIMS, LOSSES, LIABILITIES, EXPENSES, DAMAGES AND COSTS, INCLUDING, WITHOUT LIMITATION, LEGAL FEES, ARISING FROM OR RELATING IN ANY WAY TO YOUR USE OF THE WEBSITE, OR ANY VIOLATION OF THESE TERMS OF USE.

### Warranty Disclaimer

TECHNOSLIPS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TECHNOSLIPS CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE WEBSITE. TECHNOSLIPS DOES NOT REPRESENT OR WARRANT THAT THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY DEFECTS WILL BE CORRECTED, OR THAT THIS WEBSITE OR THE SERVER THAT MAKES THE WEBSITE AVAILABLE ARE FREE OF VIRUSES OR ANYTHING ELSE HARMFUL. TO THE FULLEST EXTENT PERMITTED BY LAW, TECHNOSLIPS DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS REGARDING THE USE OF THE MATERIALS OR CONTENT IN THE WEBSITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, ADEQUACY, USEFULNESS, RELIABILITY OR OTHERWISE. YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN CONTENT AT YOUR OWN RISK, AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR YOUR USE AND ANY DAMAGE TO YOUR MOBILE DEVICE, COMPUTER SYSTEM OR OTHER DEVICE IN WHICH YOU ACCESS THE WEBSITE, LOSS OF DATA OR OTHER HARM OF ANY KIND THAT MAY RESULT. TECHNOSLIPS RESERVES THE RIGHT TO CHANGE ANY AND ALL CONTENT AND OTHER ITEMS USED OR CONTAINED IN THE WEBSITE AT ANY TIME WITHOUT NOTICE. SOME STATES DO NOT PERMIT LIMITATIONS OR EXCLUSIONS ON WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

### Limitation of Liability

TECHNOSLIPS SHALL NOT BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA, THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THIS WEBSITE OR ITS PRODUCTS WHETHER PURCHASED THROUGH THE WEBSITE OR ELSEWHERE, THE CONDUCT OF OTHER WEBSITE USERS (WHETHER ONLINE OR OFFLINE) OR ATTENDANCE AT A TECHNOSLIPS EVENT EVEN IF TECHNOSLIPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE WEBSITE AND TECHNOSLIPS PRODUCTS. YOUR ONLY REMEDY AGAINST TECHNOSLIPS FOR USE OF THE WEBSITE OR ANY CONTENT IS TO STOP USING THE WEBSITE. THAT SAID, IF TECHNOSLIPS IS FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS WHICH IS IN ANY WAY CONNECTED WITH YOUR USE OF TECHNOSLIPS PRODUCTS, THIS WEBSITE, TECHNOSLIPS' LIABILITY SHALL NOT EXCEED CDN\$100.00.

### Miscellaneous

You agree that this Website shall be deemed a passive website solely based in Ontario, Canada, which does not give rise to personal jurisdiction over TECHNOSLIPS in jurisdictions other than Ontario. You agree that this Website, Terms of Use, Privacy Policy and any dispute between you and Technoslips shall be governed in all respects by Ontario law, without regard to choice of law provisions, and not by the 1980 U.N. Convention on contracts for the international sale of goods. Except where prohibited, you agree that all disputes, claims and legal proceedings directly or indirectly arising out of or relating to this Website (including but not limited to the purchase of Technoslips products) shall be resolved individually, without resort to any form of class action, and exclusively in the courts located in Toronto, Ontario. You consent to waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in the courts of Toronto, Ontario. Any cause of action or claim you may have with respect to the Website (including but not limited to the purchase of Technoslips products) must be commenced within one (1) year after the claim or cause of action arises. By using the Website, you agree to receive certain electronic communications from Technoslips. You agree that any notice, agreement, disclosure or other communication that Technoslips sends you electronically will satisfy any legal communication requirements, including that such communications be in writing. Technoslips' failure to insist upon or enforce strict performance of any of these Terms of Use shall not be considered a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall modify any of these Terms of Use. Technoslips may assign its rights and duties under these Terms of Use to any party at any time without notice to you.

**Severability**

If any provision in these Terms of Use is held invalid, the remainder of these Terms of Use shall continue to be enforceable. If any provision in these Terms of Use is deemed unlawful, void or unenforceable, then that provision is deemed severable from these Terms of Use and the remaining provisions are still valid and enforceable.

**Privacy Policy**

This statement highlights how Technoslips collects, uses and discloses your personal information. Technoslips is committed to protecting and caring for your personal information that we obtain through your customer relationship with us.

**a) Personal Information Collected**

Personal Information includes your name, address, income, date of birth, financial information and credit records, as well as your opinions, preferences and purchase patterns.

**b) Uses**

Your personal information is only used or disclosed for the purpose for which it was collected. We assure you that we do not sell or rent personal information. We only transfer your personal information within Technoslips and to current or future partners to ensure your needs are met. We use your personal information in order to process your application for a product, service or loyalty program and administer delivery of products, services and loyalty rewards. We also use your information to better understand your product and service needs and to offer relevant information, products, services and rewards to meet those needs. Your purchases and other transactions, shopping patterns, account activity and payment history is tracked and analyzed for marketing purposes and for making promotional offers to you. We may transfer your Personal Information to third party service providers who assist us in serving you, such as vendors, suppliers and agents; however, we require them to protect your information in a manner consistent with our privacy policy. Our service providers may be located outside of Canada and may be required to disclose personal information under the laws of their jurisdiction. We may share information about you as permitted or required by law, for example with credit bureaus, regulators and law enforcement agencies.

**c) Access**

You may access your personal information that we have on record in order to ensure it is accurate by submitting a written request to us.