

TERMS OF USE

1. ACCEPTANCE OF TERMS

ICOM Productions Inc. (“**Company**”), provides Services (as defined below) to you through getbreaze.com (the “**Website**”), and access to and use of the Website and the Services are provided to you subject to your acceptance of and compliance with the following terms and conditions (“**Terms**”).

By accessing and using the Website or our Services, you acknowledge that you have read, accepted, and agreed to these Terms. If you do not agree to these Terms, do not access or use the Website or our Services.

In addition, if using the Services at breazelearning.com, you will also be subject to the terms and conditions of purchase of the Breaze Services (“Purchase Terms”).

All users of the Website or breazelearning.com shall be required to comply with posted guidelines or rules applicable to such Services which may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into these Terms.

The Company reserves the right to change these Terms at any time without prior notice and your continued access or use of this Website or the Services after such changes indicates your acceptance of the Terms as modified. It is your responsibility to review these Terms regularly. These Terms were last updated on April 9, 2021.

2. REGISTRATION OBLIGATIONS

To access or use certain areas of this Website, including breazelearning.com, you must first complete the registration process to create an account (“**Account**”) and select and register a unique user name and password (collectively, “**Credentials**”). Your Account and Credentials are specific to you and may not be shared with or transferred to any other person. You are solely responsible for maintaining the confidentiality of your Credentials and you will be held responsible for any harm caused by disclosing or resulting from any unauthorized use of your Credentials. You will not permit any other person to use your Account or Credentials, and you will immediately notify Company if you know or suspect that your Account or Credentials have been used by any other person.

During the registration process, you will provide true, accurate, current and complete information about yourself as prompted by the Service’s registration form (such information being the “**Registration Data**”). You will also maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or complete, or Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or complete, Company has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof) by you.

Company may act upon any communication that is given through your Account or by using your Credentials. Company is not required to verify the actual identity or authority of a person using your Account or Credentials, but Company may in its discretion at any time require verification of the identity of a person seeking to access your Account and may deny access to and use of your Account if Company is not satisfied with the verification. If Company, in its discretion, considers your Account or Credentials to be unsecure or to have been used inappropriately, then Company may immediately cancel the Account or Credentials without any notice to you. You may be required to change your Credentials from time to time.

3. DESCRIPTION OF SERVICES

Company is offering to persons who have Accounts access to and use of its training, development and learning management platform (the “**Services**”). The provision of the Services is subject to these Terms and if applicable, the Purchase Terms. In the event of any conflicts between these Terms and the Purchase Terms, the Purchase Terms shall prevail.

4. PRIVACY POLICY

Your Credentials, Registration Data and any other information that you provide to us through this Website or breazelearning.com, as well as certain other information about you, is subject to the Company's Privacy Policy located at getbreaze.com/legal. Your privacy is important to us. For more information, please see our Privacy Policy for details.

5. USE OF THE WEBSITE

Company authorizes you to view, download and print a single copy of materials and content provided on the Website for your personal, non-commercial use only and only in connection with your registering with Company or using the Services. You may not remove any trade-mark, copyright or other proprietary notices from such copy nor modify the material or content in any way. Materials and content on the breazelearning.com domain are subject to the Purchase Terms for the Services. Except as otherwise set out in these Terms, or the Purchase Terms, as the case may be, any copying or reproduction of the Website's materials or content, in whole or in part, for commercial purposes or for distribution, re-transmission, republication, modification, reverse engineering, sale or other exploitation of this Website or the Website materials or content without the prior written permission of Company is strictly prohibited. Company reserves the right to take such steps as it deems necessary, including legal action, to restrain such unauthorized and prohibited activity and Company reserves the right to suspend or terminate your access to any part of the Website, breazelearning.com, or the Services immediately, without prior notice, at its sole discretion. You are solely and fully responsible for all consequences, however remote, resulting from your use of the Website, breazelearning.com, or the Services.

6. TRADE-MARKS AND COPYRIGHT

ICOM Productions Inc., the Website domain, the breazelearning.com domain, and other trade names or trade-marks of Company used on the Website or breazelearning.com, and related words and logos are trade-marks or trade-names of Company in Canada and other jurisdictions. Company is also the owner in Canada as well as other foreign jurisdictions of additional trade-marks, registered and unregistered. Except as otherwise set out in the Purchase Terms, if applicable, nothing in these Terms or on the Website will be construed as granting or conferring, either expressly, by implication, by estoppel or otherwise, a licence or other right to you to use any such marks or names or any other intellectual property right of Company. The names of other companies, products and services referred to on this Website may be trade-marks or trade-names of their respective owners. Any unauthorized use of the trade-marks or trade-names of Company or of third parties is strictly prohibited.

The materials provided on the Website and breazelearning.com including, without limitation, all portions of the Website, content, site design, text, graphics and the selection and arrangement thereof, are protected by copyright. All rights reserved. Title to the Company materials remains with Company and any unauthorized use of such materials is strictly prohibited. Company reserves the right to take such steps as it deems necessary, including legal action, to enforce its rights under trade-mark and copyright law.

7. USER GENERATED CONTENT

Portions of the Website allow users to post and exchange information, ideas and opinions ("**User Content**"), but Company does not screen, edit or review any User Content before they are posted or transmitted. Please note that posted or transmitted User Content do not necessarily reflect the views of Company, and Company disclaims all responsibility for any such User Content and for any losses or expenses resulting from their use or appearance on the Website.

We value your visit to the Website and welcome any questions, comments or feedback you might have about this Website, these Terms or any of the products or services offered by Company ("**Feedback**"). Please refer to the Contact section of the Website for phone and fax numbers and email addresses.

If you provide User Content or Feedback, you grant Company a non-exclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use and commercialize the feedback in any way and for any purpose without providing any compensation to you or any other person. You also grant Company the right to use the name you submit with the User Content or Feedback, if any, in connection with Company's rights hereunder.

8. HYPERLINKS

Hyperlinks on the Website, if any, are provided for your convenience only. These links do not imply an endorsement of any linked sites or an affiliation with their owners or operators. Company has no control over the content of any linked site. This content is the sole responsibility of the owner or operator of the linked site.

9. ACCEPTABLE USE AND RESTRICTIONS

In addition to complying with these Terms and the Purchase Terms, if any, you agree to use the Website, breazelearning.com, the Services and materials on the Website for lawful purposes only and in a manner consistent with local, national or international laws and regulations. Some jurisdictions may have restrictions on the use of the Internet by their residents.

Potential users of the Website, breazelearning.com, or the Services, in any jurisdiction of the world whose laws would: (i) void these Terms or the Purchase Terms in whole or in any essential part (the essential parts being at least, but not only, the provisions relating to governing law, and limitation of liability); or (ii) render accessing the Website or breazelearning.com illegal; are unauthorized to use the Website or breazelearning.com.

You agree not to use the Services, the Website, or breazelearning.com in any manner that: (i) infringes, violates or misappropriates the intellectual property rights of any third party; or (ii) may be considered defamatory, discriminatory or otherwise malicious or harmful to any person or entity.

10. INDEMNITY

You will defend, indemnify and hold harmless Company from and against any and all losses, damages, costs, expenses (including legal fees), claims, complaints, demands, actions, suits, proceedings, obligations and liabilities (including settlement payments) arising from, connected with or relating to your use of the Website, its content or materials, or the Services, User Content or Feedback, or your negligence, misconduct, or breach of these Terms. Notwithstanding the foregoing, Company retains the right to participate in the defense of and settlement negotiations relating to any third party claim, complaint, demand, action, suit or proceeding with counsel of its own selection at its cost and expense.

11. DISCLAIMERS

You understand and agree that:

- (a) Use of the Website and the Services is at your sole risk. The Website and the Services are provided on an "as is", "as available" basis. Neither Company, its parent, subsidiaries, affiliates, nor any of their respective employees, agents, officers, directors or third party service providers (collectively, "**Company Parties**") make any warranty or condition of any kind, whether express or implied, regarding this Website or the Services and Company Parties specifically disclaim the implied warranties and conditions of merchantable quality, fitness for a particular purpose and non-infringement of third party rights, to the maximum extent permitted by law.
- (b) Company Parties make no warranties or conditions regarding the quality, reliability, timeliness or security of the Services or that the Services will be uninterrupted or error-free. Company Parties assume no responsibility or liability for the deletion or failure to store or access, or to store or access properly, email messages and electronic files. You assume the entire risk in downloading or otherwise accessing any data,

files or other materials obtained from third parties as part of the Services, even if you have paid for virus protection services.

- (c) The access to and downloading of material from this Website is done at your own risk. Company makes reasonable efforts to ensure that this Website is virus-free, but Company does not at any time guarantee or warrant that such materials are free of viruses, worms, Trojan horses or other destructive code. You are responsible for implementing safeguards to protect your computer system and data and you are responsible for the entire cost of any service, repairs or corrections necessary as a result of the use of this Website or the Services.

12. LIMITATIONS OF LIABILITY

IN NO EVENT WILL COMPANY PARTIES BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, COMPENSATORY OR PUNITIVE DAMAGES OR LOSSES OR DAMAGES FOR LOSS OF INCOME, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES OR OTHER PECUNIARY LOSS, ARISING OUT OF OR RELATED TO THESE TERMS, THE USE OF THIS WEBSITE OR THE SERVICES. COMPANY PARTIES WILL NOT BE LIABLE FOR ANY ACTUAL OR ALLEGED INFRINGEMENT BY ANY THIRD PARTY MATERIALS AVAILABLE THROUGH THE SERVICES. THE COMPANY PARTIES SHALL HAVE NO LIABILITY WHATSOEVER TO YOU ARISING OUT OF OR RELATED TO THESE TERMS. TO THE EXTENT THAT SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OR LIMITATIONS ON SOME CATEGORIES OF DAMAGES, THESE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

THE FOREGOING DISCLAIMERS AND LIMITATIONS OF LIABILITY APPLY REGARDLESS OF THE CAUSES, CIRCUMSTANCES OR FORM OF ACTION GIVING RISE TO THE LOSS, DAMAGE, CLAIM OR LIABILITY, EVEN IF SUCH LOSS, DAMAGE, CLAIM OR LIABILITY IS BASED UPON BREACH OF CONTRACT (INCLUDING, WITHOUT LIMITATION, A CLAIM OF FUNDAMENTAL BREACH OR BREACH OF A FUNDAMENTAL TERM), TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND EVEN IF ADVISED OF THE POSSIBILITY OF THE LOSS, DAMAGE, DELAY, CLAIM OR LIABILITY.

You acknowledge and agree that these Terms present a fair allocation of risk and liability, and that this Section 12 is an essential part of the bargain between the Parties, a controlling factor in setting any fees or other charges, and an inducement to the Parties to enter into these Terms.

13. GENERAL

These Terms, the Purchase Terms, if any, the Privacy Policy and all other notices, policies and statements contained on this Website and breazelearning.com, as applicable, (all as may be amended by Company from time to time without prior notice except as otherwise stated) constitute the entire agreement between Company and you. These Terms cannot be modified except as described herein. Anything in this Website inconsistent with these Terms is superseded by these Terms. No waiver of any of these Terms will be deemed a further or continuing waiver of such Term or any other Term. If in any jurisdiction, any of these Terms are held to be unenforceable by a court of competent jurisdiction, such Terms will be restricted or eliminated to the minimum extent necessary and the remaining Terms will otherwise remain in full force and effect. The headings used in these Terms are included for convenience only and will not limit or otherwise affect these Terms.

The relationship between Company and you will be that of independent contractors, and neither of us nor any of our respective officers, agents or employees will be held or construed to be partners, joint ventures, fiduciaries, employees or agents of the other as a result of these Terms, the Purchase Terms, if applicable, the Website or breazelearning.com.

These Terms and the subject matter of these Terms and all related matters will be governed by, and construed in accordance with, the laws of the Province of Alberta, Canada and the laws of Canada applicable in Alberta, excluding any laws that implement the *United Nations Convention on Contracts for the International Sale of Goods* or the United States Uniform Commercial Code, and excluding any rules of private international law or the conflict of laws that would lead to the application of any other laws. Subject to the following paragraph, you submit to the exclusive jurisdiction of the courts of the Province of Alberta.

To the extent permitted by applicable law, unless Company agrees otherwise, any claim, dispute or controversy, whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future ("Claims"), arising out of or relating to the Services, this Website, these Terms or the Privacy Policy, will be determined by final and binding arbitration to the exclusion of the courts. Where applicable, arbitration will be conducted and finally settled by a single arbitrator in the City of Calgary, Alberta, in accordance with the Arbitration Act (Alberta) R.S.A. 2000, c. A-43. The foregoing does not, however, preclude Company from seeking injunctive relief in other jurisdictions when necessary to protect its interests. You agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a Claim proceeds in court rather than in arbitration, you waive any right to a jury trial.

14. CONTACT US

We value your visit to the Website and welcome any questions or comments you might have about the Website, these Terms, or any of the products or services offered by Company. Please refer to the Contact section of the Website for phone, email addresses and other ways to contact us.