

ELECTRIC AVENUE TERMS OF USE

In-Effect Date: July 25, 2023

Thank you for using our website electricavenue.com and any associated sites, our mobile application (the “App”) or our transactional pages (collectively, the “Sites”), owned and operated by 621153 NB Ltd., doing business as Electric Avenue Manufacturing (“Electric Avenue”), having their principal offices at 1539 Birmingham Street, Halifax, Nova Scotia.

Acceptance of Terms of Use

By using any of the Sites, you agree to be bound by the following terms of use of the Sites, our privacy policy (our “Privacy Policy”), and any terms and conditions of sale provided during your purchase or use of any of our products or services, all of which form integral parts of these Terms of Use (collectively, the “Terms of Use”). If you do not wish to accept the Terms of Use, you are required to stop using the Sites.

The Terms of Use constitute a contract between you and Electric Avenue regarding access to and use of the Sites. Electric Avenue invites you to read the Terms of Use carefully before using the Sites and to not hesitate to contact Electric Avenue’s customer support team if you have any questions at info@goelectricave.com.

Any inconsistencies between these Terms of Use, the Privacy Policy and any terms of conditions of sale shall be resolved by Electric Avenue in its sole and absolute discretion.

Modification to Terms of Use

In the spirit of continuously improving its processes and operations, Electric Avenue reserves the right to modify, at its sole discretion, the Terms of Use or to add new terms and conditions. By accessing and using the Sites after amended Terms of Use have been posted, you accept to respect and be bound by such amended Terms of Use. Electric Avenue invites you to consult the Terms of Use from time to time to be up-to date.

Suspension or termination of access to Sites

Electric Avenue may, at its sole discretion, decide to stop providing (permanently or temporarily), to you or to all, access to the Sites (or a functionality of the Sites) without prior notice and without any liability or cost to Electric Avenue.

If Electric Avenue experiences technical difficulties with the Sites, you may be unable to access the Sites and your account details or to complete a transaction during such a period. Electric Avenue shall use reasonable commercial efforts to advise you of when

the problem will be resolved but makes no express warranties regarding when service will be restored. You may not rely on any timing guidance provided during technical difficulties—such guidance is to be treated as an informed estimate only.

Use of Sites

The Sites allow you to access information on the various electric vehicle charging products and services offered by Electric Avenue, to make purchases and to use the Electric Avenue charging network and in some cases, to learn about and use other networks with which Electric Avenue has a roaming arrangement, subject to your agreement to the terms of those networks. The information provided on the Sites is offered by Electric Avenue for reference only and may not be relied upon by you or any person.

Prohibited Uses of the Sites

You may not use any “deep-link”, “page-scrape”, “robot”, “spider” or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Sites or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Sites or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Sites. Electric Avenue reserves the right to bar any such activity.

You may not attempt to gain unauthorized access to any portion or feature of the Sites, or any other systems or networks connected to the Sites or to any Electric Avenue server, or to any of the services offered on or through the Sites, by hacking, password “mining” or any other illegitimate means. You may not probe, scan or test the vulnerability of the Sites or any network connected to the Sites, nor breach the security or authentication measures on the Sites or any network connected to the Sites. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Sites, or any other customer of Electric Avenue, including any Electric Avenue account not owned by you, to its source, or exploit the Sites or any service or information made available or offered by or through the Sites, in any way where the purpose is to reveal any information, including but not limited to personal information, other than your own information, as provided for by the Sites. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Sites or Electric Avenue’s systems or networks, or any systems or networks connected to the Sites or to Electric Avenue.

You agree not to use any device, software or routine to interfere or attempt to interfere

with the proper working of the Sites or any transaction being conducted on the Sites, or with any other person's use of the Sites.

You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to Electric Avenue on or through the Sites or any service offered on or through the Sites. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

You may not use the Sites or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Electric Avenue or others.

You are prohibited from and agree not to submit to the Sites any information that is inappropriate, obscene, or fraudulent. You are prohibited from and agree not to engage in any activity related to the use of the Sites that constitutes a criminal offense or unlawful action. You must not deploy any kind of destructive software on the Sites, such as a virus, computer worm, Trojan horse, time bomb, cancelbot or any other harmful file, program or code designed to interrupt, destroy or limit the functionality of the Sites. You must not attempt to gain unauthorized access to the Sites or other computer systems or networks related to the Sites, by hacking passwords or other means; obstruct or disrupt networks or servers related to the Sites or breach the rules, policies or procedures of such networks; or use, download or otherwise copy or provide to another person or entity the directory of users or other information on users, or information on the use or part of same for purposes other than those related to use of the Sites.

Mobile App

By downloading and/or installing the App, you consent to the activation by Electric Avenue of the App and to all future updates and upgrades. You may refuse consent at any time by uninstalling the App from your device. For help, contact Electric Avenue at info@goelectriccave.com.

Be advised that the activation of the App (including updates and upgrades) may have these consequences:

- your device will communicate with our servers to provide the functionalities and services (as described on the platform used to download the mobile application, such as iTunes or Google Play);
- we will prompt you to accept to share your geolocation in order to help us tailor our services to your needs, such as directing you towards the closest available charging station;

- your preferences relating to mobile applications or data stored on your device may be affected; and
- personal information may be collected, as more fully explained in our Privacy Policy. Your telecommunications providers and credit card processing companies may charge you fees in relation to your use of the App or of our services, as well as when updating the App. These fees are at your expense.

Registration with the Sites

Certain pages of the Sites require registration. If you choose to register, you agree to provide accurate information regarding yourself, and to keep this information up-to date. You are responsible for:

- maintaining the confidentiality of the passwords you choose or that are assigned to you following your registration;
- any activity carried on under your username; and
- exiting your account at the end of each session.

You undertake to notify Electric Avenue in writing of any unauthorized use of your user name or your password as soon as you are aware of such activity, by email or otherwise. You are responsible for any losses or damages incurred until the time of the written notice.

Personal Information

All personal information that we collect, use or disclose in relation to the Sites is subject to our Privacy Policy. This policy is an integral part of these Terms of Use and Electric Avenue invites you to read the Policy carefully before sharing any personal information.

Electronic Mail

You may opt-in and express interest in receiving electronic mail from Electric Avenue. Electronic mail is neither protected nor confidential. Messages may be lost or intercepted as are communications by other means (for example postal mail). No electronic system can be perfectly protected or error-free. Electric Avenue will not be responsible for damages you may suffer through the exchange of electronic mail or messages, should they be generated by you or by Electric Avenue.

Customer Content

The Sites may offer you functions that allow you to submit to Electric Avenue messages, comments, data, texts, software, music, sounds, photographs, images, videos and other materials to be posted on the Sites (“Customer Content”).

When you submit your Customer Content to Electric Avenue for posting on the Sites, please be advised that you are granting Electric Avenue an unrestricted, irrevocable, non-exclusive, perpetual and royalty-free worldwide:

- license to use, reproduce, store, adapt, translate, modify, create derivative works from, transmit, distribute, publicly perform or display your Customer Content for any purpose whatsoever; and
- sublicense to third parties who have access to the Sites to use on a computer, mobile telephone or other electronic device for personal and non-commercial use. In addition to the granting of the above license, please be advised that:
 - You agree to waive all moral rights to the Customer Content in favor of Electric Avenue;
 - Electric Avenue cannot be held liable for any loss, corruption or damage to your Customer Content; and
 - the Customer Content will be considered non-confidential. By submitting your Customer Content to Electric Avenue, you represent and warrant to Electric Avenue that the Customer Content:
 - is original;
 - does not infringe any intellectual property right;
 - belongs to you exclusively, or as the case may be, you have obtained the holder's written permission to submit the Customer Content;
 - does not contain any defamatory comment or any obscenity and does not violate a third party's privacy or publicity rights.

Copyright

All texts, images, photographs, information, audio clips, video clips, software and codes available on the Sites (collectively the "Content"), including the presentation of the Content and the Customer Content (defined above) are protected by Canada and foreign laws, including copyright laws, and belong to Electric Avenue, its affiliates or its licensors. For so long as you agree to and comply with these Terms of Use, Electric Avenue grants you a personal, non-exclusive, non-transferable license to use and display the Sites and their Content on your computer, mobile phone or any other electronic device, solely for personal and non-commercial use, and to make one copy, for backup or hard copy purposes, on condition that you do not alter their Contents and that you retain the copyright notices.

The modification, reproduction, distribution, transmission, dissemination, representation, networking, marketing, publication, licensing, public performance,

downloading, creation of derivative works, internet posting, sale or any exploitation of the Sites and their Content are prohibited.

Software

All the software integrated into or included on the Sites, including all files and/or images contained in or generated by such software, is protected by copyright and may be protected by other rights as well. Such software belongs to Electric Avenue, its affiliates, or its licensors.

You may not: (i) use, reproduce, modify, adapt, translate, download or transmit the software, in whole or in part; (ii) sell, lease, rent, license or transfer the software or otherwise allow access thereto; (iii) alter, remove or cover any trademark or notice of ownership included in the software; and/or (iv) decompile, disassemble, decrypt, extract or reverse-engineer the Sites and its components, including, without limitation, the software, or assist anyone to do so.

You acknowledge that you do not hold any right, title, interest or license to or in the software integrated into the Sites or that may be downloaded from the Sites.

Trademarks

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Social media websites

Certain pages of the Sites may be accessible through various social media platforms, including, but not limited to, Facebook, Twitter, YouTube, LinkedIn and others. Before consulting or using the Sites through these social media platforms, you must read and comply with their respective terms of use and privacy policy.

Hyperlinks

The fact that the Sites offer links to other websites does not mean that Electric Avenue endorses or approves the content of these websites or the products, services or publications that may appear thereon. The content available through these hyperlinks is not subject to Electric Avenue policies. Therefore, Electric Avenue shall not be held

responsible for any damages that you may incur when you are redirected to another website by way of a hyperlink.

Disclaimer of Warranties

YOU EXPRESSLY AGREE THAT THE USE OF THE SITES AND THE INTERNET IS AT YOUR SOLE RISK. THE SITES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. ELECTRIC AVENUE PROVIDES THE SITES ON A COMMERCIALY REASONABLE BASIS AND DOES NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE SITES AT TIMES OR LOCATIONS OF YOUR CHOOSING, OR THAT ELECTRIC AVENUE WILL HAVE ADEQUATE CAPACITY FOR THE SITE AS A WHOLE OR IN ANY SPECIFIC GEOGRAPHIC AREA. YOUR ACCESS AND USE OF THE SITES ARE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR MOBILE DEVICE, OR ANY OTHER DAMAGES THAT RESULT FROM SUCH ACCESS OR USE.

Electric Avenue makes no warranty regarding the Sites and/or their Content and expressly disclaims any warranties or representations that:

- They will meet your needs and expectations;
- They will be accurate, complete, reliable or relevant;
- Their operation will be uninterrupted, timely, secure, or error-free;
- That defects or errors will be corrected; or
- That they will be free of viruses or harmful elements.

Limitation of Liability

You agree that in no event shall Electric Avenue, its affiliates, and their employees, officers, directors, or representatives (“Electric Avenue Representatives”) have any responsibility or liability for any loss or damage whatsoever, including incidental, indirect, punitive, exemplary, consequential or special damages (including but not limited to damages for pain and suffering, emotional distress or similar damages, harm to business or reputation, loss of information, loss of profit, loss of revenue or income, loss of salary or other compensation from employment), arising from or in connection with the use or performance of the Sites or its Content even if Electric Avenue or any Electric Avenue Representative has been advised of the possibility of such damages or loss or if such damages or loss was foreseeable.

Electric Avenue and Electric Avenue Representatives disclaim all liability for the acts, omissions or conduct of any third-party user of the Sites or of any advertiser or sponsor of the Sites (“Third-Party Users”) and may in no case be held liable for any loss or damage (including, without limitation, special, indirect, consequential, punitive,

exemplary or incidental damages) or costs arising in any manner from:

- The acts, omissions or conduct of a Third-Party User; and
- The use of or inability to use any software, Content or services of the Sites or offered through another site linked to the Sites.

If, notwithstanding the other provisions of these Terms of Use, Electric Avenue is found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the Sites or any Content, Electric Avenue's liability shall in no event exceed \$100.00. Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you.

Indemnification

You will indemnify and hold Electric Avenue and Electric Avenue Representatives (the "Indemnified Parties") harmless from and against any claims brought by third parties resulting from:

- any breach by you of the Terms of Use;
- your browsing or use of the Sites or any site to which the Sites are or may be linked from time to time, or your inability to do so;
- your use of or reliance upon publications, communications, distributions or downloads of any nature through the Sites; and/or
- your violation of any applicable law, rule or regulation.

You agree that the Indemnified Parties will have no liability in connection with any such claim and agree to hold them harmless against any and all resulting losses, damages, judgments, awards, costs, expenses, as well as judicial and extrajudicial fees and costs.

Violation of These Terms of Use

Electric Avenue may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Sites, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) Electric Avenue's rights or property, or the rights or property of visitors to or users of the Sites, including our other customers. Electric Avenue reserves the right at all times to disclose any information that Electric Avenue deems necessary to comply with any applicable law, regulation, legal process or governmental request. Electric Avenue also may disclose your information when Electric Avenue determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

You acknowledge and agree that Electric Avenue may preserve any transmittal or

communication by you with Electric Avenue through the Sites or any service offered on or through the Sites, and may also disclose such data if required to do so by law or Electric Avenue determines that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms of Use, (3) respond to claims that any such data violates the rights of others or (4) protect the rights, property or personal safety of Electric Avenue, its employees, users of or visitors to the Sites, and the public.

You agree that Electric Avenue may, in its sole discretion and without prior notice, terminate your access to the Sites and/or block your future access to the Sites if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Sites. You also agree that any violation by you of these Terms of Use may constitute an unlawful and unfair business practice, and may cause irreparable harm to Electric Avenue, for which monetary damages would be inadequate, and you consent to Electric Avenue obtaining any injunctive or equitable relief that Electric Avenue deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Electric Avenue may have at law or in equity.

If Electric Avenue does take any successful legal action against you as a result of your violation of these Terms of Use, Electric Avenue will be entitled to recover from you, and you agree to pay, all reasonable legal fees and costs of such action, in addition to any other relief granted to Electric Avenue. You agree that Electric Avenue will not be liable to you or to any third party for termination of your access to the Sites for any reason.

Void Where Prohibited

The information provided on the Sites are not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Electric Avenue to any registration requirement within such jurisdiction or country. Electric Avenue makes no representation or warranty that any material on the Sites is lawful in every jurisdiction from which such Content can be accessed or is available for use in all jurisdictions. If you access or use the Sites from a jurisdiction outside of Canada or the United States of America, you are responsible for compliance with all applicable local laws.

Governing Laws Language

A French version of these Terms of Use is available on the Sites. Une version française de ces conditions d'utilisation est disponible sur les Sites.

The laws of the Province of Nova Scotia, and the federal laws applicable therein, without regard to conflicts of law provisions, will apply to all matters arising out of or in connection with the Sites and your access and use of the Sites.

By accessing or using the Sites, you submit and consent to the exclusive jurisdiction of the province of Nova Scotia with respect to any dispute or cause of action (whether contractual or non-contractual) arising out of or in connection with these Terms of Use, the Privacy Policy, any terms and conditions of sale and/or your access and use of the Sites.

Complaints, Notices and Contact Information

Electric Avenue takes claims of infringement of intellectual property rights, defamation and violation of rights of privacy or publicity very seriously. If you believe that any of the material that is or was on the Sites infringes or has infringed any rights, including copyrights or trademarks, owned by you, or by an owner for which you are authorized to act, please contact us at info@goelectricave.com.

General Provisions

If any provision of these Terms of Use, the Privacy Policy and/or terms and conditions of sale (if applicable) is held to be invalid or unenforceable, that provision will be deemed severable to these Terms of Use, the Privacy Policy and/or terms and conditions of sale and shall not affect the validity and enforceability of any remaining provisions which will remain in full force and effect. The Terms of Use, the Privacy Policy and/or terms and conditions of sale (if applicable) constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Each party acknowledges that, in entering into these Terms of Use it has not relied on, and (in the absence of fraud) shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in these Terms of Use. Nothing in the foregoing sentence shall exclude or restrict the liability of you arising out of fraud or fraudulent misrepresentation. Any waiver of any provision of the Terms of Use will be effective only if in writing and signed by Electric Avenue. The failure of the party to assert any right under these Terms of Use shall not be considered a waiver of that party's right will remain in full force and effect. You are not allowed to assign these Terms of Use or any rights hereunder. Electric Avenue is allowed at its sole discretion to assign these Terms of Use or any rights hereunder to any third party, without giving prior notice to you.

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