



WEBSITE TERMS OF USE

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READ THESE WEBSITE TERMS OF USE CAREFULLY. THEY MAY LIMIT OUR RESPONSIBILITY AND YOUR RIGHTS IF YOU HAVE A CLAIM AGAINST US.

Welcome to the website of Venturepark Growth Hub, made available to you by District Ventures doing business as Venturepark ("we", "us", "our" and similar terms based on the context), we're glad you're here. These Website Terms of Use ("**Terms of Use**") apply to the URL of this website and any other website where we show these terms (each a "**Site**"). We run each Site to share information about us, our products and services, and the opportunities we offer. By using a Site, you agree to these Terms of Use and our Privacy Policy. We may change these Terms of Use anytime without telling you before. If you use a Site after we change the Terms of Use, you agree to follow and be bound by the changed Terms of Use. The last date we updated these Terms of Use is stated above. Since our Terms of Use govern your use of a Site, please read them carefully.

1. **How You're Allowed to Use the Site.** You may use a Site, and the information, content, images, or other works that you see, hear, or otherwise experience on a Site (collectively, the "**Content**") only for your own non-commercial purposes or to learn about us and our products and services. When you use a Site, you must follow these Terms of Use.
2. **What You're Not Allowed to do with the Site.** By using a Site, you agree that you will not:
 - a. Use a Site in a way that violates these Terms of Use;
 - b. Copy, change, create a new work from, reverse engineer or reverse assemble a Site, or otherwise try to discover any source code, or let any third-party do so on your behalf or under your direction;
 - c. Sell, assign, sublicense, distribute, commercially exploit, grant a security interest in, or otherwise transfer any right in, or make available to a third-party, the Content or Site in any way;
 - d. Use or launch any automated system, including "robots," "spiders," or "offline readers," that accesses a Site in a way that sends more request messages to the servers hosting the Site in a given period of time than a human can produce in the same period by using a conventional on-line web browser;
 - e. Use a Site in any way that harms, disables, overburdens, or interferes with any other website or anyone else's use and enjoyment of a Site;
 - f. Mirror or frame a Site or any part of it on any other website or webpage or try to gain unauthorized access to a Site;
 - g. Access a Site by any means other than through the interface that we provide;
 - h. Use a Site for any purpose or in any way that is unlawful or prohibited by these Terms of Use.

3. **Copyrights, Trademarks, and Intellectual Property**

- a. **Ownership and Intellectual Property Rights.** Each Site is our proprietary property and includes the Content and is protected by applicable intellectual property and other laws, including trademark and copyright laws. Each Site, including all intellectual property rights in a Site, belongs to and is the property of us or our licensors (if any). We or our licensors (if any) own and retain all copyrights in the Content. The appearance, layout, color scheme, and design of the Site are protected trade dress. You do not receive any right or license to use any of the foregoing.
 - b. **Use of Content.** Unless we clearly say so, Content may not be copied, reproduced, changed, published, uploaded, posted, transmitted, performed, or distributed in any way, and you agree not to change, rent, lease, loan, sell, distribute, transmit, broadcast, or create new works based on the Content or a Site, in whole or in part, by any means. Our logos and other marks used by us on a Site are our trademarks and property, and if logos or other marks of third parties are displayed on the Site, they are owned and the property of the third party.
 - c. **Feedback.** We may use and incorporate into a Site or our services any suggestions or other feedback you provide, without payment or condition.
 - d. **Copyright Infringement.** If you think Content infringes a copyright you own or control, you may make a complaint to us by including the following information:
 - i. a signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
 - ii. a description of the copyrighted work or other intellectual property that you claim has been infringed;
 - iii. a description of where the material that you claim is infringing is located on the Site;
 - iv. your address, telephone number, and email address;
 - v. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
 - vi. a statement by you that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.
4. **Links to Third-Party Websites and Third-Party Content.** We may link to third-party websites or information ("**Links**") or provide third-party content on the Site such as posts, blogs, or articles, podcast episodes, social media posts, video, ads or promotions, products or services, other embedded content, information we believe is relevant to the Site and other third-party content we sometimes include on the Site (collectively, "**Third-Party Content**"). Links and Third-Party Content are provided only for your convenience. We are not responsible for the availability of any Links, the websites to which they are related, Third-Party Content, or any content that we do not create, own, or control, and we are not responsible or liable for your use of them. The terms and policies of third parties may apply to Links or Third-Party Content. You should review the applicable terms and policies carefully. Including Links or Third-Party Content on a Site does not mean we have endorsed, sponsored, or recommended the third-party, its website, or any of its information.
5. **Downloading Files.** We cannot and do not guarantee or warrant that any files available for downloading through a Site will be free of infection by software viruses or other harmful computer code, files, or programs.
6. **Electronic Communications.** When you use the Site to send us messages, or send e-mails, text messages, and other communications from any device to us, you are communicating with us electronically. You agree to receive communications from us electronically. We will communicate with you electronically in a variety of ways, such as by e-

mail, text, or by posting notices and messages on the Site or through its communication functions. You agree that all notices, agreements, messages, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that the communications be in writing. You may unsubscribe from our commercial electronic messages through the unsubscribe mechanisms we provide in our messages. Our mailing address, telephone number, and general contact email are available in the footer of the Site or where otherwise shown on the Site.

7. **Contests and Promotions.** We may sometimes run contests, sweepstakes, promotions, giveaways, prizes, and similar activities ("**Contests**") through the Site. Contests are subject to their own terms and conditions as stated in the description of the Contest. All Contests are subject to applicable law, including any relevant eligibility restrictions. Depending on the laws of your location, you may not be able to participate in Contests and if that is the case, you agree to not participate in or access the Contest. We may also feature Contests of third parties on our Site where we think the Contests are of interest to our Site visitors and users. All third-party Contests are Third-Party Content.

8. **User Accounts**

- a. **Creating an Account.** Some Site features may require registration or subscription and an account. When you register, subscribe, or set up an account, you represent and warrant that you are who you say you are and that you have not submitted false or inaccurate information about yourself. You agree to update your information as necessary so that it is accurate and complete. You agree that we may rely on any changes you make to your account and that we are not responsible for any errors or omissions you incorrectly request through your account.
- b. **Protecting your Account.** You are responsible for protecting your account and passwords and for all use of your account by you and other users (authorized or not). You must tell us right away if you suspect unauthorized use of your account. If there is a dispute between you and someone else about who owns your account, you agree that we may request identification from you and other information we need to determine who rightfully owns the account.
- c. **Suspension of an Account.** We reserve the right to disable or terminate your account, any user name, password, or other identifier, whether chosen by you or provided by us, in our sole discretion, including for any violation of these Terms of Use.
- d. **Liability.** We are not responsible or liable, directly or indirectly, in any way for any loss or damage of any kind caused by, or in connection with, your failure to follow this section.

9. **Information and Materials You Post or Provide.** You may be able to post on a Site. You represent that you have all right, title, and interest to the materials you post to the Site ("**Materials**"), including any consent, authorization, release, clearance, or license from any third-party (including any release related to rights of privacy or publicity) necessary for you to provide, post, upload, input, or submit the Materials. You also represent that posting Materials does not violate or infringe any patent, copyright, trademark, trade secret, right of privacy, right of publicity, moral rights, or other intellectual property right recognized by any applicable jurisdiction of any person or entity, or otherwise breach any agreement you have with any other person or entity. You also represent the posted Materials do not contain any threatening, harassing, libelous, false, defamatory, offensive, or obscene material, or other material that would violate any other applicable law or regulation. You grant to us all rights, licenses, and permissions necessary to display, reproduce, or distribute the Materials you post to the Site.

10. **Artificial Intelligence**

- a. **AI Models; Inputs.** We may offer or integrate artificial intelligence features into the Site (each, an "**AI Model**"). Any AI Model integrated into the Site may be subject to additional terms that we or a third-party (for example, the provider of the AI Model) ask you to accept when you access the AI Model. You are responsible for making

sure that any summary, text, instructions, or other content you use with an AI Model (collectively, "**Inputs**") are appropriate and permissible under the agreements you have with us or a third-party and all applicable laws.

- b. **Outputs.** Use of an AI Model may result in content, materials, data, visuals, metrics, insights, optimizations, recommendations, and other output generated or provided by the AI Model (collectively, "**Outputs**"). Since AI Models are a new technology that is still being developed and tested, Outputs sometimes are inaccurate, may contain errors, and may not be free from bias. That being the case, you are cautioned to carefully review Outputs before relying on them. You also agree to ensure that your use of any Output does not violate the intellectual property rights or proprietary rights of any party. You are not required to use any Outputs and are free to and should modify them as appropriate. Outputs may not be protectable under copyright or other intellectual property rights, proprietary rights, or applicable law. Due to the nature of generative artificial intelligence, Outputs may not be unique, and the AI Model may generate or provide the same or similar Output for you as it generates or provides for other parties.
 - c. **AI Models are Third-Party Services.** We use certain third parties to provide AI Models, including to generate Outputs and to process and store Inputs and Outputs in private hosting environments. By using an AI Model, you authorize and agree that these third parties may access, use, and store any Inputs and Outputs according to their applicable terms and privacy policies. We are not responsible for the services or actions of the third parties involved in providing you with the AI Models.
 - d. **Our Rights to Inputs and Outputs.** By using an AI Model, you agree that we and our affiliates may process Inputs and Outputs (including any intellectual property contained in them) into de-identified, anonymized, or aggregated data (which means data that cannot identify you) to be used for any purpose, including to develop and improve an AI Model and for machine learning purposes to research, develop, and improve an AI Model and our products and services.
 - e. **Languages and Other Limitations.** AI Models may only be available in certain languages and may be subject to limitations (e.g., restrictions on use for certain types of customers or for certain purposes).
 - f. **Availability of AI Models.** The laws and regulations governing artificial intelligence and related technology are uncertain and evolving, and the ability to use an AI Model or Outputs may be adversely impacted in the future by changes to applicable laws. So, we may modify, suspend, discontinue, or limit use of the AI Model without notice or compensation if required, in our discretion, to comply with applicable laws related to AI Models.
 - g. **Compliance with Laws.** You agree to follow all applicable laws when you use AI Models and any Outputs.
11. **Automated Decision Making.** Some jurisdictions have laws about automated decision making tools, including the right of individuals to submit observations regarding automated decision making with their personal information or the right to have human intervention where a decision is made by automated means. You may exercise these rights by contacting us. For more information, see also our Privacy Policy.
12. **Disclaimers; Waivers; Limitations of Liability. PLEASE READ THIS SECTION CAREFULLY. IT INCLUDES LIMITATIONS**

ON OUR LIABILITY, DISCLAIMERS OF LIABILITY, WAIVERS, AND OTHER LIMITATIONS OR RESTRICTIONS ON YOUR RIGHTS TO SEEK COMPENSATION FROM US.

- a. **General Disclaimer.** We and our service providers, licensors, and suppliers do not make any promises about the suitability, reliability, availability, timeliness, security or accuracy of a Site or the Content for any purpose. To the maximum extent allowed by law, all information, software, products, services, websites, and related content are provided "as is" without warranty or condition of any kind. We and our service providers, licensors, and suppliers disclaim all warranties and conditions of any kind regarding a Site and Content, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title, and non-infringement. No statement or information, whether oral or written, obtained from us creates any warranty not clearly and explicitly stated in these Terms of Use. The Content may include inaccuracies or typographical errors.
 - b. **Consequential Losses.** To the maximum extent allowed by law, we and our service providers, licensors, or suppliers are not liable for any direct, indirect, punitive, incidental, special, consequential, exemplary, or other similar damages, including damages for loss of use, data, or lost revenue or profits, caused by or in any way connected with the use or performance of a Site, with the delay or inability to use a Site, or for any content, or otherwise caused by the use of a Site, whether based on contract, tort, negligence, strict liability, the failure of any limited remedy to achieve its essential purpose, or otherwise, even if we or any of our suppliers has been advised of the possibility of such damages. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.
 - c. **Cap on Liability.** If, despite these Terms of Use, we are determined to have any liability to you or any third party for any loss, harm, or damage, you agree that our and our affiliates' total liability and that of our and their respective shareholders, partners, members, officers, directors, managers, employees, agents, contractors, service providers, licensors, or suppliers shall in all cases be limited to one hundred dollars.
13. **Indemnification.** To "indemnify" means to compensate someone for harm or loss they suffer due to the other party's actions or failure to act. An indemnification clause says the other party will defend the harmed party in any claim made against them by a third party and will cover the cost of the losses. The intent is to shift liability away from one party on to the indemnifying party. You understand and agree that you are personally responsible for your behavior on a Site. You agree to indemnify, defend, and hold harmless us and our parent companies, subsidiaries, affiliated companies, joint ventures, business partners, officers, directors, employees, licensors, agents, and any third-party information providers from and against all claims, losses, expenses, damages and costs (including direct, incidental, consequential, exemplary, and indirect damages), and reasonable attorneys' fees, caused by or arising out of your use, misuse, or inability to use a Site or the Content, or any violation by you of these Terms of Use.

14. General Terms

- a. **How to Interpret these Terms of Use.** In these Terms of Use, words using the singular number only include the plural and vice versa. The headings are only for convenience and do not affect the interpretation of the Terms of Use. Wherever the words "include", "includes" or "including" are used, they are interpreted to be followed by the words "without limitation" and the words that follow are not an exhaustive list.
- b. **Minors.** The Site is not for anyone under the age of 13. You must be at least age 13 to use the Site. If you are between the ages of 13 and the age of majority in the province, state, or territory where you live, you may only use the Site with the permission and supervision of a parent or legal guardian who agrees to be bound by these Terms of Use on your behalf. If you let a minor use the Site, you are fully responsible for what the minor does online, controlling the minor's access to and use of the Site, and the consequences of any misuse by the minor.

- c. **Entire Agreement.** These Terms of Use are the entire agreement about their subject matter.
- d. **No Waiver.** No waiver by us of any breach or default of the Terms of Use will be deemed to be a waiver of any preceding or subsequent breach or default.
- e. **Correction of Errors and Inaccuracies.** The Content may contain typographical errors or other errors or inaccuracies and may not be complete or current. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the Content at any time without prior notice. We do not, however, guarantee that any errors, inaccuracies, or omissions will be corrected.
- f. **Enforcement; Choice of Law; Choice of Forum.** If any part of these Terms of Use is determined by a court of competent jurisdiction to be invalid or unenforceable, it will not impact any other provision of these Terms of Use, all of which will remain in full force and effect. Any disputes relating to these Terms of Use, our Privacy Policy, and your use of a Site or the Content are governed by, and will be interpreted according to, the laws of Alberta and applicable federal laws of Canada, without regard to any conflict of laws provisions.
- g. **Language.** By using the English version of the Site, the parties acknowledge and agree that they have required that these Terms of Use be prepared in the English language. En utilisant la version anglaise de les sites, les parties reconnaissent avoir exigé que la présente convention soit rédigée en anglais.
- h. **How to Contact us.** Any questions, complaints, or claims about the Site or these Terms of Use should be directed to push@ventureparklabs.ca.