

TERMS OF SERVICE

Website Terms of Service

By accessing and using the Site, or the other services we provide, you agree to each of the terms and conditions set forth herein (each a “**Term**” and collectively, the “**Terms of Service**”). We reserve the right to amend these Terms of Service at any time and without notice. These Terms of Service will be accessible on the Site at all times and the User undertakes an obligation to observe and follow these Terms of Service, including any changes that may occur from time to time. Any changes to these Terms of Service become effective from the date of modification and any subsequent use of the Services constitutes acceptance of the revised Terms of Service. We reserve the right to block your access at any time for any reason, including but not limited to violations of these Terms of Service. Please also carefully read our Privacy Policy which is hereby incorporated into these Terms of Service by reference.

Definitions

Account: means a Client account which allows Users authorized by the Client to access and use the full suite of Services.

Arolytics (variously, “we”, “us” or “our”): refers to Arolytics Incorporated.

Client: means a person, including a company, partnership or other entity, who registers an Account.

Content: means any information that is submitted to the Site or via the Services, publicly or privately, including but not limited to – personal information, images, videos, graphics, sounds, texts and e-mails.

Services: means the services provided by Arolytics including, but not limited to, use of the Site and those services described in more detail below.

Site: means the Arolytics website hosted at <https://www.arolytics.com/> and any subdomains thereof, including but not limited to: www.aroviz.arolytics.com

User (variously, “you” or “your”): an individual who accesses and uses the Services.

Description of Service

Arolytics has created an emissions management tool that helps you measure, track and interpret your atmospheric emissions data more effectively. The tool allows you to view your emission measurements spatially on an interactive map, generate emissions statistics, schedule and track repairs, and provide reports both for internal company communications and regulatory compliance.

User Conduct and Responsibility

Users pledge that they will not participate in any form of action or conduct that may have a disruptive, destructive or negative impact on the Site, Services or Users. This includes but is not limited to:

- illegal activity;
- uploading, posting or sharing of material that is obscene, offensive, or discriminatory;
- threatening, abusive, obscene or harassing behaviour;
- invasions of privacy;
- distribution of software viruses;

- any interference with the proper operation of the Site or Services;
- tampering with the software code for the Site or Services;
- bypassing of any security measures put in place by Arolytics, including but not limited to password protections.

Accounts

To access and use the full suite of Services, you will need to contact us to request a Client Account. The only information you need to submit in order to open an Account is the Client's name, mailing address, a Client contact person, and an active email address and phone number for the contact person (although we may subsequently request more information about the Client such as upstream asset information and methane measurement data collected to date). You will be sent a temporary password to activate the Account but will be asked to change it immediately. You are solely responsible for maintaining the confidentiality of the password associated with the Account and accept responsibility for all activities that occur under the Account. We endeavour to use reasonable security measures to protect against unauthorized access to the Account but we cannot guarantee absolute security of the Account or your Content and we cannot promise that our security measures will prevent third-party "hackers" from illegally accessing the Account. You agree to immediately notify us of any unauthorized use of the Account or password, or any other breach of security, and to accept all risks of unauthorized access to the Content you provide to us.

You understand that all Content available in connection with the Services is the sole responsibility of the person from whom such Content originated. This means that you, and not us, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available. We do not control or monitor the Content and, as such, do not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Services, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will Arolytics be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available on the Site or via the Services.

You acknowledge that we and our designees shall have the right, but not the obligation, exercised in our sole discretion, to pre-screen, monitor, refuse or remove any Content that is available via the Services. Without limiting the foregoing, we and our designees shall have the right to remove any Content that violates these Terms of Service or is otherwise objectionable. You agree that you must evaluate and bear all risks associated with the use of any Content available in connection with the Services, including any reliance on the accuracy, completeness, or usefulness of such Content.

Services Eligibility

You may request an Account only if you are authorized by the Client to do so on their behalf. You may not use the Services if you live in a jurisdiction where access to or use of the Services or any part of it may be illegal or prohibited. It is solely your responsibility to determine whether your use of the Services is lawful, and you must comply with all applicable federal, provincial, territorial and local laws.

You further represent and warrant that the Client: (a) has not previously been suspended or removed from using the Services; (b) is not a direct competitor of the Services; and (c) has full power and authority to enter into these Terms of Service and in doing so will not violate any other agreement to which the Client is a party.

Content

We do not claim ownership of any Content that you create and share with us or the other Users. Unless otherwise stated, you retain copyright and other rights already possessed by you over Content that you create and share on or through the Services. However, by creating and sharing Content, you give us an irrevocable license to reproduce, adapt, modify, publish, and distribute derivative works from any Content created and shared by you through the Services. Our use of the Content is governed by our Privacy Policy.

Intellectual Property

The Services are legally protected in various ways, including copyrights, trademarks, service marks, patents, trade secrets, and other rights and laws. By using the Site and the Services, you agree to respect all copyright and other legal notices, information, and restrictions contained in any of the content that we provide through the Site or Services. You also agree not to change, translate, or otherwise create derivative works of the Services or any of the content found thereon including, but not limited to, Arolytics trademarks, logos, and copyrighted material. We do not grant you a right or license to reproduce content from the Site or otherwise, for any reason.

Indemnification

You agree to indemnify and hold Arolytics and its subsidiaries, affiliates, officers, agents, representatives, employees, partners and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or otherwise seek to make available through the Site, your use of the Services, your connection to the Site, your violation of these Terms of Service, or your violation of any rights of another person or entity.

Warranty Disclaimer

The User agrees that they use the Services solely at their own risk. The Services are provided "as is" and "as available" and without warranty of any kind, express or implied. AROLYTICS SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. NO ADVICE OR INFORMATION (ORAL OR WRITTEN) OBTAINED BY YOU FROM AROLYTICS SHALL CREATE ANY WARRANTY.

Force Majeure

You agree that Arolytics shall not be liable for failures or delays in performance due to causes beyond its reasonable control, including war, strikes, lockouts, fire, flood, storm, public health emergencies, pandemics, epidemics, quarantines, government action or acts of God. Arolytics will use best efforts to minimize the effects of such failures or delays.

Limitation of Liability

To the fullest extent permitted by law, in no event will Arolytics, its directors, employees, partners, suppliers, or content providers be liable for any indirect, incidental, punitive, consequential, special, or exemplary damages of any kind, including but not limited to damages: (i) resulting from your access to, reliance on, use of, or inability to access or use of the Site or the Services; (ii) for any lost profits, data loss, or cost of procurement or substitute goods or services; or (iii) for any conduct or content of any third

party on the Site or otherwise. In no event shall Arolytics' liability for direct damages be in excess of (in the aggregate) one hundred Canadian dollars (\$100).

Hyperlinks

You may create a text hyperlink to our Site for non-commercial purposes, provided such link does not portray Arolytics or any of its products and services in a false, misleading, derogatory or otherwise defamatory manner and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited permission may be revoked at any time. You shall not use the Arolytics logo or other proprietary graphic of Arolytics to link to our Site without our express written permission.

Third Party Website and Interaction

By accessing third party websites or applications through our Site or Services, you are consenting to the terms of service and privacy policies of those websites. We do not accept any responsibility or liability for their policies. You should read the terms of service and privacy policies of such websites, and make an informed decision whether or not to use these websites based upon their practices and your discretion.

Feedback

You may submit questions, comments, suggestions, ideas, original or creative material or other information about Arolytics or our products or Services (collectively, "**Feedback**"). We reserve the right to incorporate Feedback in our products and Services and otherwise use and fully exploit Feedback for any purpose, without acknowledgement or compensation to you.

Dispute Resolution and Governing Law

These Terms of Service (and all other rules, policies, or guidelines incorporated by reference) are governed by and construed in accordance with the laws of the Province of Nova Scotia and the federal laws of Canada as applicable therein, without giving effect to any common law or statutory principles of conflicts of law. You expressly agree that any action arising out of or relating to your use of the Site or the Services shall be filed in a court in the Province of Nova Scotia and that you attorn to the jurisdiction of that court.

Contact Us

If you have any questions, concerns or suggestions regarding these Terms of Service, please contact us at:

Email: liz.oconnell@arolytics.com
Attention: Liz O'Connell, President

These Terms of Service last updated on April 27, 2020.