

Terms and Disclaimer

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8. Termination. This Agreement is effective until terminated by EnerPure, with or without cause, in EnerPure's sole and unfettered discretion. EnerPure may terminate this Agreement without notice to You if You fail to comply with any of its terms. Any such termination by EnerPure shall be in addition to and without prejudice to such rights and remedies as may be available to EnerPure, including injunction and other equitable remedies.

The disclaimers, limitations on liability, ownership, termination, interpretation, Your licence to EnerPure, Your warranty and the indemnity provisions of this Agreement shall survive the termination or expiry of this Agreement.

9. Indemnity. You agree at all times to indemnify, defend and hold harmless EnerPure, its agents, suppliers, affiliates and their respective directors and employees against all actions, proceedings, costs, claims, damages, demands, liabilities and expenses whatsoever (including legal and other fees and disbursements) sustained, incurred or paid by EnerPure directly or indirectly in respect of:

- (i) any information or other content You provide on or through this website or which is sent to EnerPure by email or other correspondence; or
- (ii) Your use or misuse of the Content or this website, including without limitation infringement claims.

10. Governing Law. This Agreement will be governed by the laws of the Province of Manitoba and the federal laws of Canada, and shall be treated in all respects as a Manitoba contract, without reference to the principles of conflicts of law. In the event of a dispute, We agree to submit to the non-exclusive jurisdiction of the Manitoba courts. We expressly exclude the *United Nations Convention on Contracts for the International Sale of Goods*, and the *International Sale of Goods Act* (Manitoba) as amended, replaced or re-enacted from time to time. You agree to waive any right You may have to: (i) a trial by jury; and (ii) the commencement of or participation in any class action against Company related to this website, the Content or this Agreement and, where applicable, You also agree to opt out of any class proceedings against EnerPure or its licensors. We have required that this Agreement and all documents relating thereto be drawn up in

English. Nous avons demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.

11. Amendment and Waiver. EnerPure reserves the right, in its discretion, to amend this Agreement at any time by posting amendments on this website. You are responsible for periodically reviewing the amendments on this website, and You are deemed to be aware of such amendments. If You do not agree to the amended terms and conditions, You shall immediately stop using this website. Access to this website or use of this website after any amendments have been posted shall constitute Your acknowledgement and acceptance of the amended terms and conditions. No supplement, modification or amendment to this Terms and Conditions and no waiver of any provision of this Terms and Conditions shall be binding on EnerPure unless executed by EnerPure in writing. No waiver of any of the provisions of this Terms and Conditions shall be deemed to be or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

12. Entire Agreement. This Agreement as it may be amended from time to time in accordance with the provisions of Section 11, and any and all other legal notices and policies on this website, constitutes the entire agreement between You and EnerPure with respect to the use of this website and the Content.

13. Severability. Any provision of this Terms and Conditions which is held by a court of competent jurisdiction to be illegal, invalid or unenforceable in such jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such illegality, invalidity or unenforceability and shall otherwise be enforced to the maximum extent permitted by law, all without affecting the remaining provisions of this Terms and Conditions or affecting the legality, validity or enforceability of such provision in any other jurisdiction.

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