

TERMS OF AGREEMENT

G.E.M. Inc., operates this Site to provide online access to information about G.E.M. Inc., and the products, services, and opportunities we provide (the "Service"). By accessing and using this Site, you agree to each of the terms and conditions set forth herein ("Terms of Use"). Additional terms and conditions applicable to specific areas of this Site or to particular content or transactions are also posted in particular areas of the Site and, together with these Terms of Use, govern your use of those areas, content or transactions.

These Terms of Use, together with applicable additional terms and conditions, are referred to as this "Agreement." THESE TERMS ARE A LEGAL CONTRACT BETWEEN YOU AND G.E.M. Inc., AND GOVERN YOUR ACCESS TO, AND USE OF, THE G.E.M. Inc., WEBSITE LOCATED AT www.euroshieldroofing.com

TOGETHER WITH THE SERVICES AVAILABLE THROUGH THIS SITE (THE "SITE"). IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THIS SITE OR ANY INFORMATION CONTAINED ON THIS SITE. YOUR USE OF THIS SITE SHALL BE DEEMED TO BE YOUR AGREEMENT TO ABIDE BY EACH OF THE TERMS SET FORTH BELOW.

G.E.M. INC., MAY MAKE CHANGES TO THE CONTENT AND SERVICES OFFERED ON THIS SITE AT ANY TIME WITHOUT GIVING YOU PRIOR NOTICE. G.E.M. INC., CAN CHANGE THESE TERMS AT ANY TIME BY POSTING UPDATED TERMS OF USE ON THIS SITE AND BY SENDING YOU AN EMAIL NOTICE OF THE CHANGES. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOU SHALL CEASE USING THIS SITE. IF YOU DO NOT CEASE USING THIS SITE, YOU WILL BE CONCLUSIVELY DEEMED TO HAVE ACCEPTED THE CHANGE.

The last date these Terms of Use were revised is set forth below.

1. Use of Site

You may use the Service, the Site, and the information, writings, images and/or other works that you see, hear or otherwise experience on the Site (singly or collectively, the "Content") solely for your non-commercial, personal purposes and/or to learn about G.E.M. Inc., products and services. No right, title or interest in any Content is transferred to you, whether as a result of downloading such Content or otherwise. G.E.M. Inc., reserves complete title and full intellectual property rights in all Content. Except as expressly authorized by this Agreement, you may not use, alter, copy, distribute, transmit, or derive another work from any Content obtained from the Site or the Service, except as expressly permitted by the Terms of Use.

G.E.M. Inc., grants you a limited, personal, non-exclusive and non-transferable license to use and to display and to make one copy of the Materials and to use the services, this Site solely for your personal use. Except for the license set forth in the preceding sentence above, you acknowledge and agree that you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Materials in any manner. This limited license terminates automatically, without notice to you, if you breach any of these Terms. Upon termination of this limited license, you agree to immediately destroy any downloaded or printed Materials. Except as stated herein, you acknowledge that you have no right, title or interest in or to this Site, any Materials.

2. Copyright

The Site and the Content are protected by Canadian and/or foreign copyright laws, and belong to G.E.M. Inc., or its partners, affiliates, contributors or third parties. The copyrights in the Content are owned by G.E.M. Inc., or other copyright owners who have authorized their use on the Site. You may download and reprint Content for non-commercial, non-public, personal use only (If you are browsing this Site as an employee or member of any business or organization, you may download and reprint Content only for educational or other non-commercial purposes within your business or organization, except as otherwise permitted by G.E.M. Inc.,, for example in certain password-restricted areas of the Site). With the exception of the Sample Images, you may not manipulate or alter in any way images or other Content on the Site.

2.1. Sample Imagery

G.E.M. Inc., has included Sample Images on certain pages within the Site, to demonstrate the capability of our team and other services we provide. You may download, reprint and manipulate the Sample Images for this purpose, but you may not crop or change the composition of the

image, or use the image for commercial purposes.

3. Trademarks

You are prohibited from using any of the marks or logos appearing throughout the Site without permission from the trademark owner, except as permitted by applicable law.

4. Links to Third-Party Web Sites

Links on the Site to third party web sites or information are provided solely as a convenience to you. If you use these links, you will leave the Site. Such links do not constitute or imply an endorsement, sponsorship, or recommendation by G.E.M. Inc., of the third party, the third-party web site, or the information contained therein. G.E.M. Inc., is not responsible for the availability of any such web sites. G.E.M. Inc., is not responsible or liable for any such web site or the content thereon. If you use the links to the web sites of G.E.M. Inc., affiliates or service providers, you will leave the Site, and will be subject to the terms of use and privacy policy applicable to those web sites.

5. Linking to this Site

If you would like to link to the Site, you must follow G.E.M. Inc.,'s link guidelines. Unless specifically authorized by G.E.M. Inc., you may not connect "deep links" to the Site, i.e, create links to this site that bypass the home page or other parts of the Site. You may not mirror or frame the home page or any other pages of this Site on any other web site or web page.

6. Downloading Files

G.E.M. Inc., cannot and does not guarantee or warrant that files available for downloading through the Site will be free of infection by software viruses or other harmful computer code, files or programs.

7. Software

Any software available for download via the Site is the copyrighted work of G.E.M. Inc., and/or its licensors. Use of such software is governed by the terms of the end user license agreement that accompanies or is included with the software. Downloading, installing, and/or using any such software indicates your acceptance of the terms of the end user license agreement.

8. Disclaimer of Warranties

G.E.M. Inc., MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SITE, THE SERVICE OR THE CONTENT. G.E.M. Inc., EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SITE, THE SERVICE, THE CONTENT, AND ANY PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED VIA THE SITE. Gem Inc., DOES NOT WARRANT THAT THE FUNCTIONS PERFORMED BY THE SITE OR THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS IN THE SITE OR THE SERVICE WILL BE CORRECTED. G.E.M. Inc., DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE CONTENT, OR THAT ANY ERRORS IN THE CONTENT WILL BE CORRECTED. THE SITE, THE SERVICE AND THE CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

9. Limitation of Liability

IN NO EVENT WILL G.E.M. Inc., BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) THE USE OF OR INABILITY TO USE THE SITE, THE SERVICE, OR THE CONTENT, (II) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SITE; (III) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SITE, THE SERVICE AND/OR THE CONTENT, (IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (V) ANY OTHER MATTER RELATING TO THE SITE, THE SERVICE, OR THE CONTENT, EVEN IF G.E.M. Inc., HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE SITE, THE SERVICE, THE CONTENT, OR WITH THE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

BECAUSE SOME PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE

LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH PROVINCES, G.E.M. Inc.,'s LIABILITY IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED \$100.00.

10. Indemnification

You understand and agree that you are personally responsible for your behaviour on the Site. You agree to indemnify, defend and hold harmless G.E.M. Inc., its parent companies, subsidiaries, affiliated companies, joint ventures, business partners, licensors, employees, agents, and any third party information providers to the Service from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, or inability to use the Site, the Service, or the Content, or any violation by you of this Agreement.

11. Privacy

Please see G.E.M. Inc.,'s Privacy Policy.

12. User Conduct

You agree to use the Site only for lawful purposes. You agree not to take any action that might compromise the security of the Site, render the Site inaccessible to others or otherwise cause damage to the Site or the Content. You agree not to add to, subtract from, or otherwise modify the Content, or to attempt to access any Content that is not intended for you. You agree not to use the Site in any manner that might interfere with the rights of third parties.

13. Unsolicited Idea Submission Policy.

G.E.M. Inc., or any of its employees do not accept or consider unsolicited ideas, including ideas for new advertising campaigns, marketing strategies, new or improved products, technologies, services, processes, materials, or new product names. We have found this policy necessary in order to avoid misunderstandings should G.E.M. Inc.,'s business activities bear coincidental similarities with one or more of the thousands of unsolicited ideas offered to us. Please do not send your unsolicited ideas to G.E.M. Inc., or anyone at G.E.M. Inc.. If, in spite of our request that you not send us your

ideas, you still send them, then regardless of what your posting, email, letter, or other transmission may say, (1) your idea will automatically become the property of G.E.M. Inc., without any compensation to you; (2) G.E.M. Inc., will have no obligation to return your idea to you or respond to you in any way; (3) G.E.M. Inc., will have no obligation to keep your idea confidential; and (4) G.E.M. Inc., may use your idea for any purpose whatsoever, including giving your idea to others.

However, G.E.M. Inc., does welcome feedback regarding many areas of G.E.M. Inc.,'s existing businesses that will help satisfy customer's needs, and feedback can be provided through the many listed contact areas on the Site. Any feedback you provide shall be deemed a Submission under the terms in the User Supplied Information section above.

14. User Supplied Information

G.E.M. Inc., does not want to receive confidential or proprietary information from you via the Site. You agree that any material, information, or data you transmit to us or post to the Site (each a "Submission" or collectively "Submissions") will be considered non confidential and non proprietary. For all Submissions, (1) you guarantee to us that you have the legal right to post the Submission and that it will not violate any law or the rights of any person or entity, and (2) you give G.E.M. Inc., the royalty-free, irrevocable, perpetual, worldwide right to use for quotation and production, display in our portfolio and marketing materials and create derivative works from the Submission, in any and all media, in any manner, in whole or in part, without any restriction or responsibilities to you.

You acknowledge that you are responsible for the information, photos, graphics, sounds and other content or material that you submit, upload, include in messages to other G.E.M. Inc., users or otherwise make available on or through the Site (each a "Submission") through the services available in connection with this Site, and that you, and not G.E.M. Inc., have full responsibility for each such

Submission you make, including its legality, reliability, appropriateness, and trademark and copyright ownership. You agree that G.E.M. Inc., is free to use a Submission for the purpose of

providing you with the associated services and you grant G.E.M. Inc., a sublicense, nonexclusive, worldwide, royalty-free license to (in any media, whether now known or not currently known or invented) link to, utilize, use, publicly perform, publicly display, reproduce, distribute, modify and prepare derivative works of the Submission.

Additionally, G.E.M. Inc., agrees to use all of your Submissions in accordance with G.E.M. Inc.,’s Privacy Policy applicable to personally identifiable information. YOU RETAIN OWNERSHIP OF ANY COPYRIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS APPLICABLE TO ANY INFORMATION YOU SUBMIT TO G.E.M. Inc.,, SUCH AS YOUR SUBMISSIONS. You further agree that you will not upload, post or otherwise make available on this Site any material protected by copyright, trademark, or any other proprietary right without the express permission of the owner of such copyright, trademark or other proprietary right owned by a third party, and the burden of determining whether any material is protected by any such right is on you. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights, or any other harm resulting from any Submission that you make.

You represent and warrant that: (i) you own all Submissions submitted by you on or through this Site or otherwise have the right to grant the licenses to G.E.M. Inc., set forth in this section, and (ii) the submission of your Submissions on or through this Site does not violate the privacy rights, publicity rights, trademark rights, copyrights, contract rights or any other rights of any person or entity. You agree to pay for all royalties, fees, damages and any other monies owing any person by reason of any Submissions posted by you to or through this Site.

When submitting Submissions to or otherwise using this Site and/or the services, you agree not to, without limitation:

- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Use racially, ethnically, or otherwise offensive language.
- Discuss or incite illegal activity.
- Use explicit/obscene language or solicit/post sexually explicit images (actual or simulated).
- Post anything that exploits children or minors or that depicts cruelty to animals.
- Post any copyrighted or trademarked materials without the express permission from the owner.
- Disseminate any unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other form of such solicitation.
- Post any content that is mature or adult in nature on the “general audience” section of this Site. (This is more appropriate for the “adult section” of this Site.)

This list of prohibitions provides examples and is not complete or exclusive. G.E.M. Inc., reserves the right to (a) terminate your access to your account, your ability to post to this Site (or the services) and (b) refuse, delete or remove any Submissions; with or without cause and with or without notice, for any reason or no reason, or for any action that G.E.M. Inc., determines is inappropriate or disruptive to this Site or to any other user of this Site and/or services. G.E.M. Inc., may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at G.E.M. Inc.,’s discretion, G.E.M. Inc., will cooperate with law enforcement agencies in any investigation of alleged illegal activity on this Site or on the Internet.

These prohibitions do not require G.E.M. Inc., to monitor police or remove any Submissions or other information submitted by you or any other user.

15. Password Security and Password Restricted Areas of this Site

You may need a password to login to this Site and to use certain functions and areas within this Site. If you register to become an G.E.M. Inc., member/client, you are responsible for maintaining the confidentiality of your member identification and password information, and for restricting access to your computer. You agree to notify G.E.M. Inc., if your password is lost, stolen, or disclosed to an unauthorized third party, or otherwise may have been compromised. You are responsible for all activities that occur under your account. You agree to immediately notify Gem Inc., of any unauthorized use of your account or any other breach of security in relation to this Site known to you.

16. General Provisions

a. Entire Agreement/No Waiver. These Terms of Use constitute the entire agreement of the parties with respect to the subject matter hereof. No waiver by G.E.M. Inc., of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

b. Correction of Errors and Inaccuracies. The Content may contain typographical errors or other errors or inaccuracies and may not be complete or current. G.E.M. Inc., therefore reserves the right to correct any errors, inaccuracies or omissions and to change or update the Content at any time without prior notice. G.E.M. Inc., does not, however, guarantee that any errors, inaccuracies or omissions will be corrected.

c. Enforcement/ Choice of Law/ Choice of Forum. If any part of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, it will not impact any other provision of this Agreement, all of which will remain in full force and effect. Any and all disputes relating to this Agreement, G.E.M. Inc.'s Privacy Policy, your use of the Site, any other G.E.M. Inc., web site, the Service, or the Content are governed by, and will be interpreted in accordance with, the laws of the Alberta Canada, without regard to any conflict of law's provisions.

d. Local Laws, Export Laws.

G.E.M. Inc., controls and operates this Site from its headquarters in Alberta Canada and the Materials, Submissions and/or Third Party Content may not be appropriate or available for use in other locations. If you use this Site outside the Canada and the United States of America, you are responsible for following applicable local laws.

e. Claims of Copyright Infringement. Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to Service Provider's Designated Agent.

Please also note that for copyright infringements under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

f. User Suspension. If you violate these Terms, G.E.M. Inc., may terminate and/or suspend your access to this Site without notice. G.E.M. Inc., prefers to advise you of your inappropriate behaviour and to recommend any necessary corrective action. However, certain violations of these Terms, as determined by G.E.M. Inc., may result in immediate termination of your access to this Site. Gem Inc., has the right to terminate any password restricted account for any reason. Ontario law and controlling Canadian federal law, without regard to the choice or conflicts of law provisions will govern these Terms. Any disputes relating to these Terms or this Site will be heard in the courts located in the province of Alberta Canada. If any of these Terms is found to be inconsistent with applicable law, then such term shall be interpreted to reflect the intentions of the parties, and no other terms will be modified. G.E.M. Inc.,'s failure to enforce any of these Terms is not a waiver of such term. These Terms are the entire agreement between you and G.E.M. Inc., and supersede all prior or contemporaneous negotiations, discussions or agreements between you and G.E.M. Inc., about this Site. The proprietary rights, disclaimer of warranties, representations made by you, indemnities, limitations of liability and general provisions shall survive any termination of these Terms.

© Copyright 2002-2008 G.E.M. Inc.. All rights reserved.

Date of Last Modification: April 26, 2018