

HGC TECHNOLOGIES INC.

(herein referred to as 'Company', 'We' or 'Our')

TERMS OF USE

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By accessing or using our website on any computer, mobile phone, tablet, console or other device (collectively, "Device"), you signify that you have read, understood and agree to be bound by these **Terms of Use** and any other applicable law. We reserve the right to change the **Terms of Use** at any time without notice. Your continued use/browsing of our website shall be considered your acceptance to any revisions to the **Terms of Use**. If you do not agree to these **Terms of Use**, please refrain from using/browsing our website.

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All orders placed through our website are subject to the Company's acceptance. This means that we may refuse to accept or may cancel any order, whether or not the order has been confirmed, for any or no reason, and without liability to you or anyone else. If your credit card has already been charged for an order that is later cancelled, we will promptly issue you a refund.

SAFEGUARD YOUR USERNAME/PASSWORD

You are responsible for any actions that take place while setting up and/or using your account on our site. Keep your username/password secure and do not allow anyone else to use your username/password to access your account on our site. The Company is not responsible for any loss that results from the unauthorized use of your username/password, with or without your knowledge.

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Our website may contain links to other websites, applications or other products or services operated by other companies ("Third Party Sites"). The Company does not endorse, monitor or have any control over these Third Party Sites, which have separate terms of use and privacy policies. The Company is not responsible for the content or policies of Third Party Sites and you access such Third Party Sites at your own risk.

MOBILE SERVICES

Our site contains services and features that are available to certain mobile Devices. Your carrier's normal rates and fees apply. Not all mobile services will work with all carriers or Devices. By using any of our mobile services, you agree that we may communicate with you by electronic means to your mobile Device and that certain information about your use of these services may be shared with us. If you change or deactivate your mobile phone number, you must promptly update your account information to ensure that we don't send your messages to a different person.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless HGC Technologies Inc., its affiliates, officers, directors, employees, agents, licensors and suppliers from and against all claims, losses, liabilities, expenses, damages and costs, including, without limitation, attorneys' fees, arising from or relating in any way to your use of our website, your conduct in connection with our site, or any violation of these **Terms of Use**, any law or the rights of any third party.

PRIVACY

Our [Privacy Policy](#), which is incorporated into these **Terms of Use** by this reference, further describes the collection and use of information on our site.

LIMITATION OF LIABILITY

THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA, THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, OUR SITE. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF OUR SITE. YOUR ONLY REMEDY AGAINST THE COMPANY FOR USE OF THE PLATFORM OR ANY CONTENT IS TO STOP USING/BROWSING OUR SITE. THAT SAID, IF THE COMPANY IS FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS WHICH IS IN ANY WAY CONNECTED WITH YOUR USE OF OUR SITE, THE COMPANY'S LIABILITY SHALL NOT EXCEED CDN \$100.00. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR

CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

MISCELLANEOUS

You agree that our site shall be deemed a passive website solely based in Montreal, Quebec, Canada which does not give rise to personal jurisdiction over the Company in jurisdictions other than Quebec. You agree that our site, **Terms of Use**, **Privacy Policy** and any dispute between you and the Company shall be governed in all respects by the laws of the province of Quebec, without regard to choice of law provisions. These Terms of Use are further subject to Quebec commercial laws, as applicable. Except where prohibited, you agree that all disputes, claims and legal proceedings directly or indirectly arising out of or relating to our website (including but not limited to the purchase of our products) shall be resolved individually, without resort to any form of class action, and exclusively in the provincial or federal courts located in Montreal, Quebec. You consent to waive all defenses of lack of personal jurisdiction and forum non-conveniens with respect to venue and jurisdiction in the provincial and federal courts of Montreal, Quebec. Any cause of action or claim you may have with respect to our site (including but not limited to the purchase of our products) must be commenced within one (6) months after the claim or cause of action arises. By using our site, you agree to receive certain electronic communications from the Company. You agree that any notice, agreement, disclosure or other communication that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing. The Company's failure to insist upon or enforce strict performance of any of these **Terms of Use** shall not be considered a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall modify any of these **Terms of Use**. The Company may assign its rights and duties under these **Terms of Use** to any party at any time without notice to you.

SEVERABILITY

If any provision in these **Terms of Use** is held invalid, the remainder of these **Terms of Use** shall continue to be enforceable. If any provision in these **Terms of Use** is deemed unlawful, void or unenforceable, then that provision is deemed severable from these **Terms of Use** and the remaining provisions are still valid and enforceable.

TERMINATION

The Company reserves the right in its sole discretion to terminate your account, delete your profile, and restrict your use of all or any part of our site for any or no reason, without notice, and without liability to you or anyone else. The Company also reserves the right to block users from certain IP addresses or Device numbers and prevent access to our site. These **Terms of Use** remain in effect even after your account is terminated. The **Terms of Use** relating to Intellectual Property, Indemnification, Disclaimer, Limitation of Liability, Miscellaneous, Severability and terms that by their nature may survive termination shall survive any termination.

CONTACT/INQUIRIES

Any and all inquiries pertaining to these **Terms of Use** or any other matters should be communicated to info@wearehgc.com .