



Website Terms of Use

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PLEASE CAREFULLY READ THESE WEBSITE TERMS OF USE BEFORE USING THE POTENTIAL SECURITY WEBSITE. THESE TERMS OF USE ARE A BINDING CONTRACT THAT GOVERNS USE OF THE POTENTIAL SECURITY WEBSITE AND RELATED SERVICES, EXEMPTS POTENTIAL SECURITY AND OTHER PERSONS FROM LIABILITY OR LIMITS THEIR LIABILITY, SPECIFIES THE JURISDICTION FOR RESOLUTION OF DISPUTES, AND CONTAINS OTHER IMPORTANT PROVISIONS.

EACH TIME YOU ACCESS OR USE THE POTENTIAL SECURITY WEBSITE, YOU ACKNOWLEDGE AND SIGNIFY THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE MOST CURRENT VERSION OF THESE TERMS OF USE. IF YOU DO NOT AGREE WITH THESE TERMS OF USE, YOU MAY NOT ACCESS OR USE THE POTENTIAL SECURITY WEBSITE.

1. Your Acceptance of these Terms of Use

These Terms of Use are a legal agreement between you and Potential Security (“Potential Security Ltd.”) regarding your access to and use of the Potential Security website located at www.potentialsecurity.ca and all content, information, products and services available on or through the website (collectively, the “Website”). The Website is the property of Potential Security and its licensors. Each time you access or use any aspect of the Website, you signify your acceptance and agreement, without limitation or qualification, to be bound by the most current version of these Terms of Use. If you do not agree with these Terms of Use, you may not access or use any aspect of the Website.

2. Changes

Potential Security may in its discretion change these Terms of Use at any time, without any prior notice to you, by posting the changed Terms of Use on the Website. The changed Terms of Use are effective immediately upon posting. It is your responsibility to check the “Last Updated” date at the top of these Terms of Use and review any changes since the last version. By using the Website after these Terms of Use have been changed, you signify your acceptance and agreement to the changed Terms of Use. You may not change, supplement or amend these Terms of Use in any manner.

3. Permissible Users

You may not use the Website if you are under the age of majority in the jurisdiction in which you live or if you cannot form legally binding contracts under applicable law. If you are under the age of majority, then your parent or legal guardian may use the Website on your behalf. You may not use the Website if you breach these Terms of Use or if your permission to use the Website has been suspended or terminated by Potential Security.

4. Permissible Use



The Website is made available to you for your lawful, personal, non-commercial use only. You may use the Website only for the purposes and in the manner permitted by the Website and subject to these Terms of Use and all applicable laws. Using the Website for any other purpose or in any other manner is strictly prohibited.

The Website and its content may not be copied, reproduced, imitated, republished, translated, uploaded, posted, publicly displayed, transmitted, modified, indexed, catalogued, mirrored or distributed in any way, in whole or in part, for any purpose whatsoever, without the express prior written consent of Potential Security.

You may print Website pages for your personal, non-commercial informational purposes only, provided that you do not modify any of the pages or other content and you do not remove or alter any visible or non-visible identification, marks, notices or disclaimers.

5. Other Terms and Conditions

Additional terms and conditions and policies (collectively, the “Other Terms and Conditions”) apply to purchases of products and services through the Website and to specific portions, features or services of or offered through the Website, including terms and conditions contained in any published schedules or fare rules, any pages on the Website, on any ticket or receipt provided by Potential Security or third party service providers.

The Other Terms and Conditions are incorporated into and form part of these Terms of Use. If there is a conflict or inconsistency between any Other Terms and Conditions and these Terms of Use, the Other Terms and Conditions will govern regarding the specific purchase, portion, feature or service to which they apply.

6. Ownership of Website

The Website and its content (including all text, graphics, interfaces, images, video, sounds, music, artwork, designs, computer code, data, and other elements available on or through the Website, and the design, structure, selection, arrangement and look and feel of those items and the Website as a whole) are owned solely by Potential Security and its licensors, and are protected by Canadian and international copyright, trademark and other laws. Your use of the Website does not transfer to you any right, title or interest in, to or associated with the Website or its content.

7. Your Information

You will ensure that all information you provide to Potential Security, through the Website or otherwise, including account information (including your legal name, residential address, email address), payment information (including your credit card numbers and their expiration dates), and transaction-related information, is true, accurate, current and complete. Potential Security will rely on the information you provide. You will be solely responsible and liable for any and all loss, damage and additional costs that you, Potential Security or any other person may incur as a result of your



submission of any false, incorrect or incomplete information or your failure to promptly update your account information and payment information if they change.

8. Communication

You authorize Potential Security to: (a) accept communications it receives from you by means of the Website as if those communications had been given directly by you in writing and signed by you; (b) disclose your communications to Potential Security's affiliates and services providers; and (c) respond to your communications through the Website, by email or other means of communication.

Communications you send to Potential Security are not effective unless and until they are processed by the responsible Potential Security representative. Potential Security may refuse to process any communications sent to Potential Security, or may reverse the processing of any communications sent to Potential Security, at any time in Potential Security's discretion, and without any notice or liability to you or any other person, including if Potential Security believes the communication to be fraudulent, speculative, or unlawful or defective, inaccurate or incomplete due to a technical malfunction.

9. Personal Information Privacy

By using the Website you consent to the collection, use, retention, disclosure and deletion of your personal information in accordance with Potential Security's Privacy Policy as amended from time to time and as otherwise permitted by applicable law.

10. Trademarks

Potential Security and related logos are registered or unregistered trademarks, service marks and trade names owned or licensed by Potential Security. Other product and company names and logos appearing on the Website may be registered or unregistered trademarks, service marks or trade names of their respective owners. Any use of the trademarks, service marks or trade names displayed on the Website is strictly prohibited, and nothing appearing on the Website will be construed as granting, by implication, estoppel, or otherwise, any licence or right to use any of those trademarks, service marks or trade names.

11. Accounts and Codes

To access and use certain features and services of the Website you must have a valid website account and use a valid username and password (collectively "Codes") accepted by Potential Security. Accounts and Codes are personal, and may not be shared.

You are fully responsible and liable for maintaining the confidentiality of your account information and Codes and for any and all use and misuse of your account and Codes (including all transactions using your account or Codes). You may not disclose your Codes to any other person or permit any other person to use your account or Codes. You will immediately notify Potential Security by telephone 1.778.839.4777 or email to admin@potentialsecurity.ca if you discover any unauthorized



use of your account or you know or suspect that your Codes have been lost or stolen or become known to or used by any other person.

Potential Security is not under any obligation to verify the actual identity or authority of any person using your account or Codes. Potential Security may act upon any communication that is given through your account or by using your Codes.

Codes do not restrict access by Potential Security to password-protected information. Codes may not prevent unauthorized access to data or other information. Potential Security may in its discretion cancel or suspend your account or change your Codes at any time without any notice or liability to you or any other person.

Potential Security may in its discretion at any time require proof of the identity of any person seeking to access and use the Website, and may deny access to and use of the Website or parts of it or refuse to accept or act upon any communication if Potential Security is not satisfied with the proof.

12. Feedback

If you give feedback about the Website or any Potential Security products or services (including any ideas or suggestions for enhancements or improvements) to Potential Security (by direct communication or by posting comments with your feedback on the Website), then Potential Security and its suppliers and licensors and their respective successors, assigns and licensees may use and commercialize the feedback in any way and for any purpose without providing any compensation or attribution to you or any other person.

13. Linked Sites

For your convenience, the Website may provide links or references to other Internet sites or resources and businesses operated by other persons (collectively "Linked Sites"). Linked Sites are independent from Potential Security, and Potential Security does not endorse, and has no responsibility or liability for or control over, Linked Sites or their business, goods, services or content. Your use of Linked Sites and your dealings with the owners or operators of Linked Sites are at your own risk, and you will not make any claim against Potential Security arising from, connected with, or relating to your use of Linked Sites or your dealings with the owners or operators of Linked Sites.

14. Prohibited Activities

You will not: (a) circumvent the ordinary navigational structure or presentation of the Website or its content; (b) access or obtain the Website content or other data by any means that is not purposely made available to you by the Website; (c) gain unauthorized access to any part of the Website or its content, or any related system, network, service or data, by hacking, password mining or any other means; or (d) test or tamper with the security of the Website or interfere with the proper working of the Website, any transaction being conducted through the Website, or any other person's use of the



website.

Framing, mirroring, scraping or data-mining the Website or any of its content in any form and by any means (including robots, spiders, or other automatic devices, programs or methodologies or any similar or equivalent manual process) is strictly prohibited. You may not use any collaborative browsing or display technologies in connection with your use of the Website or to post comments, communications or any other data of any kind to or on the Website with the intention that the posting may be viewed by other users of the Website.

Deep links to the Website without the express written permission of Potential Security are strictly prohibited. Potential Security in its discretion may cancel and revoke any permission it may give to link to the Website at any time and without any notice or liability.

15. Disclaimer

POTENTIAL SECURITY DOES NOT ACCEPT ANY LIABILITY FOR YOUR USE OF THE WEBSITE. YOUR USE OF THE WEBSITE IS AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE WEBSITE IS PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS", AND WITHOUT ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES 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 REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES OF OR RELATING TO ANY OF THE FOLLOWING: ACCURACY, ACCESSIBILITY, AVAILABILITY, COMPLETENESS, DURABILITY, ERRORS, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, LACK OF VIRUSES OR OTHER DISABLING OR HARMFUL CODE, PERFORMANCE, QUALITY, RESULTS, SUITABILITY, SECURITY, TIMELINESS, TITLE, TRUTHFULNESS, QUIET ENJOYMENT, UNINTERRUPTED SERVICE, OR WORKMANLIKE EFFORT; ALL OF WHICH ARE HEREBY WAIVED BY YOU AND DISCLAIMED BY POTENTIAL SECURITY TO THE FULLEST EXTENT PERMITTED BY LAW.

16. Liability Exclusions/Limitations/Indemnity

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL POTENTIAL SECURITY BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DAMAGE OR LOSS ARISING FROM, CONNECTED WITH, OR RELATING TO THE WEBSITE OR ANY RELATED MATTER (INCLUDING YOUR USE OF THE WEBSITE). IF NOTWITHSTANDING THE FOREGOING OR ANY OTHER PROVISION OF THESE TERMS OF USE POTENTIAL SECURITY IS LIABLE TO YOU OR ANY OTHER PERSON RELATING TO THE WEBSITE OR ANY RELATED MATTER (INCLUDING YOUR USE OF THE WEBSITE), THEN IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL POTENTIAL SECURITY'S TOTAL AGGREGATE LIABILITY EVER EXCEED CDN\$1.00 OR THE PURCHASE PRICE (IF ANY) THAT YOU PAID TO POTENTIAL SECURITY FOR A PRODUCT OR SERVICE THAT IS SUBJECT OF YOUR CLAIM. THIS SECTION 16 APPLIES TO LOSS AND DAMAGE HOWEVER CAUSED AND TO LIABILITY UNDER ANY THEORY (INCLUDING CONTRACT, TORT, STATUTE AND STRICT LIABILITY), REGARDLESS OF ANY NEGLIGENCE OR OTHER FAULT OR WRONGDOING (INCLUDING FUNDAMENTAL BREACH OR GROSS NEGLIGENCE)



BY POTENTIAL SECURITY OR ANY PERSON FOR WHOM POTENTIAL SECURITY IS RESPONSIBLE, EVEN IF OTHER REMEDIES ARE NOT AVAILABLE OR DO NOT ADEQUATELY COMPENSATE YOU OR ANY OTHER PERSON FOR THE LOSS AND DAMAGE OR THE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE, OR Potential Security KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF THE LOSS OR DAMAGE BEING INCURRED.

YOU WILL DEFEND, INDEMNIFY AND HOLD HARMLESS POTENTIAL SECURITY FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, COSTS, EXPENSES (INCLUDING LEGAL FEES), CLAIMS, COMPLAINTS, DEMANDS, ACTIONS, SUITS, PROCEEDINGS, OBLIGATIONS AND LIABILITIES (INCLUDING LEGAL FEES, EXPENSES AND SETTLEMENT PAYMENTS) ARISING FROM, CONNECTED WITH OR RELATING TO YOUR USE OF THE WEBSITE (INCLUDING YOUR COMMENTS OR POSTING OF MATERIALS TO THE WEBSITE) OR ANY NEGLIGENCE, MISCONDUCT, OR BREACH OF THESE TERMS OF USE. NOTWITHSTANDING THE FOREGOING IN THIS SECTION 16, POTENTIAL SECURITY RETAINS THE RIGHT TO PARTICIPATE (WITH COUNSEL OF THEIR OWN SELECTION AT THEIR SOLE COST AND EXPENSE) IN THE DEFENSE OF AND SETTLEMENT NEGOTIATIONS RELATING TO ANY THIRD PARTY CLAIM, COMPLAINT, DEMAND, ACTION, SUIT OR PROCEEDING.

IN THIS SECTION 16, "POTENTIAL SECURITY LTD." MEANS POTENTIAL SECURITY AND EACH OF ITS LICENSORS, SUPPLIERS, SERVICE PROVIDERS AND CORPORATE PARENTS AND AFFILIATES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, SHAREHOLDERS, DISTRIBUTORS, AND REPRESENTATIVES, JOINTLY AND SEVERALLY.

17. Changes to Website/Termination of Use

If you breach these Terms of Use, you may no longer use the Website.

Notwithstanding any other provision of these Terms of Use, Potential Security in its discretion and for its sole convenience may: (a) change, discontinue, modify, restrict, suspend or terminate the Website or any of its content at any time without any notice or liability to you or any other person; and (b) immediately suspend or terminate your permission to access and use the Website at any time 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 nevertheless continue to apply and be binding upon you in respect of your prior use of the Website.

18. Governing Law and Disputes

These Terms of Use, your use of the Website and all related matters are and will be governed by, and construed and interpreted solely in accordance with, the laws of the Province of British Columbia, 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 any other laws and excluding any law that implements the United Nations Convention on Contracts for the International Sale of Goods.



All disputes arising from, connected with or relating to these Terms of Use, your use of the Website or any related matter will be resolved before the Supreme Court of British Columbia sitting in the City of Vancouver, and you and Potential Security each hereby irrevocably submit and attorn to the original and exclusive jurisdiction of that court in respect of all disputes, except that Potential Security in its discretion may commence legal proceedings against you in the courts of any other jurisdiction seeking injunctive relief (or similar urgent legal remedies) to enforce these Terms of Use and protect Potential Security's rights in, to and associated with the Website and its content.

19. Other Matters

No consent or waiver by Potential Security to or of any breach of these Terms of Use by you will be effective unless in writing and signed by Potential Security or will be deemed or construed to be a consent to or waiver of a continuing breach or any other breach by you. Except as expressly set forth in these Terms of Use, Potential Security's rights and remedies under these Terms of Use are cumulative and not exhaustive or exclusive of any other rights or remedies to which Potential Security may be lawfully entitled under these Terms of Use or at law, and Potential Security will be entitled to pursue any and all of its rights and remedies concurrently, consecutively and alternatively. The provisions of these Terms of Use will ensure to the benefit of and be binding upon you and Potential Security and your respective successors and permitted assigns. If any provision of these Terms of Use is held by a court or arbitrator of competent jurisdiction to be invalid or unenforceable 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 without being impaired or invalidated in any way, unless as a result of the severance these Terms of Use would fail in its essential purpose. You will not assign, transfer, delegate, license, sub-license or grant these Terms of Use or your rights, duties and obligations under these Terms of Use without Potential Security's express prior written consent, which consent may be withheld in Potential Security's discretion. Potential Security may, without your consent, assign these Terms of Use or any of Potential Security's rights, duties or obligations under these Terms of Use.

In these Terms of Use: (a) a reference to "Terms of Use" and other similar terms refers to these Terms of Use as a whole, and not just to the particular provision in which those words appear; (b) headings are for reference only and do not define, limit or enlarge the scope or meaning of these Terms of Use or any of its provisions; (c) words importing the singular number only include the plural and vice versa; (d) words importing a gender include both genders; (e) "person" includes an individual, corporation, partnership, joint venture, association, trust, unincorporated organization, society and any other legal entity; (f) "including" and "includes" mean including or includes (as applicable) without limitation or restriction; (g) "law" includes common law, equity, statutes, regulations, ordinances and orders in council, and reference to a specific law includes all regulations, and ordinances and orders in council and mandatory guidelines and directives made or issued under the law; and (h) "discretion" means a person's sole, absolute and unfettered discretion.

These Terms of Use and the Other Terms and Conditions together set forth the entire agreement between you and Potential Security regarding the subject matter of these Terms of Use and the



Other Terms and Conditions, and supersede all previous communications, representations, negotiations, discussions, agreements, or understandings, whether oral or written, with respect to the subject matter of these Terms of Use and the Other Terms and Conditions. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between you and Potential Security regarding the subject matter of these Terms of Use and the Other Terms and Conditions other than as expressly set forth in these Terms of Use and the Other Terms and Conditions.

You and Potential Security have each expressly requested and required that these Terms of Use be drawn up in the English language.