

Bynamic Group Inc. Terms and Conditions

Last revised: [April 25, 2024]

By clicking the agreement and acknowledgment box to accept these terms and conditions ("**Terms**") or by using any of Bynamic Group Inc.'s website, services, products, applications, platform and content (together, the "**Services**"), you confirm that you accept these Terms and agree that they will apply to your use of the Services. Please read these terms carefully before accessing or using the Services.

1. These Terms govern the access or use by you or the entities that you represent of Services made available by Bynamic ("**Bynamic**" and also referred to "**us**", "**we**" and "**our**"). Supplemental terms may apply to certain Services. Any supplemental terms, including Bynamic's Privacy Policy, are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Services. Bynamic may amend the Terms, or any supplemental terms or policies related to the Services from time to time. Your continued access or use of the Services after Bynamic posts such updated terms, constitutes your acceptance of the changes and consent to be bound by the Terms, policies and supplemental terms, as amended. If you do not agree to the amended Terms, policies or supplemental terms, you must stop accessing and using the Services. You confirm that you are the age of majority in the place where you live and are capable of entering into a legally binding agreement to use our Services, and that you have read, understand and agree to these Terms. These Terms shall be binding on any corporate entities that you form through your use of the Services.
2. Bynamic offers consulting, advisory, sales and marketing Services related to projects which have, had or will generate and accrue potential greenhouse gas reduction, sequestration and/or emission offset credits, among other Services which Bynamic may offer from time to time. Some of the Services may be provided by us or in conjunction with third party service providers. The Services may not be accessible at all times. In addition, functionality, features, content or information incidental to the Services may change, and may not always be available. The Services may be made available or accessed in connection with third-party service providers that Bynamic does not control. You acknowledge that different terms and conditions and privacy policies may apply to your use of such third-party service providers. Bynamic does not endorse such third-party services, and in no event shall Bynamic be responsible or liable for any products or services of such third-party providers.
3. In order to use our Services, you may be requested to provide information to set up a customer account. You agree to provide accurate, complete, and up-to-date information for your account. Where the information you provide comprises personal information about you or another party, you represent and warrant that you have obtained the consent of all of the applicable individuals to share that information as part of your use of the Services.
4. Without prior notice and for any reason, we can suspend or terminate your use of the Services, and/or terminate part or all of these Terms for the following reasons: (i) any actual or intended violation of these Terms, including your failure to pay fees owing to Bynamic; or (ii) any unlawful behaviour related to the use of the Services. Except where we agree otherwise under a separate executed written instrument, we may also suspend or terminate your access to the Services, and/or terminate part or all of these Terms for convenience upon notice to you, and we will not be responsible for any loss or inconvenience that may result from such suspension or termination.

5. Bynamic does not provide any legal, investment, accounting or other professional advice or opinions as part of the Services. The Services are provided solely for informational purposes, and are offered on a strictly as-is, where-is, and with all faults basis. Your use of or access to the Services does not create a lawyer-client or other relationship of trust. Except where we agree otherwise under a separate executed written instrument, we do not make any representations or provide any warranties concerning the Services, and we expressly disclaim all warranties in connection with the Services, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Bynamic is not responsible for any external sites or services or other materials linked to or from our Services. Bynamic also disclaims all liability for any injury, loss or damages you may experience by using such materials or services rendered by third parties. No one should act, or refrain from acting, based solely upon the materials provided through the Services without first seeking appropriate legal, investment, accounting or other professional advice.
6. Subject to your compliance with these Terms, Bynamic grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable single-user (non-concurrent) license to access and use the Services on your personal devices, and use any content, information and related materials that may be made available through the Services, in each case solely for your personal or non-commercial use. Any other types of usage are prohibited. Any rights not expressly granted herein are reserved by Bynamic.
7. We retain at all times all ownership rights, including without limitation, copyright, in the Services. By using the Services, you grant Bynamic a non-exclusive, worldwide, royalty-free license to use, reproduce, modify, and display any content or feedback you submit through the Services for the purpose of providing and improving the Services. Unless otherwise indicated, trademarks and logos, and all works, including texts, images, illustrations, software, HTML codes, audio clips and videos appearing on the Services are the property of Bynamic. You may not: (i) remove any copyright, trade mark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by Bynamic; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks. When using the Services, you will not provide untrue, inaccurate or incomplete information.
8. You are solely responsible for all information or content that you give us through the Services. We will not be responsible for any loss, damage, harm, injury, delay or inconvenience suffered or incurred by you with respect to: (i) these Terms or the Services, (ii) any instruction given to, by or purported to be given by you in connection with the Services; or (iii) any products or Services you obtain or purchase from us or from a third party to whom we refer you, or otherwise. Such losses, damages, injuries, delays and inconveniences include, without limitation, (i) direct, incidental, indirect, consequential, special, aggravated, punitive or exemplary damages, (ii) loss of data, profits, information, opportunity, revenues and goodwill, and (iii) any other business interruption, commercial or economic losses. The

foregoing limitation of liability applies regardless of the cause of action, even if we have been advised of the possibility of such damages. In addition, in no event, even if we are negligent, will we be liable for any loss or damage suffered by you that is caused by any one or more of: i) the actions of, or any failure to act by a third party service provider (and no such third party will be considered to be acting as our agent); ii) Mistakes, errors, omissions, inaccuracies or other inadequacies of, or contained in the Services or any data given by you to us, including your failure to update; iii) Any delay, error, interruption or failure by us to perform or fulfill any of our obligations to you due to any cause beyond our control or their control, any system malfunctions or any technical failures; iv) Unsecured communication being inaccurate, intercepted, reviewed or altered by others, or not received by you; v) Your access to the Services, including, without limitation, any delay or inability to access the Services; vi) Your failure to receive or view any communication that has been presented to you, and we will not be responsible, for any delay, damage or inconvenience that such failure may cause; or vii) Your failure to fulfill any of your obligations under these Terms. You release and indemnify us for any claim, cost and liability incurred: (i) as a result of your use of the Services; or (ii) as a result of your breach of these Terms. Notwithstanding any provision to the contrary, you agree that the maximum liability of Bynamic in connection with any claim arising from your use of the Services shall be \$100.00 in the aggregate, without regard to the cause or causes of any claim including, without limitation, the sole, joint and/or concurrent, active or passive negligence or strict liability of any person or party.

9. These Terms and any related terms, conditions, instructions, disclaimers or documents may be accepted in electronic form and your acceptance is binding between you and us. Neither you nor we will contest the validity or enforceability of these Terms and any related documents because they were accepted electronically.
10. If any provision of these Terms is found to be invalid or unenforceable, this will not affect the validity or enforceability of the other provisions of these Terms. Our failure to enforce strict performance of any provisions of these Terms does not mean we have waived any provision or right. Neither the course of conduct between you and us, nor trade practice modifies any provision of these Terms. We may assign or transfer these Terms on notice to you. You may not assign or transfer these Terms or any of the obligations or rights under these Terms to any other person. In the event of a conflict between these Terms and any definitive executed agreement entered into between you and Bynamic, the terms of the definitive executed agreement shall govern.
11. You agree that this agreement and any document related to it, including notices, will be in English only. Vous acceptez que cette convention et tous les documents qui s'y rattachent, y compris les avis, soient en anglais seulement.
12. These Terms are entered into and governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein. You and Bynamic each agree that the Alberta courts sitting in the City of Calgary shall have exclusive jurisdiction over each of us for the determination and enforcement of any matters arising out of these Terms. Your use of the Services constitutes your consent to the jurisdiction and venue of said courts with respect to any such dispute.
13. If you have any questions or concerns about these Terms or the Service, please contact us at tim.byrne@bynamicgroup.com.