

## TERMS OF USE

### Legal Agreement

Tarco Systems Inc. (“TARCO”), an Alberta company, is a member of the CREO Tech Industrial Group Inc. family of companies that offers its design, engineering, and procurement services across North America as described on its website [www.tarco.com](http://www.tarco.com).

These Terms of Use (the “Terms”) apply when you access and use (a) our website at [www.tarco.com](http://www.tarco.com) (the “Website”). These Terms constitute a legal agreement between TARCO, the owner of the Website and you and you have read and agreed to be bound by these Terms.

**BY ACCESSING AND USING THE WEBSITE, YOU AGREE TO BE BOUND BY TARCO’S TERMS OF USE. EACH TIME YOU ACCESS AND USE THE WEBSITE, YOU SIGNIFY YOUR ACKNOWLEDGMENT AND ACCEPTANCE OF THESE TERMS.**

**IF YOU DISAGREE WITH ANY OF THESE TERMS OR DO NOT WISH TO BE BOUND BY THE TERMS, THEN DON’T USE THE WEBSITE.**

TARCO may change the Terms at any time without notice to you by posting changes to the Terms on the Website. You are responsible for, and encouraged to, review the Terms regularly. The date of the last revision to the Terms can be found at the bottom of this document. Your continued access and use of the Website after this date signifies your consent to any changes to the Terms.

### Purpose and Content

The purposes of the Website are to:

- (a) allow you to browse information regarding TARCO on the Website; and
- (b) contact TARCO through the Website with questions or inquiries.

All information provided on the Website is not intended to be used for any other commercial purpose in any manner without the prior written consent of TARCO.

TARCO reserves the right to terminate any relationship with users or potential clients that breaches these Terms, or our Privacy Statement, Privacy Code, or any of our policies, practices, and regulations.

### Use of the Website

In accessing and using our Website, you must not:

- (a) reproduce, duplicate, copy, sell, resell or exploit any portion of the Website, use of the Website or without the prior written consent of TARCO;
- (b) sell, transfer, copy, distribute, redistribute, translate, reverse engineer, or recompile the Website without the prior written consent of TARCO;
- (c) except as permitted in the Terms, use any frame or mirror of any content or images from the Website to any other server or Internet-based device or use any images, including the use of thumbnails, copying, saving or recreating images or thumbnails, for any purpose without the prior written consent of TARCO;
- (d) upload, download, post, email or otherwise distribute or transmit content that would constitute or encourage a criminal offense, violate the rights of any party, or that would otherwise create liability

- or violate local, provincial, federal or international law or infringe any patent, trademark, trade secret, copyright or other intellectual property or proprietary right of third party or contains software viruses or other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- (e) upload, post, host, or transmit unsolicited email, SMSs, or "spam" messages on the Website or send unsolicited bulk messages, status or mood updates, bulletins or other unauthorized commercial communications through the Website;
  - (f) use any information or material from the Website in any manner or use, post or engage in any activities that infringes a third party's intellectual property or rights of publicity or privacy;
  - (g) use the Website to distribute to or otherwise disseminate any material or information of any kind that is libellous, inaccurate, profane, racist, intended to bully, harass, intimidate or harm, defamatory, obscene, sexually explicit, violent, pornographic, abusive or otherwise violates any law or infringes or violates any rights, including intellectual property rights, of any other person or entity;
  - (h) use the Website to engage in activities or provide information that is false, inaccurate or misleading or fraudulent or involve sale of counterfeit or stolen items;
  - (i) transmit any worms or viruses or any code of a destructive nature through the Website;
  - (j) deep link or employ software or any automatic device, technology or algorithm that use any robot, spider, scraper or other automated means to access the Website;
  - (k) provide information or participate in activities that will result in the transfer to the Website of any viruses, Trojan horses, worms, corrupted files, hoaxes, time bombs, cancelbots, easter eggs and other computer programming routines that may damage, harm, interfere or expropriate any of the Website's systems, programs, content, information or applications, or that may track or monitor functionality in connection with the Website, including, without limitation, to identify other users' views, actions or other activities on the Website;
  - (l) directly or indirectly engage in activity, such as click throughs, in a coercive, misleading, malicious or fraudulent manner;
  - (m) bypass any measures that we have taken to restrict access to the Website without the prior written consent of TARCO;
  - (n) engage in activities that would interfere with the operation of the Website;
  - (o) impose an unreasonable load on the Website's infrastructure that would affect the operation of the Website;
  - (p) use JavaScript, active or other coding, repetitive posts or other actions that interfere with the Website's operations;
  - (q) advertise to, or solicit to buy or sell any products or websites through the unauthorized or impermissible use of the Website;
  - (r) circumvent or modify or attempt to circumvent or modify or encourage or assist any third party in circumventing or modifying any security technology or software that is part of the Website or to cover or obscure online advertisements or safety or security features of pages of the Website;
  - (s) modify, adapt or hack the Website or modify another website to falsely imply that it is associated with the Website or TARCO;
  - (t) attempt to impersonate another user, person or entity or TARCO representative in your use of the Website or attempt to sell or otherwise transfer your rights to another third party;
  - (u) use any computer program or system to mine or harvest information, including addresses or other data of users from the Website, for any purpose without the prior written consent of TARCO;
  - (v) post content that violates the Terms or disrupts or interferes with the security of, or otherwise abuse, the Website or system resources, accounts, servers, or networks connected to or accessible through the Website;
  - (w) access, tamper with or use non-public areas of the Website or disrupt or interfere with any other user's enjoyment of the Website;
  - (x) knowingly disable any technology or tool embedded in the Website; and

- (y) remove any copyright or other proprietary notices contained in the content on the Website, caption information, or any other material on the Website.

### **Commercial Electronic Messages (“CEMs”)**

TARCO only sends CEMs, such as emails, in accordance with Canada’s Anti-Spam Legislation (“CASL”). TARCO does not permit any user of the Website to use the Website to send CEMs. TARCO does not send CEMs in violation of CASL.

You can contact TARCO through the Website. In the event that you send a request, inquiry or complaint to TARCO through the Website, TARCO will respond in compliance with CASL. A CEM sent to you in response to a request, inquiry or complaint will be limited to directly addressing that request, inquiry or complaint, subject to the inclusion of additional information that a person could reasonably expect to receive as a result of that request, inquiry or complaint. If you submit a request, inquiry or complaint through the Website, this will not constitute consent for further CEMs and TARCO will only ever send CEMs in accordance with CASL.

You will only receive such CEMs if TARCO has received your express consent.

### **User Content, Third Party Websites or Use of Social Network Platforms**

Our Website may provide opportunities for users to provide comments and feedback either directly on our TARCO platform or through feedback, surveys or our blog. Such user content may be used in our sole discretion to improve the quality of our Website. We reserve the right to remove any user content that breaches the Terms or the rights of any third party.

Our Website may contain links from other third-party websites and all such websites are independent of TARCO. TARCO has no control over these third-party websites and assumes no responsibility or obligations for such third-party websites. The provision of such links does not constitute any endorsement of such linked websites, their content or information appearing on the Website.

You may choose to generate user content regarding TARCO on social network platforms and must comply with these Terms in doing so. TARCO has no control over or responsibility for such content of any social network platforms and you are responsible for adhering to the privacy policies of such social network platforms.

### **Linking Requirements**

In you wish to link to any website owned or controlled by you, you must abide by TARCO’s linking requirements. The linking requirements are as follows:

- (a) the link must be established to a page of the Website approved by TARCO;
- (b) the link may not misrepresent your relationship with TARCO or present false or misleading impressions about TARCO, its services and/or the Website;
- (c) the link may not contain content that may be interpreted as distasteful or offensive;
- (d) TARCO shall have no responsibility or liability for any content appearing on your Website; and
- (e) TARCO may at any time, in its sole discretion, immediately terminate your link to your website, with or without cause. If TARCO exercises this right to terminate, you will immediately remove all links to your website.

## **Intellectual Property**

You do not acquire any right, title or interest in the Website through use of the Website. You must abide by copyright and other proprietary notices contained in the Website.

Except for third-party advertising or links, TARCO exclusively owns all information and screens appearing on the Website including all designs, graphics, text elements, site design, logos, images, buttons, and icons. TARCO owns the selection, assembly, and arrangement of all information and screens appearing on the Website, including any and all intellectual property rights, such as copyright, trademarks, and other proprietary information. All third-party advertising and links belong to their respective owners and must not be used by you for any purpose without the prior written consent of the respective owner(s).

TARCO also owns or controls the right, title and interest to all frameworks, design, program elements, templates, blogs, mockups and compositions, final design frameworks, software, all copy and graphics and all source code used for the Website.

The look and feel of the Website is copyrighted by TARCO. All rights are reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS, JavaScript, or visual design elements or concepts without the prior written consent of TARCO.

TARCO and its logo are the property of TARCO. Certain other trademarks, trade names and logos on the Website are the property of the respective owners. Use of any such property, except as expressly authorized, shall constitute a violation of the rights of the owner of the property and shall result in immediate termination of your rights to use the Website.

All content, except any user content, that forms part of the Website is subject to intellectual property rights, including copyright and trademarks held by or licensed by TARCO. All rights are reserved. The Website displays copyright and other proprietary notices. You may not frame or utilize framing techniques to enclose any trademark, logo or other proprietary information, including images, text, and page layout, or use any meta tags or any other hidden text utilizing our name or trademarks without the prior written consent of TARCO.

You may not use any of TARCO's logos or other proprietary graphic or trademark designs as part of any link without the prior written consent of TARCO.

Copyright law, trademark law and other intellectual property and proprietary rights legislation or common law, as well as international copyright treaties and multilateral and bilateral agreements, protect the Website and unauthorized reproduction of the Website, or any portion of the Website or part thereof, may result in severe civil and criminal law penalties.

You must not challenge or assist others to challenge any of TARCO's trademarks or application to register any of TARCO's trademarks or attempt to register any trademarks or tradenames that are confusingly similar to any of TARCO's trademarks. TARCO respects the intellectual property of others and we ask users of the Website to do the same.

If you believe that TARCO or a user of the Website has violated your intellectual property rights, you may report the matter by emailing [vanessa.o@creotechgroup.com](mailto:vanessa.o@creotechgroup.com). TARCO requires you provide a written request detailing the specifics of the intellectual property infringement, a link or the URL of your original materials and a link or the URL of the infringing material, and proof of ownership of the original material or proof of first publication. If TARCO chooses not to remove the allegedly infringing material, we will

provide you with notification. TARCO will remove such allegedly infringing material upon submission of legal documentation of a ruling in your favour regarding the allegedly infringing material.

### **Liability, Warranties, Representations and Indemnification**

Your access and use of the Website is at your sole risk. The Website is provided on an "as is" and "as available" basis and TARCO disclaims any and all other warranties and representations.

Specifically, TARCO does not warrant and you acknowledge that TARCO has no liability or responsibility that:

- (a) the Website will meet your specific requirements;
- (b) the Website will be available, uninterrupted, timely, secure, virus-free or error-free or free of any other harmful components;
- (c) that any third-party products or services will be available, uninterrupted, timely, secure, or error-free;
- (d) the results that may be obtained from the use of the Website will be accurate or reliable;
- (e) the quality of any information obtained by you through the Website will meet your expectations;
- or
- (f) any errors in the Website will be corrected.

TARCO DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSES, NON-INFRINGEMENT, TITLE, QUIET ENJOYMENT, DATA ACCURACY AND SYSTEM INTEGRATION, INCLUDING LOSS OF DATA OR PROFIT ARISING OUT OF THE USE OR INABILITY TO USE THE WEBSITE. TARCO DOES NOT WARRANT THAT ANY DEFECTS IN THE WEBSITE OR CONTENT OF THE WEBSITE WILL BE CORRECTED.

UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL TARCO BE LIABLE FOR ANY GENERAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OF, OR INABILITY TO USE, THE WEBSITE. SOME PROVINCES AND STATES DO NOT ALLOW FOR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. ALTHOUGH CERTAIN PROVINCIAL, STATE OR FEDERAL LAWS MAY NOT ALLOW LIMITATIONS OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, TARCO RELIES ON SUCH DISCLAIMERS AND LIMITATIONS TO THE GREATEST EXTENT ALLOWABLE BY LAW.

To the extent permitted by the laws of your jurisdiction, you agree to indemnify TARCO from and against all claims, liability and expenses, including legal fees and costs, arising from any unauthorized use of the Website by you or from a substantial breach of the Terms. TARCO reserves the right, in its sole discretion and at its own expense, to defend any action or claim and you agree to co-operate fully with any such defense.

### **Termination or Suspension of Website**

TARCO reserves the right to terminate, change, suspend or discontinue any aspect of the Website at any time without notice including, but not limited to:

- (a) the availability of certain features; or

(b) the information or content of the Website.

TARCO may restrict access to all or parts of the Website at any time. TARCO reserves the right, but is not obligated, to correct any errors or omissions in any portion of the Website.

Any breach of the Terms by you will result in your right to use the Website being terminated. The obligations in the Terms concerning use of the Website, intellectual property and liability survive the termination of these Terms.

### **Privacy**

Your access and use of the Website is subject to TARCO's [Privacy Code](#) and [Privacy Statement](#), available **on the Website**, and include all rights and obligations under the General Data Protection Regulation.

### **No Assignment**

Your rights under the Terms cannot be assigned.

### **No Waiver**

The failure of TARCO to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision.

### **Jurisdiction**

The Website can be accessed from all provinces and territories of Canada, as well as from other countries around the world. As each of these jurisdictions has laws that may differ from those of the Province of Alberta, by accessing the Website, you agree that all matters relating to access to, or use of, the Website, or any other hyperlinked website shall be governed by the laws of the Province of Alberta and the federal laws of Canada as applicable and notwithstanding conflicts of law. You also agree and hereby submit to the exclusive jurisdiction and venue of the courts of the Province of Alberta and acknowledge and do so voluntarily.

### **Severability**

In the event that any term or condition in the Terms is found invalid by a court of competent jurisdiction, the invalid term or condition is severed and the remaining terms and conditions continue in full force and effect.

### **Reservation of Rights**

TARCO reserves to itself any and all rights not expressly granted hereinunder these Terms.

Last Modified: May 30, 2022