

## PRIVACY POLICY AND TERMS OF USE

Please read these terms and conditions carefully before using Intelline services, and website operated and owned by Intelline found at <https://www.intelline.ca> (the “Website”). Your access to and use of the Website is subject to legally-binding terms and conditions which you accept and agree to by accessing this Website.

The following terms of use (“Terms of Use”) and privacy policy (“Privacy Policy”) form a binding agreement (this “Agreement”) between you and Intelline, operating out of the Province of Ontario. Intelline may modify, amend, supplement, and replace the terms of this Agreement at any time without providing you with advance notice. Your continued use of this Website after any changes means you have accepted the changed Privacy Policy and Terms of Use.

### 1. Definitions

In this Agreement, the following terms and expression have the following meanings:

“**Content**” means any material posted on, uploaded to, made available to and/or appearing on the Services, including without limitation, data, information, text, graphics, photos, videos, charts, or location information.

“**Customer**” means a person who procures Services from Intelline, including without limitation, by placing an order for an Intelline Modular Linear Generator System, thereby allowing access to, and use of such Services by the Customer, and “Customers” shall be construed accordingly.

“**Parties**” means the parties to the Terms of Service, and “Party” shall be construed accordingly.

“**Services**” means the services offered or made available by Intelline, and any Website or application associated therewith, as modified by Intelline from time to time.

“**you**”, “**your**” and/or “**yourself**” means the Customer or persons accessing the Website, as applicable.

### 2. Acceptance

- a. By directly or indirectly accessing or making use of the services offered or made available by Intelline, including any website or application associated therewith (the “**Services**”), you signify, represent and warrant that you are older than 18 years of age and that you have, and at all times shall have, the necessary power, capacity and authority to enter into, abide by, comply with and perform your obligations under this Agreement.
- b. In the event that you are younger than 18 years of age, you represent and warrant that you have, and at all times shall have, the necessary consent of your parent or legal guardian to enter into, abide by, comply with and perform your obligations

under this Agreement, and that your parent or legal guardian understands and guarantees your obligation under the Agreement and they indemnify, release and hold Intelline harmless on behalf of you, your parent, or legal guardian and your collective estates, heirs, beneficiaries, and assigns as further set out in this Agreement.

- c. Intelline is committed to protecting the personal information of identifiable individuals and legal entities, disclosed or provided to Intelline on or through the Services (the “**Personal Information**”), and this Agreement outlines how Intelline collects, uses and discloses such Personal Information.
- d. Intelline reserves the right to, at its sole discretion, amend this Privacy Policy and Terms of Use at any time and without notice, the most current version of which shall always be available at <https://www.intelline.ca>. You acknowledge and agree that your continued use of the Services, following any amendment of this Privacy Policy and Terms of Use, shall signify your assent to, and acceptance of, such amended terms and conditions.
- e. If you do not agree to any term or condition of this Agreement, or any subsequently amended term or condition thereof, you cannot use the Services.

### **3. Use of Services – Permissions and Restrictions**

- a. You shall not use the Services to violate, infringe or appropriate any person’s privacy rights, publicity rights, defamation rights, copyrights, trademark rights, contractually rights or any other legal rights.
- b. You shall not copy, modify, change, translate, decrypt, obtain or extract the source code of, create derivative works from, reverse engineer, reverse assemble, decompile, disassemble or reverse compile any part of the Services.
- c. You shall not interfere with, or attempt to interfere with, the Services or the networks or services connected to the Services, whether through the use of viruses, bots, worms, or any other computer code, file or program that interrupts, destroys or limits the functionality of any computer software or hardware, or otherwise permit such activity.
- d. You shall use the Services in accordance with the Privacy Policy and Terms of Use and any and all applicable laws and regulations. Intelline reserves the right to investigate and take appropriate action against anyone who, in Intelline’s sole discretion, violates this provision, including without limitation, taking legal action.

### **4. Trademark & Copyright**

- a. All materials created by Intelline on the Website and associated materials are protected by Canadian copyright laws as original works. The absence of a registered

copyright symbol does not mean that such materials are not protected as belonging to Intelline. The contents of this Website are all copyrighted by Intelline, unless otherwise noted. You must obtain written permission from Intelline to use the contents of the Website in any manner not authorized by this Agreement.

- b. You shall not reproduce or redistribute Intelline's intellectual property in any way, including electronic, digital, or new trademark registrations.

## **5. Collection and Use of Personal Information**

- a. You expressly acknowledge, agree and consent to the collection and use of your Personal Information as specified in this Agreement. The legal bases for our processing of Personal Information are primarily that the processing is necessary for providing and supporting the Services and that the processing is carried out in our legitimate interests, which are further explained below. Without limiting the generality of the foregoing, Intelline may on occasion, in specific circumstances, ask you to consent when Intelline intends to collect or use your Personal Information.
- b. Intelline may collect the following types of information when you use the Services:
  - i. Information you submit to Intelline
    1. Account information: you expressly acknowledge and agree that certain information such as your name, address, telephone number, email address, billing information, financial information, and certain additional information may be required by Intelline to make the Services available to you, or may be disclosed by you on or through the Services.
    2. Additional submitted information: you may choose to provide other information to improve your experience or enable certain features of the Services.
    3. Financial information: Intelline may collect billing and other financial information in order to process payments in connection with the Services.
  - ii. Information Intelline collects from your use of the Services
    1. Log and usage data: Intelline collects log data and usage information relating to your use of the Services. For example, Intelline collects information about how you interact with the Services, such as what functions you use in the Services. Intelline also collects information about the devices used to access the Services, such the device type and IP address.

- c. Intelline takes steps designed to ensure that only those employees who need access to your Personal Information to fulfil their employment duties will have access to it. You expressly acknowledge, agree and consent to Intelline collecting and using your Personal Information:
  - i. to respond to any request for customer service;
  - ii. to make the Services and System available to you and to other users of the Services;
  - iii. to improve the quality of the Services, including without limitation, through polls, surveys and other similar feedback gathering activities conducted by Intelline or any third-party;
  - iv. to assess service levels, monitor traffic patterns and gauge popularity of different features, and functionalities;
  - v. to bill, collect any debt owing to Intelline, and to facilitate payments between you and other users of the Services;
  - vi. to communicate with you, including without limitation for the purpose of providing you with notifications, content, marketing materials, commercial electronic messages, and information about your Account and/or the Services;
  - vii. for technical support, maintenance and monitoring relating to the Services, including without limitation error reporting, monitoring and analysis;
  - viii. to protect against fraud or error, and to respond to claims of any violation of Intelline's rights or those of any third-party;
  - ix. to protect the rights, property or personal safety of yourself, Intelline, Intelline's agents, Intelline's users and the public;
  - x. to enforce this Agreement, or any other agreement entered into between yourself and Intelline;
  - xi. as required to comply with any applicable laws, or as authorized by any applicable laws; and
  - xii. for other purposes set out in this Agreement, and for any other purpose Intelline may disclose to you from time to time.
- d. Intelline provides an "opt-out" function within all email communications of this nature, and/or will cease communications of this nature if you inform Intelline that

you would like to “opt-out”. You however expressly acknowledge and agree that you may not “opt-out” of communications related to the Services, a bill, an invoice, or where such withdrawal of consent would frustrate the performance of a legal obligation (but Intelline will attempt to minimize the aforementioned communications).

## **6. Disclosure of Personal Information**

- a. Intelline will only disclose your Personal Information as set out in this Agreement in accordance with your instructions, for the purposes set out in Section 2(c), and in any event, in accordance with applicable law. Without limiting the generality of the foregoing, you understand and agree that the purposes set out in Section 2(c) include the disclosure of your Personal Information to third-party service providers in connection with your use of the functionality of the Services, technical support and maintenance (including error reporting, monitoring and analysis), data storage and payment processing. You expressly acknowledge and agree that your Personal Information disclosed by Intelline to others hereunder may be subject to the terms of another privacy policy other than this Agreement, and that Intelline assumes no responsibility for the privacy policies or practices of any third-party.
- b. Intelline will not disclose, trade, rent, sell or otherwise transfer your Personal Information, without your consent, except as otherwise set out herein.
- c. You expressly acknowledge, agree and consent to the disclosure of your Personal Information as specified in this Agreement. When we disclose your Personal Information to third parties, we take reasonable measures to ensure that the rules set forth in this Agreement are complied with and these third parties provide sufficient guarantees to implement appropriate technical and organisational measures.
- d. Without limiting the foregoing, you expressly acknowledge and agree that, for the purposes of billing and facilitating payments between you and Intelline, Intelline may disclose your Personal Information with its banks or other third-parties in order to process payments.

## **7. Retention of your Personal Information**

Your Personal Information will be retained for as long as may be necessary or relevant for the identified purpose of collection, or as may be required or permitted by law, after which time Intelline will no longer retain such information in a form capable of identifying an individual or legal entity.

## **8. Children's Privacy**

The Services are not directed to children under the age of 18, and we do not knowingly collect Personal Information from children under the age of 18 without obtaining parental

consent. If you are under 18 years of age, then please do not use or access the Service at any time or in any manner. If we learn that Personal Information has been collected on the Services from persons under 18 years of age and without verifiable parental consent, then we will take the appropriate steps to delete this information. If you are a parent or guardian and discover that your child under 18 years of age has provided Personal Information, then you may alert us as set forth in the "Contact Us" section of the website and request that we delete that child's Personal Information from our systems.

## **9. Rights to Your Information**

On written request and subject to proof of identity, you may access the Personal Information that we hold, used or communicated and ask that any necessary corrections be made, where applicable, as authorized or required by law. However, to make sure that the Personal Information we maintain about you is accurate and up to date, please inform us immediately of any change in your Personal Information by mail or email.

## **10. Aggregated Data**

You expressly acknowledge, agree and consent to Intelline collecting, combining, manipulating and using your Personal Information to create generalized, anonymous information, stripped of data capable of identifying an individual or legal entity (the "Aggregated Data"), and using, disclosing and commercializing such Aggregated Data as Intelline deems fit. Your identity and Personal Information will be kept anonymous in the Aggregated Data.

## **11. Cookies and Log Files**

You expressly acknowledge, agree and consent to Intelline using cookies relating to the Services on one or more of your electronic devices and using tracking tools, pixel tags, cookies and log files for purposes Intelline deems fit, including without limitation, to track which page variants you have seen, to track if you have clicked on a page variant, to monitor traffic patterns, to gauge popularity of service options and to gather information used to deliver relevant content and services to you.

## **12. Withdrawing Consent**

You have the right to withdraw your consent relating to the collection, use or disclosure of your Personal Information at any time, except where such withdrawal would frustrate the performance of a legal obligation.

## **13. Security**

- a. Intelline will strive to prevent unauthorized access to your Personal Information and will periodically enhance its security aimed at ensuring that your Personal Information is kept safe from unauthorized access, use and disclosure.

- b. While Intelline has technology and procedures to guard your Personal Information against unauthorized access, use or disclosure, you expressly acknowledge and agree there is no guarantee that such technology or procedures can or will eliminate the risks of unauthorized access, use, disclosure, theft, loss or misuse.
- c. You expressly acknowledge and agree that Intelline is not responsible for, and does not control, the use by others of any information which you provide to them and that you should use caution in selecting the Personal Information you provide to others through the Services.
- d. If Intelline learns of a security systems breach, Intelline will inform you and the authorities of the occurrence of the breach in accordance with applicable laws.

#### **14. General**

- a. This Privacy Policy and Terms of Use constitute the entire agreement between Intelline and you, and there are no representations, conditions, or oral agreements or understandings, except as set forth in this Agreement.
- b. The failure of Intelline to insist upon a strict performance of any of the terms will not be deemed a waiver of any rights or remedies that Intelline may have and will not be deemed a waiver of any subsequent breach or default in any such terms.
- c. You agree that if any part of this Agreement is deemed void, invalid, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement remains in full force and effect.
- d. This Agreement is made pursuant to the laws of the Province of Ontario and the laws of Canada applicable therein.