

PUROCLEAN CANADA

Terms of Service

These terms of service (these "**Terms of Service**") were last amended on **March 13, 2023**.

These Terms of Service of PurRestore Management Services Inc. doing business as Puroclean Canada, and its affiliated companies, (collectively, "**Puroclean Canada**") relate to the use of the website located at www.puroclean.ca (the "**Website**").

THE FOLLOWING DESCRIBES THE TERMS UNDER WHICH YOU MAY ACCESS AND USE THE WEBSITE. BY ACCESSING OR USING ANY OF THE WEBSITE YOU ARE AGREEING TO BE BOUND BY THESE TERMS OF SERVICE. IF YOU DO NOT AGREE WITH ALL THE TERMS SET OUT IN THESE TERMS OF SERVICE YOU MAY NOT ACCESS OR USE ANY OF THE WEBSITE.

Amendments

Puroclean Canada may amend these Terms of Service at any time by posting new terms of service in place of this one. Puroclean Canada will post notice that the Terms of Service have been amended on its main website located at www.puroclean.ca for a period of 30 days. The amended terms of service shall automatically be effective when posted. Your continued use of the Website following the posting of the amended terms of service and the posting of such notice shall mean that you accept the terms of these Terms of Service as amended. If you do not agree with any of the terms of the amended Terms of Service, then you must terminate all use of the Website. These Terms of Service may not otherwise be amended.

The first paragraph of these Terms of Service indicates when these Terms of Service were last amended. Please check back regularly to review for changes.

Access

In order to access and use the Website you agree to abide by the terms and conditions of these Terms of Service. Puroclean Canada has the right, in Puroclean Canada's sole discretion, to suspend or terminate your current and future access and use of the Website in the event Puroclean Canada reasonably believes that you are conducting yourself or providing information in a manner which is in breach of these Terms of Service.

Puroclean Canada reserves the right to monitor your use of the Website to ensure that the terms set out in these Terms of Service are being complied with.

Your Conduct

You may not create, upload, download, store or share any documents, information, content or other material which:

- is false, misleading, deceptive or fraudulent, including through failure to keep your information true, accurate and current or through omission of any relevant information;
- is defamatory or libellous of any person or organization;
- is offensive, vulgar or obscene or contains any nudity or pornography of any kind;

- violates, misappropriates or infringes or potentially violates, misappropriates or infringes any third-party intellectual property or other proprietary right, including without limitation, copyright, patent, trademark, trade secret, right of publicity or right of privacy;
- is harmful or potentially harmful including, without limitation, that which places any person's health or safety at risk, places the integrity or security of any computer system at risk or distributes any virus, Trojan horse, worm, time bomb or other harmful or invasive computer program;
- violates, in any way, any federal, provincial or local law, statute, ordinance or regulation in any jurisdiction including without limitation those relating to export control, consumer protection, unfair competition, discrimination or false advertising;
- creates liability or potentially creates liability to Puroclean Canada or its service providers;
- damages or potentially damages Puroclean Canada or its computer systems or damages or potentially damages its service providers or their computer systems; or
- promotes, suggests or encourages, in any manner, any of the foregoing.

For any personal information contained in your material, you agree to comply with all laws respecting personal information and privacy. You agree to not collect, use or disclose any personal information of any individual without the consent of that individual unless such consent is not required by law.

You agree not to use any spider, robot or other automatic means to search or monitor the content of the Website.

You agree not to attempt to circumvent or bypass any security measures used in connection with the Website.

You agree that you shall not use any automatic means, including software, to interfere with or attempt to interfere with the Website or their use by any other user.

You agree not to cause any unreasonable burden or load on the Website or its computer systems.

Website

You agree that Puroclean Canada will not be liable for any delay or unavailability of any of the Website, whether due to an act or omission of Puroclean Canada or an act or omission of any third party.

Puroclean Canada may change, add to or delete from its Website at any time without notice. You agree to bear all risks, costs and damages that you may incur or suffer as a result of those changes.

Links to Internet Resources

Links to other Internet resources which are provided through the Website are provided as a courtesy and you may only use them at your sole risk. The content, accuracy, opinions expressed, other information and any products or services obtained from or through any links are not investigated, verified, monitored or endorsed by Puroclean Canada. Puroclean Canada shall not be responsible for any content or for any products or services obtained from or through those links.

No partnership or other relationship should be implied merely from the fact that a link to a third-party website is provided on the Website.

User Suggestions

Puroclean Canada may enable you to provide suggestions, comments or feedback about the Website or about Puroclean Canada's other products and services. By making any suggestions, comments or feedback by or through the Website or otherwise, you agree to grant, and you will be thereby granting, to Puroclean Canada a world-wide, royalty-free, non-exclusive and irrevocable license to use that suggestions, comments or feedback in any manner that it may wish, including to improve its products and services and its organisation and its processes. You hereby agree and acknowledge that you will not receive any recognition or compensation in connection with the same.

Intellectual Property

Puroclean Canada has certain protectable proprietary rights in its Website, including copyrights and trademarks. You may not modify, copy, publish, republish, transmit, sell, create derivative works, display, frame or in any way exploit any of the Website or any content obtained from or through the Website.

Warranty Disclaimer

THE WEBSITE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND IS USED BY YOU AT YOUR SOLE RISK. IN RESPECT OF SAME, PUROCLEAN CANADA MAKES NO EXPRESS OR IMPLIED WARRANTIES, CONDITIONS OR REPRESENTATIONS WHATSOEVER, AND SPECIFICALLY DISCLAIMS THE SAME INCLUDING WITHOUT LIMITATION, ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS OF CORRECTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE INCLUDING THOSE IMPLIED BY STATUTE. THE WEBSITE MAY CONTAIN BUGS, ERRORS, PROBLEMS, VIRUSES OR OTHER LIMITATIONS. PUROCLEAN CANADA ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY SUCH BUGS, ERRORS, PROBLEMS OR VIRUSES OR OTHER LIMITATIONS.

Limited Liability

UNDER NO CIRCUMSTANCES SHALL PUROCLEAN CANADA BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSSES INCLUDING, WITHOUT LIMITATION, ANY INTERRUPTION OF BUSINESS OR RELATED LOSSES OR EXPENSES OR LOSS OF ANTICIPATED SAVINGS, LOST OPPORTUNITY, GOODWILL, REVENUE, DATA OR PROFIT INCURRED OR SUFFERED BY YOU WHICH MAY ARISE OUT OF ANY FAILURE OF OR ANY DEFECTS OR ERRORS IN THE WEBSITE, WHETHER OR NOT PUROCLEAN CANADA WAS TOLD OF THE POSSIBILITY OF SAME.

IN ALL CIRCUMSTANCES, PUROCLEAN CANADA'S TOTAL MAXIMUM AGGREGATE LIABILITY UNDER THESE TERMS OF SERVICE AND IN CONNECTION WITH ANY FAILURE OF OR ANY DEFECTS OR ERRORS IN THE WEBSITE, ARISING IN ANY MANNER WHATSOEVER, SHALL BE LIMITED TO THE TOTAL OF THE MONIES PAID BY YOU TO PUROCLEAN CANADA IN CONNECTION WITH THE WEBSITE OR \$10.00 (CDN), WHICHEVER IS HIGHER.

Indemnity

You agree to indemnify and hold Puroclean Canada, its employees, officers, directors, agents and partners harmless, including from reasonable attorney fees, from any and all claims and demands made by anyone due to or arising from your use of the Website or your violation of these Terms of Service.

No Agency

The parties are independent entities and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended nor created by these Terms of Service and neither party shall state or imply anything to the contrary.

No Waiver

Puroclean Canada's failure to insist upon or enforce strict compliance with any provision of these Terms of Service shall not be construed as a waiver of any provision or right of the same or different type in the future.

Entire Terms of Service

The terms and conditions set out in these Terms of Service constitute the entire terms and conditions with respect to the use of the Website and the relationship between the parties for the purposes of the same. No representative of Puroclean Canada is authorized to amend the terms of these Terms of Service other than as specifically provided for herein.

Termination

Notwithstanding the termination or expiration of these Terms of Service for any reason, the provisions of these Terms of Service set out in the sections entitled User Suggestions, Intellectual Property, Warranty Disclaimer, Limited Liability, Indemnity and Governing Law shall survive such termination or expiration.

Governing Law

These Terms of Service, your use of the Website and the resolution of any dispute arising between the parties in connection with the Website shall be governed and construed in accordance with the laws of the Province of Ontario and those of Canada applicable therein, without reference to their conflict of laws. You agree that any legal action or proceeding between you and Puroclean Canada which in any way concerns any of the foregoing shall be brought exclusively in the courts of Ontario. Notwithstanding the foregoing, either party may apply to any court of competent jurisdiction to obtain injunctive relief.

Severability

If any provision of these Terms of Service is held to be invalid or unenforceable, such provision shall be severed from these Terms of Service and the remaining provisions shall remain in full force and effect.

Headings

Headings are for reference purposes only and shall not be used in the interpretation of these Terms of Service.