



## Afino Inc. Website Terms and Conditions of Use

### 1. Introduction

- (a) These terms and conditions of use (the "Terms") explain how you may use this website ("Site"). References in these Terms to the Site includes <https://afino.io/> and all associated web pages. You should read these Terms carefully before using the Site. By accessing or using this Site or otherwise indicating your consent, you agree to be bound by these Terms and the documents referred to in them. If you do not agree with or accept any of these Terms, you should cease using the Site immediately. If you have any questions about this website, please contact [team@afino.io](mailto:team@afino.io).
- (b) **Definitions**
  - i. "Content" means any text, images, video, audio or other multimedia content, software or other information or material submitted to, subsisting on or accessible from the Site;
  - ii. "we", "us" or "our" means Afino Inc., company business number 713265270 with tax registration number 713265270RC0001 and whose registered office is at 474 Lake Drive South, Keswick, Ontario, L4P 1R4.
  - iii. "you" or "your" means the person accessing or using the Site or its Content.
- (c) **Privacy Policy** - These Terms include our Privacy Policy found at <https://www.afino.io/legal/privacy>.
- (d) This Site is intended for and directed to residents of Canada over the age of 18 years. Individuals under the age of 18 years old ("Minor(s)") may view content on the Site but may not register an account until a parent or guardian provides express written consent that the Minor may use the Website. The parent or guardian of the Minor should provide express written consent to us at [team@afino.io](mailto:team@afino.io).
- (e) If we do not receive confirmation from a parent or guardian allowing a Minor to use the Website, or if that permission is expressly refused, we will delete the Minor's account and Personal Information. If we delete a Minor's account, the Minor may not create another account or access or use the Website by any other means until we receive express written consent by a parent or guardian or until they are at least 18 years of age.
- (f) **Accessibility** -- We seek to make this Site as accessible as possible. If you have any problems accessing this Site or the content contained on it, please contact us at [team@afino.io](mailto:team@afino.io).

### 2. Restrictions On Use

- (a) The Site is for your personal use only. As a condition of your use of the Site, you agree:

- i. not to use the Site for any purpose that is unlawful under applicable law, or prohibited by these Terms and our Privacy Policy found at <https://www.afino.io/legal/privacy>;
  - ii. not to defame or disparage anyone or make comments of an obscene, derogatory or offensive manner or otherwise use the Site or its Content in a way that brings us or any third party into disrepute or causes us to be liable to any third party;
  - iii. not to use the Site to distribute viruses or malware or other similar harmful software code;
  - iv. not to represent or suggest that we endorse any other business, product or service unless we have separately agreed to do so in writing; and
  - v. that you are solely responsible for all costs and expenses you may incur in relation to your use of the Site and shall be solely responsible for keeping your password and other account details confidential.
- (b) We reserve the right to prevent or suspend your access to the Site if you do not comply with any part of these Terms.

### 3. Ownership, Use and Intellectual Property Rights

- (a) This Site and all intellectual property rights in the Site (including without limitation any Content) are owned by us. We reserve all our intellectual property rights (which include without limitation all copyright, trade-marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind) whether registered or unregistered anywhere in the world.
- (b) Nothing in these Terms grants you any rights in the Site other than as necessary to enable you to access the Site. You agree not to manipulate any intellectual property notices contained on the Site and in particular in any digital rights or other security technology contained within any Site Content.
- (c) **Trade-Marks** - Trade-marks and Trade names may be used on this Site. The use or misuse of any trade-marks or any other Content on the Site except as provided in these Terms is strictly prohibited. Nothing contained on the Site shall be construed as granting, by implication, estoppel or otherwise, any ~~license~~[license](#) or right to use any trade-mark without our prior written permission.

### 4. Submitting Information to the Site

- (a) The Site is not a secure means of communication and any information you supply to us may not be kept confidential. For that reason, you should not submit or send to us any patentable ideas or patent applications, advertising or marketing suggestions, prototypes or any information, written or oral, which you regard as confidential or commercially sensitive or valuable (collectively referred to as "Unwanted Submissions"). While we value your feedback, you agree not to submit any Unwanted Submissions. Any submission (including any Unwanted Submission) made to us is deemed to be our property. By transmitting or posting any submission or other material to us, you agree that, subject to our Privacy Policy found at <https://www.afino.io/legal/privacy>, we are entitled to use any such information in any manner we see fit (including reproduction, transmission, publication, broadcast, and posting on any media and anywhere in the world) on a free of charge basis. We shall not be subject to any obligation of confidentiality nor be liable for any use and/or disclosure of such submissions.
- (b) You represent and warrant that any Content you supply to us is and shall be your own original work, has been lawfully provided to us and that you have all necessary consents to provide this to us and that we shall be entitled to disclose your name with any such Content that we may choose to publish. You agree that you waive all moral rights you may have in any

such Content but that any personal data you supply with your Content may, if we choose to do so, be used by us as described in our Privacy Policy found at <https://www.afino.io/legal/privacy>.

#### **5. Accuracy of Information and Availability of the Site**

- (a) While we use reasonable efforts to include accurate and up-to-date information on the Site, we do not represent, warrant or promise (whether expressly or by implication) that any Content is or remains available, accurate, complete and up to date, free from bugs, errors or omissions or fit or suitable for any purpose. Any reliance you may place on the information on this Site is at your own risk and we may suspend or terminate operation of the Site at any time at our sole discretion. Nothing in these Terms shall operate to prejudice any mandatory statutory requirement or your statutory rights. Content on the Site is provided for your general information purposes only and to inform you about us and our services and news, features and other websites, which may be of interest. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purpose.
- (b) While we make commercially reasonable efforts to ensure that the Site is available, we do not represent, warrant or guarantee in any way the Site's continued availability at all times or uninterrupted use by you of the Site.

#### **6. Hyperlinks and Third Party Sites**

- (a) The Site may contain hyperlinks or references to third party websites other than the Site. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites and accept no responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party website does not constitute an endorsement of such third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third party site.

#### **7. Warranties and Limitation of Liability**

- (a) To the maximum extent permitted by applicable law, WE EXCLUDE ALL LIABILITY (WHETHER ARISING IN CONTRACT, TORT, BREACH OF STATUTORY DUTY OR OTHERWISE) WHICH WE MAY OTHERWISE HAVE TO YOU AS A RESULT OF ANY ERROR OR INACCURACIES IN ANY CONTENT, THE UNAVAILABILITY OF THE SITE FOR ANY REASON, AND ANY REPRESENTATION OR STATEMENT MADE ON THE SITE.
- (b) We will not be liable for any loss or damage we cause which we could not reasonably anticipate when you started using the Site, for example if you lose revenue, salary, profits or reputation as a result of your use of the Site and/or the acts or omissions of any third party such as other users of the Site or any other indirect or consequential loss or damage you may incur in relation to the Site and its Content.
- (c) Afino Inc. does not make any representation or warranty of any kind regarding any organization that it has included in the Website including, without limitation, regarding the suitability/quality of volunteering opportunities, donation opportunities and events offered by third party websites, or regarding compliance with applicable laws by third party websites. In addition, the mention of third party websites or their products or services on the Website should not be construed as an endorsement of that organization or its products or services.
- (d) Your correspondence and/or ensuing relationship with third parties, found on or through the Site including but not limited to acceptance of volunteer opportunities, donations of property and participation in events and any other dealings, are solely between you and the third

party you choose to deal with. YOU AGREE THAT AFINO INC. WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, COST, DAMAGE, OR OTHER LIABILITY OF ANY SORT INCURRED AS THE RESULT OF ANY SUCH DEALINGS AND YOU HEREBY IRREVOCABLY WAIVE ANY CLAIMS AGAINST AFINO INC. ARISING FROM OR RELATED TO YOUR RELATIONSHIP WITH A THIRD PARTY.

- (e) Notwithstanding any other provision of these Terms, we do not exclude or limit our liability for any statutory rights which are not capable of being excluded.
- (f) We shall have no liability to you for any breach of these Terms caused by any event or circumstance beyond our reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.

## 8. General

- (a) These Terms are dated March 8<sup>th</sup>, 2021. No changes to these Terms are valid or have any effect unless agreed by us in writing. We reserve the right to vary these Terms from time to time. Our new Terms will be displayed on the Site and by continuing to use and access the Site following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.
- (b) All notices from you to us must be in writing and sent to our contact address at [team@afino.io](mailto:team@afino.io) and all notices from us to you will be displayed on our website from time to time.
- (c) If any part of these Terms is unenforceable (including any provision in which we exclude or limit our liability to you) the enforceability of any other part of these Terms will not be affected. If we choose not to enforce any right that we have against you at any time, then this does not prevent us from later deciding to exercise or enforce that right.
- (d) These Terms (including the Privacy Policy found at <https://www.afino.io/legal/privacy>) contain the entire understanding and agreement between us and you in relation to your use of the Site and supersede and replace any representation, statement or other communication (whether written or otherwise) made by you or us which is not contained herein. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.
- (e) You may not assign, sublicense or otherwise transfer any of your rights and obligations in these Terms to any other person.
- (f) All matters arising out of or relating to this Agreement are governed by and construed in accordance with the laws of the Province of Ontario, and the federal laws of Canada applicable therein without giving effect to any choice or conflict of law provision or rule (whether of the Province of Ontario, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Province of Ontario.
- (g) Any legal suit, action, litigation or proceeding arising out of or relating to this Agreement shall be instituted in the courts of the Province of Ontario, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation, or proceeding. The Parties irrevocably waive and agree not to plead or claim in any such court that any such action, litigation, or proceeding brought in any such court has been brought in an inconven-

ient forum. Each party agrees that a final judgment in any such suit, action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

- (h) The parties acknowledge that they have required that these Terms and all related documents be prepared in English. Les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.