

## PANGAEA SOLUTIONS - END USER TERMS OF SERVICE

Effective: 2022-03-30

[Terms of Service](#) (PDF – 178 KB)

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### Section 1 Scope and Applicability

This Terms of Service (“**Terms**”) governs your use of the Digital Thread for Life Sciences mobile services application (the “**App**”), communications, updates, information, and all related services, the website, the servers used by the application, and all related services, features and content”) (collectively, the “**Services**”) offered by Pangaea Solutions Inc. (“**Pangaea**”, “**we**”, “**us**” and “**our**”).

This Agreement is between you and Pangaea. If you are agreeing to this Agreement not as an individual but on behalf of your company, government, or other entity for which you are acting (for example, as an employee or governmental official), then “**you**” means your entity and you are binding your entity to this Agreement.

If you wish to contact Pangaea for any reason (including to make a complaint) please use the contact information provided below.

### Section 2 Privacy

By clicking “I Agree,” or otherwise indicating acceptance of the Terms electronically, or by installing the App or accessing, or otherwise using the Services, you signify that you have read, understood, and agree to be bound by the Terms and to the collection and use of your information as set forth in to our [Privacy Policy](#) (our “**Privacy Policy**”). Our Privacy Policy explains how we collect, use and protect your personal information.

### Section 3 Access and Use of the App

You may use the Services only by agreeing to all applicable Terms, including our Privacy Policy and only in compliance with this Agreement and all applicable local, provincial, national, and international laws, rules and regulations. Any use or access to the Services by anyone under nineteen (19) is strictly prohibited and in violation of this Agreement. If you are under nineteen (19) please discontinue using the Services immediately. You may not use the Services for any illegal or unauthorized purpose. We may refuse service to anyone for any reason at any time.

To use the Services, you may be required to create or update an account (“**Account**”) and will be asked to provide certain personal information, which may include your name, and e-mail address. This

information will be held and used in accordance with our Privacy Policy. You are fully responsible for all activity that occurs under your Account, including for any actions taken by persons to whom you have granted access to your Account.

#### Section 4 Revisions, Modifications and Notices

We may amend these Terms, at any time by posting the revised version on our website (each a “**Revised Version**”). The Revised Version will be effective as of the time it is posted. Your continued use of the Services after the posting of a Revised Version constitutes your acceptance of such Revised Version.

#### Section 5 Other Conditions of Use

5.1 Your Computer Requirements. It is your responsibility to ensure that your computer system meets the necessary requirements to use the Services; Pangaea takes no responsibility for your inability to access the Services owing to your system’s incapability.

5.2 Use of the Services. When using the Services, you agree not to

- (a) resell, rent, lease, loan, sublicense, distribute, or otherwise transfer rights to the Services;
- (b) modify, reverse engineer, decompile or disassemble the Services;
- (c) copy, adapt, alter, modify, distribute, disclose, translate, or create derivative works of the Services in any medium, including without limitation by any automated or non-automated “scraping,”;
- (d) facilitate the attack or disruption of the Services, including a denial of service attack, unauthorized access, penetration testing, crawling, or distribution of malware (including viruses, trojan horses, worms, time bombs, spyware, adware, and cancelbots);
- (e) permit other individuals to use the Services, including but not limited to shared use via a network connection, except under the terms of this Agreement;
- (f) impersonate another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity;
- (g) interfere with the proper working of the Services;
- (h) access any content on the Services through any technology or means other than those provided or authorized by the Services;
- (i) circumvent or disable any technological features or measures in the Services for protection of intellectual property rights;
- (j) use the Services in an attempt to, or in conjunction with, any device, program, or service designed to circumvent technological measures employed to control access to, or the rights in, a content file or other work protected by the copyright laws of any jurisdiction;
- (k) use or access the Services to compile data in a manner that is used or usable by a competitive product or service;

- (l) use your Account to engage in any illegal conduct;
- (m) knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware of the Services;
- (n) breach any applicable law, regulation or code of conduct or infringe the rights (including intellectual property rights) of Pangaea or any person.

5.3 Protecting your Account. You may never use another user's account without their permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers, and symbols) with your account. You must notify us immediately of any breach of security or unauthorized use of your account. We are not liable for any losses caused by any unauthorized use of your account. You may control how you interact with the Services by changing the settings in your profile and account settings pages.

## Section 6 Ownership

- 6.1 We reserve all rights not expressly granted to you in these Terms. We own all rights, title, interest, copyright and other worldwide Intellectual Property Rights (as defined below) in the Services and all copies of the Services. These Terms do not grant you any rights to our trademarks or service marks.
- 6.2 For the purposes of these Terms, "**Intellectual Property Rights**" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights, and other intellectual property rights that may exist now or come into existence in the future, and all of their applications, registrations, renewals and extensions, under the laws of any province, country, territory or other jurisdiction.
- 6.3 You may submit comments or ideas about the Services ("**Ideas**"). By submitting an Idea, you agree that your disclosure is gratuitous, unsolicited, and without restriction, that it will not place us under any fiduciary, confidentiality or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone.

## Section 7 Third Party Websites and Links

Where the Services contain links to third party websites and/or resources ("**Third Party Sites**"), these links are provided for your information only, the inclusion of any website link to these Third Party Sites does not imply our approval, endorsement, or recommendation. You access any such Third Party Sites at your own risk. We have no control over the contents of these Third Party Sites or resources and we

expressly disclaim any liability for any loss or damage that may arise from your use of them. When you use a link to go from the Services to a Third Party Site, our Privacy Policy is no longer in effect. Your browsing and interaction on a Third Party site, including those that have a link in the Services, are subject to that Third Party Site's own terms, rules and policies.

## Section 8 No Warranties

- 8.1 THE SERVICES ARE PROVIDED "AS IS" WITHOUT REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE FOREGOING, WE SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.
- 8.2 WE DO NOT WARRANT OR GUARANTEE THAT THE SERVICES WILL MEET YOUR REQUIREMENTS; THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED, ERROR-FREE, WITHOUT DEFECT OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
- 8.3 WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICES, INCLUDING THE SERVICES, ADVERTISED OR OFFERED BY A THIRD PARTY.

## Section 9

### Section 10 Limitation of Liability and Damages

- 10.1 UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SYSTEM FAILURE OR NETWORK OUTAGE, WILL WE BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, INABILITY TO USE, OR UNAVAILABILITY OF THE SERVICES OR OUR DELETION OF YOUR INFORMATION AND/OR ACCOUNT. IN ALL CASES, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.
- 10.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL OUR AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THE SERVICES AND THIS AGREEMENT EXCEED FIFTY DOLLARS (\$50) CAD.
- 10.3 UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES OR YOUR ACCOUNT, OR THE INFORMATION CONTAINED THEREIN.

## Section 11 Indemnity

You will indemnify, defend, and hold us and our processors (and our respective employees, directors, agents, affiliates and representatives) harmless from and against any and all claims, costs, losses,

damages, judgments, tax assessments, penalties, interest, and expenses (including reasonable legal fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth in these Terms or any applicable additional terms; (b) your wrongful or improper use of the Services; (c) your violation of any third-party right, including any right of privacy, publicity rights or Intellectual Property Rights; (d) your violation of any law, rule or regulation of Canada (including its provinces and territories) or any other country; and (e) any other party's access and/or use of the Services with your unique name, password or other appropriate security code.

## Section 12 General

- 12.1 Governing Law. This Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of British Columbia, Canada, without regard to its conflicts of laws rules. The parties irrevocably submit and consent to the exclusive jurisdiction and venue of the Supreme Court of British Columbia.
- 12.2 Severability. If any of these Terms, including any part of any term, is found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the rest of these Terms or the relevant part thereof shall remain in full force and effect.
- 12.3 Enforceability. No failure or delay by us to exercise or enforce any right or provision in these Terms will constitute a waiver of such right or provision.
- 12.4 Delay in Performance. Pangaea shall not be in breach of these Terms, nor shall we be liable for delay in performing, or failure to perform, any of our obligations under these Terms if such delay or failure results from events, circumstances or causes beyond our reasonable control.
- 12.5 No Conferment of Rights. Except as expressly stated in these Terms, nothing in these Terms is intended to confer any rights, remedies or benefits upon any person other than you and Pangaea.
- 12.6 Entire Agreement. These Terms set out the entire agreement between you and Pangaea and supersede any and all prior terms, conditions, warranties and/or representations to the fullest extent permitted by law.

## Section 13 Contacting Us

Please contact our support centre at [support@ps-i.ca](mailto:support@ps-i.ca) for all customer support and account related inquiries. Pangaea's corporate address and telephone number are 311-197 Forester Street, North Vancouver, BC V6E 4A6, +1(604) 988-8849.