



COMFLO WEBSITE TERMS OF USE

This website is owned and operated by **Comflo Inc.** ("Comflo").

Please carefully read these Terms of Use before using the Comflo website. These Terms of Use exempt Comflo and other persons from liability, specify the jurisdiction for the resolution of disputes and contain other important provisions.

BY USING THE COMFLO WEBSITE, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, THEN YOU MAY NOT USE THE COMFLO WEBSITE.

1. Your Acceptance of These Terms

These Terms of Use are a binding agreement between you and Comflo regarding your access to and use of Comflo's website (the "**Website**"). Each time you use the Website, you signify your unconditional acceptance and agreement, without limitation or qualification, to the most current version of these Terms of Use. If you do not unconditionally accept and agree to these Terms of Use, then you may not use the Website.

In these Terms of Use, a reference to the "**Website**" includes all information and other content (including all text, graphics, images, video, and other elements available on or through the Website) available on or through the Website and the design, structure, selection, arrangement and look and feel of each element of the Website and the Website as a whole.

2. Changes to these Terms of Use

Comflo may change these Terms of Use at any time and from time to time, without any prior notice, by posting the changed Terms of Use on the Website at www.comflo.com/terms-conditions. The changed Terms of Use are effective immediately on posting on the Website, unless the changed Terms of Use expressly state otherwise. It is your responsibility to regularly check the "Last Updated" date at the top of these Terms of Use and review any changes since the previous version. By using the Website after these Terms of Use have been changed by Comflo you signify your unconditional acceptance and agreement to be bound by the changed Terms of Use. You may not change these Terms of Use.

3. Permitted Users

The Website may be used only by individuals (natural persons) who are the age of majority (which in most jurisdictions is either 18 or 19 years) in the jurisdiction in which they live and are capable of forming a binding contract under applicable law. You may not use the Website if you do not unconditionally accept and agree to these Terms of Use, if you have breached these Terms of Use or if your permission to use the Website has been suspended or terminated by Comflo.

4. Permitted Use of the Website

Subject to these Terms of Use and all applicable laws, you may use the Website only in the manner purposefully made available by the Website and in accordance with these Terms of Use and all applicable laws. Use of the Website for any other purpose



or in any other manner is strictly prohibited. You are solely responsible and liable for ensuring that your access to and use of the Website complies with all applicable laws.

5. Currency/Errors

The information and content on or available through the Website is updated periodically, but is not intended to be a comprehensive, current or complete statement of all matters and developments concerning Comflo and its business. The information and content on or available through the Website might not be accurate, current or complete, and errors or inaccuracies might not be corrected. Comflo does not accept any liability for any information or content on or available through the Website.

6. No Advice

The Website is for general informational purposes only, and is not, and should not be construed or interpreted as, or substituted for, professional advice or recommendations (including medical, legal, financial, investment or other professional advice). It is your responsibility to obtain appropriate advice suitable to your particular circumstances from a qualified professional before acting or omitting to act based on any information obtained on or through the Website.

7. No Solicitation/Offering

The Website is not intended to be (and should not be construed or interpreted as) a solicitation or offering of any securities in any jurisdiction. The information on or available through the Website is not intended to modify, qualify, supplement or amend any information disclosed by Comflo under any corporate or securities laws of any jurisdiction, and should be not used for the purpose of making any investment decision.

8. Linked Sites

For your convenience, the Website may provide links or references to Internet sites or resources operated by independent persons (collectively "**Linked Sites**"). Activating a link may cause your browser to leave the Website and connect with the Linked Site. Linked Sites are independent from the Website and may have different or inconsistent terms of use and privacy policies. Comflo does not sponsor or endorse, or have any responsibility or liability for or control over, any Linked Site, any information, product, service, business, company or content available on or through any Linked Site or the collection of your personal information through any Linked Site or by the owner or operator of any Linked Site. Your use of a Linked Site and your dealings with the owner or operator of a Linked Site are at your own risk, and you will not make any claim against Comflo for any loss or damage whatsoever arising from, connected with, or relating to your use of any Linked Site, your dealings with the owner or operator of any Linked Site or any information, product, service, business, company or content available on or through any Linked Site.

9. EXCLUSION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL COMFLO BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR LIABILITY (INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY AND PUNITIVE DAMAGES)



ARISING FROM, CONNECTED WITH OR RELATING TO YOUR USE OF, OR INABILITY TO USE, THE WEBSITE OR ANY RELATED MATTER, UNDER ANY THEORY (INCLUDING CONTRACT, TORT, STRICT LIABILITY, STATUTORY LIABILITY OR ANY OTHER THEORY OF LAW), REGARDLESS OF ANY NEGLIGENCE OR OTHER FAULT OR WRONGDOING (INCLUDING FUNDAMENTAL BREACH OR GROSS NEGLIGENCE) BY OR ON BEHALF OF COMFLO, EVEN IF OTHER REMEDIES ARE NOT AVAILABLE OR DO NOT ADEQUATELY COMPENSATE YOU OR ANY OTHER PERSON FOR THE LOSS, DAMAGE AND LIABILITY, AND EVEN IF COMFLO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF THE LOSS, DAMAGE OR LIABILITY BEING INCURRED.

DEFINITION: IN THESE TERMS OF USE, “COMFLO” MEANS COMFLO INC. AND EACH OF ITS CORPORATE AFFILIATES AND SUBSIDIARIES, LICENSORS, SUPPLIERS AND SERVICE PROVIDERS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, SHAREHOLDERS, DISTRIBUTORS AND REPRESENTATIVES, JOINTLY AND SEVERALLY.

This section 10 does not apply if and to the extent prohibited by applicable law.

10. Privacy Policy

The Website collects information that you specifically and knowingly provide, and uses technological measures to collect information about your use of the Website. By using the Website, you consent to the collection, use, disclosure and retention of your personal information by or on behalf of Comflo as explained in the Comflo Privacy Policy (online: www.comflo.com/privacy), as revised from time to time, and as otherwise permitted by applicable law.

11. Feedback

If you give any feedback (including any ideas or suggestions for enhancements or improvements) about the Website or any of Comflo’s products or services to Comflo, then Comflo and its suppliers and licensors and their respective successors, assigns and licensees may use and commercialize the feedback in any and all ways and for any and all purposes without providing any compensation or attribution to you or any other person.

12. Prohibited Use of the Website

You will not: use the Website in any manner or for any purpose except as expressly permitted by these Terms of Use; use the Website for a commercial or business purpose (whether or not for profit) or on behalf of, or for the benefit of, any other person; attempt to circumvent the ordinary navigational structure, technical delivery systems or display of the Website or attempt to access or use the Website by any means that is not deliberately made available for that purpose by Comflo ; use the Website in a way that interferes with or disrupts the security, integrity, functionality, operation or performance of the Website or any related computer system, network or data; license, sublicense, grant, sell, resell, lend, rent, lease, loan, share, transfer, assign, pledge, copy, reproduce, modify, distribute, imitate, publish, republish, translate, create derivatives of, repost, publicly display, publicly perform, transmit, create any interest in, commercially exploit, or otherwise give or make available or permit access or use of the Website to or for the benefit of any other person, whether as a service bureau or otherwise, and with or without charge; index, crawl, catalogue, mirror, frame, scrape, download, store, cache, or otherwise collect or mine data from the Website for any purpose whatsoever, using any technologies, tools or methods



(including robots, spiders, crawlers, or other automatic devices, programs or methodologies) whatsoever; alter, violate, circumvent, conceal, modify or remove any notices (including proprietary rights notices), proprietary codes or locks, means of identification, digital rights tools or management information, technological protection measures, security or control measures, or agreements on, in or in relation to the Website; or authorize, permit, assist, encourage or enable any other person to do any of the foregoing or to use the Website in a way that would constitute an infringement of the rights of Comflo or a breach of these Terms of Use if it were done by you. The foregoing restrictions do not apply if and to the extent, but only to the extent, that the restrictions are prohibited by applicable law.

13. Ownership of Website

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14. Trademarks

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15. DISCLAIMERS

GENERAL DISCLAIMER:

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE WEBSITE IS MADE AVAILABLE AND PROVIDED TO YOU ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS AND WITHOUT ANY REPRESENTATION, WARRANTY, CONDITION OR GUARANTEE OF ANY NATURE OR KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, OR ARISING FROM CUSTOM OR TRADE USAGE OR BY ANY COURSE OF DEALING OR COURSE OF PERFORMANCE, INCLUDING ANY REPRESENTATION, WARRANTY, CONDITION OR GUARANTEE OF OR RELATING TO ACCURACY; AVAILABILITY; COMPLETENESS; TIMELINESS; LACK OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS; CORRECTION OF DEFECTS; SECURITY; RELIABILITY; QUALITY; FITNESS FOR A PARTICULAR PURPOSE; MERCHANTABILITY; NON-INFRINGEMENT OR RESULTS; ALL OF WHICH ARE HEREBY WAIVED BY YOU AND DISCLAIMED BY COMFLO TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW; AND NO REPRESENTATION, WARRANTY, CONDITION OR GUARANTEE IS OR WILL BE CREATED BY ANY ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, PROVIDED BY OR ON BEHALF OF COMFLO. IF YOU ARE DISSATISFIED WITH THE WEBSITE, YOUR SOLE REMEDY IS TO STOP USING THE WEBSITE.



THE WEBSITE MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. COMFLO IS NOT RESPONSIBLE OR LIABLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE OR LOSS RESULTING FROM ANY OF THOSE PROBLEMS. THE FOREGOING DISCLAIMERS DO NOT APPLY IF AND TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

COMMODITY TRADING AND RELATED INFORMATION:

INFORMATION ABOUT COMMODITY TRAINING, SPECIFIC PRODUCERS, OR PURCHASERS AND RELATED INFORMATION DISPLAYED ON OR AVAILABLE THROUGH THE WEBSITE IS PROVIDED FOR GENERAL INFORMATIONAL PURPOSES ONLY, AND IS NOT INTENDED FOR, AND SHOULD NOT BE RELIED ON FOR, ANY TRADING, BUSINESS, FINANCIAL OR OTHER PURPOSES. INFORMATION MAY NOT BE TIMELY, ACCURATE, COMPLETE, SEQUENTIAL, ACCESSIBLE OR UNINTERRUPTED. COMFLO IS NOT LIABLE OR RESPONSIBLE IN ANY WAY FOR ANY DELAYS, INACCURACIES OR ERRORS IN ANY INFORMATION, OR FOR ANY DAMAGES, LOSSES OR COSTS ARISING FROM RELIANCE ON ANY INFORMATION.

THE WEBSITE DOES NOT CONSTITUTE BUSINESS OR INVESTMENT ADVICE AND THE INFORMATION AND OTHER CONTENT AVAILABLE ON OR THROUGH THE WEBSITE IS NOT INTENDED TO BE, AND SHOULD NOT BE REGARDED AS, AN OFFER TO SELL OR A SOLICITATION OF AN OFFER BY COMFLO . IF YOU DECIDE TO USE ANY INFORMATION OR OTHER CONTENT AVAILABLE ON OR THROUGH THE WEBSITE IN ASSESSING WHETHER TO ENTER INTO A TRANSACTION, THEN PLEASE BE AWARE THAT THE INFORMATION AND OTHER CONTENT REFLECT PAST PERFORMANCE AND HISTORICAL INFORMATION ONLY AND THAT PAST PERFORMANCE AND HISTORICAL INFORMATION ARE NOT NECESSARILY AN INDICATION OF FUTURE PERFORMANCE. AS SUCH, YOU SHOULD CONDUCT YOUR OWN DUE DILIGENCE REVIEW AND INDEPENDENT RESEARCH AND YOU SHOULD NOT RELY ON THE INFORMATION OR OTHER CONTENT AVAILABLE ON OR THROUGH THE WEBSITE; AND YOU ARE ENCOURAGED TO CONSULT WITH A QUALIFIED FINANCIAL ADVISOR, ATTORNEY, ACCOUNTANT OR OTHER PROFESSIONAL WHO CAN HELP YOU UNDERSTAND AND ASSESS THE RISKS ASSOCIATED WITH ANY BUSINESS OPPORTUNITY.

LINKED SITES: WITHOUT LIMITING ANY OTHER DISCLAIMER, YOU ARE SOLELY RESPONSIBLE FOR THE SELECTION OF LINKED SITES TO ACHIEVE YOUR INTENDED RESULTS, AND YOU ACCESS AND USE LINKED SITES AT YOUR OWN RISK. COMFLO DOES NOT MAKE OR GIVE ANY REPRESENTATION, WARRANTY, CONDITION OR GUARANTEE OF ANY NATURE OR KIND WHATSOEVER (WHETHER EXPRESS, IMPLIED OR STATUTORY, OR ARISING FROM CUSTOM OR TRADE USAGE OR BY ANY COURSE OF DEALING OR COURSE OF PERFORMANCE) REGARDING ANY LINKED SITE. COMFLO DOES NOT CONTROL, AND IS NOT RESPONSIBLE OR LIABLE FOR, ANY LINKED SITE.

16. Restrictions/Changes/Termination

The Website may contain technologies that restrict or limit the use of the Website. Comflo in its discretion may change, suspend or terminate the Website, or limit, suspend or terminate your use of the Website, effective immediately at any time and without any notice or liability to you or any other person. The Website may be interrupted or unavailable from time to time, including for maintenance or due to



causes beyond the control of Comflo, all without any notice or liability to you or any other person.

If your permission to use the Website is terminated for any reason, then these Terms of Use will continue to apply and be binding regarding your access to and use of the Website before termination and all related matters (including any related dispute).

17. Governing Law

Unless applicable law expressly provides otherwise, these Terms of Use and the Website and all related matters are governed by, and will be construed and interpreted solely in accordance with, the laws of the Province of Alberta, Canada and applicable federal laws of Canada, excluding any rules of private international law or the conflict of laws that would lead to the application of the laws of any other jurisdiction.

18. Disputes

Except as expressly set out below, and unless applicable law requires otherwise, all disputes, controversies and claims arising under, out of, in connection with, or in relation to these Terms of Use or the Website or any related matter (each a "Dispute") will be referred to and finally resolved by binding arbitration administered by ICDR Canada in accordance with its Canadian Arbitration Rules. The number of arbitrators will be one. The place of arbitration will be Calgary, Alberta. The language of the arbitration will be the English language. If ICDR Canada is not operative, the arbitration will proceed ad hoc and be governed by the *Arbitration Act* (Alberta).

Notwithstanding the foregoing, Comflo may commence legal proceedings against you in the courts of any jurisdiction seeking injunctive relief (or similar urgent legal remedies) to enforce these Terms of Use or to protect Comflo's rights and interests.

Unless applicable law requires otherwise, if you fail to commence legal proceedings regarding a Dispute within twelve (12) months after the Dispute arises, then any and all legal proceedings by you regarding the Dispute will be forever barred. Any shorter time limit provided by applicable law remains unaffected.

19. Indemnification of Comflo

You will defend, indemnify and save and hold harmless each member of the Comflo and each of their respective directors, officers, managers, employees, agents, members, shareholders, licensors, suppliers, successors and assigns from and against any and all losses, damages, liabilities, costs, claims, complaints, demands, actions, suits and proceedings (including reasonable lawyers' fees) arising from, connected with or relating to any breach by you of these Terms of Use or your use of the Website.

20. General Matters

Miscellaneous: These Terms of Use are binding on you and your heirs, executors, administrators, successors, permitted assigns and personal representatives. These Terms of Use are for the benefit of Comflo. No consent or waiver by Comflo to or of any breach by you of these Terms of Use will be effective unless in writing and signed by Comflo or will be considered to be a consent to or waiver of a continuing breach or any other breach by you. The rights and remedies of Comflo under these Terms of Use are cumulative and not exhaustive or exclusive of any other rights or remedies to



which Comflo may be lawfully entitled under these Terms of Use or at law, and Comflo may pursue any and all rights and remedies concurrently, consecutively and alternatively. You will not assign or transfer these Terms of Use or any of your rights and obligations under these Terms of Use without the express prior written consent of Comflo, which consent may be withheld in Comflo's discretion. Comflo may, without your consent, assign its rights and obligations under these Terms of Use. If any provision of these Terms of Use is held by a court or arbitrator of competent jurisdiction to be unenforceable or invalid for any reason, then the provision will be deemed severed from these Terms of Use and the remaining provisions will continue in full force and effect unless as a result of the severance these Terms of Use would fail in their essential purpose.

Interpretation: In these Terms of Use: a reference to "Terms of Use" refers to these Website Terms of Use as a whole, and not just to the particular provision in which those words appear; headings are for reference only; words importing the singular number only include the plural, and vice versa; "discretion" means a person's sole, absolute and unfettered discretion; "including" or "includes" means including or includes (as applicable) without limitation or restriction; "law" includes common law, equity, statutes and regulations; and "person" includes an individual, corporation and any other legal entity.

Complete Agreement: These Terms of Use and the Transaction Terms set out the entire agreement between you and Comflo regarding your use of the Website and the associated tools. These Terms of Use may not be modified except as set out in section 2. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between you and Comflo regarding the Website.

Language: You and Comflo have each expressly requested and required that these Terms of Use, all related notices, and other documents be drawn up in the English language. Les parties conviennent et exigent expressément que ce Contrat et tous les documents qui s'y rapportent soient rédigés en anglais. Subject to applicable law, any non-English translation of these Terms of Use provided by Comflo is for convenience only, and if there is a conflict or inconsistency between the English version and a non-English version then the English version will take priority and govern.

If you have any questions or comments regarding these Terms of Use, please contact Comflo by email to info@comflo.com.

IF YOU DO NOT ACCEPT AND AGREE TO THESE TERMS OF USE, THEN YOU MAY NOT USE THE WEBSITE.