

Terms of Service and Privacy Policy Agreement

By using the Xeos site, you are agreeing with the following terms and privacy policy.

To make sure that the content and services Xeos provides to you are of the highest possible quality, we have developed this Terms of Service and Privacy Policy.

Terms of Service ("TOS")

1. Acceptance of Terms

Xeos provides its website service to you, subject to the following Terms of Service ("TOS"), which may be updated by us from time to time without notice to you. You can review the most current version of the TOS at any time at: www.xeostech.com. In addition, when using particular Xeos services, you and Xeos shall be subject to any posted guidelines or rules applicable to such services which may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into the TOS.

2. Description of Service

Xeos currently provides users with access to XeosOnline (the "Service"). Unless explicitly stated otherwise, any new features that augment or enhance the current Service shall be subject to the TOS.

3. Your obligations as a user

In consideration of your use of the Service, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data") and (b) abide by the TOS. Xeos has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

4. Account, password, and security

You select a username and password upon completing the Service's registration process. You are responsible for maintaining the confidentiality of your password, and are fully responsible for all activities that occur under your password. Xeos cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

5. Conduct

You agree to not use the Service to:

1. impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;

2. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
3. intentionally or unintentionally violate any applicable local, state, provincial, national or international law;

You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by Xeos.

6. International Use

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

8. Indemnity

You agree to indemnify and hold Xeos, and its affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of, your violation of these terms of service, or your violation of any rights of another.

9. Links

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because Xeos has no control over such sites and resources, you acknowledge and agree that Xeos is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Xeos shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

10. General Information

These Terms of Service constitute the entire agreement between you and Xeos, and govern your use of the Service, superseding any prior agreements between you and Xeos. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. The TOS and the relationship between you and Xeos shall be governed by the laws of the Province of Nova Scotia. You and Xeos agree to submit to the personal and exclusive jurisdiction of the courts located within the City of Halifax, Nova Scotia. The failure of Xeos to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect. You agree that regardless of

any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The section titles in the TOS are for convenience only and have no legal or contractual effect.

11. Modifications to Service

Xeos reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Xeos shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

12. Termination

You agree that Xeos, in its sole discretion, may terminate your password, account (or any part thereof) or use of the Service, and remove and discard any Content within the Service, for any reason. Xeos may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this TOS may be effected without prior notice, and acknowledge and agree that Xeos may immediately deactivate or delete your account and all related information in your account and/or bar any further access to the Service. Further, you agree that Xeos shall not be liable to you or any third-party for any termination of your access to the Service.

13. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. XEOS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, EXCEPT AS SPECIFICALLY STATED ELSEWHERE.
2. XEOS MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.
3. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY

SUCH MATERIAL.

4. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM XEOS OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

14. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT XEOS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF XEOS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

15. Violations

Please report any violations of the TOS to us.

Privacy Policy

By visiting our site at www.xeostech.com, you are accepting the practices described in this privacy notice.

1. What does this privacy policy cover?

This Privacy Policy covers Xeos treatment of personally identifiable information that we collect when you are on the Xeos site, or when you use Xeos's services.

2. Information Collection and Use

Xeos collects personally identifiable information when you register.

When you register with Xeos, we ask for your name, e-mail address, city, state/province, and country, as well as other optional information. Once you register with Xeos and sign in to our services, you are not anonymous to us.

Xeos also automatically receives and records information on our server logs from your browser including your IP address, Xeos cookie information and the page you requested.

Passwords are never divulged except to registered users directly upon verification.

Xeos uses information for two general purposes: to fulfill your requests for certain services, and to contact you when you request it.

We protect against loss of information by having regular backups of data. We keep up with current standards to protect against theft of data, and regularly apply security updates and patches to ensure we are using the latest software available to protect our servers.

3. Information Sharing and Disclosure

Xeos will not sell or rent your personally identifiable information to anyone.

Xeos may send personally identifiable information about you to other companies or people when:

- We have your consent to share the information;
- We are operating a web site in partnership with them and they wish to contact their members;
- We need to share your information to provide the product or service you have requested;
- We respond to subpoenas, court orders or legal process; or
- We find that your actions on our web sites violate the Terms of Service or any of our usage guidelines for specific services.

4. Cookies

Xeos may set and access Xeos cookies on your computer, used to identify your user account and to allow for the proper functioning of the Xeos web site and accompanying services.

5. Changes to this Privacy Policy

Xeos may amend this policy from time to time. If we make any substantial changes in the way we use your personal information we will notify you by posting an announcement as a rotating spotlight and/or similar method on our home page.

6. Personal Information Protection and Electronic Documents Act (PIPEDA)

In compliance with Canadian Law, if you have any questions, comments or complaints about how we use your information, please contact our Privacy Officer.

Contact: Privacy Officer

Via lettermail: 33 Topple Drive, Dartmouth, Nova Scotia, Canada

Via telephone: +1 (902) 444-7650

Via email: privacy@xeostech.com