

Website Terms of Use

Certivo Inc.

Certivo — certivo.ca

Effective Date: July 5, 2026

Last Updated: July 5, 2026

> **Scope:** These Website Terms of Use govern your use of the public Certivo marketing website at certivo.ca (the "Website"). They apply to casual and unauthenticated visitors who browse the Website. **Your use of the Certivo software platform, applications, or services (once you sign up or log in) is governed by the applicable Master Subscription Agreement, Consumer Terms of Sale, and/or Client Portal Terms of Use — not by these Website Terms.** Where those product agreements apply, they control.

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1. Acceptance of These Terms

1.1 These Website Terms of Use ("Terms") govern your access to and use of the public marketing website located at certivo.ca (the "Website"), operated by Certivo Inc. ("Certivo," "we," "us," or "our"), located at 4952 Westbrooke Rd., Blackfalds, Alberta, Canada T4M 0L1.

1.2 By accessing, browsing, or otherwise using the Website, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree to these Terms, please do not use the Website.

1.3 These Terms apply to your use of the Website as a general visitor. They do not create any account, subscription, employment, agency, partnership, or contractual services relationship between you and Certivo. Signing up for or purchasing the Certivo platform is governed by separate agreements (see Section 3).

2. Who May Use the Website

2.1 The Website is intended for general audiences interested in learning about Certivo's products and services. You may browse the Website whether or not you have a Certivo account.

2.2 You may use the Website only if you can form a legally binding contract with Certivo and are not barred from doing so under any applicable law. If you are using the Website on behalf of an organization, you represent that you are authorized to accept these Terms on that organization's behalf.

2.3 The Website is not directed at children. If you are under the age of majority in your province or territory of residence, you should use the Website only with the involvement of a parent or guardian.

3. Relationship to Other Agreements

3.1 These Terms govern only your use of the public marketing Website. They do **not** govern your use of the Certivo software platform or any Certivo product or service.

3.2 The following separate agreements govern the Certivo platform and related services, and **control over these Website Terms** with respect to any authenticated, product, or purchase activity:

- (a) The **Master Subscription Agreement (MSA)** — governs use of the Certivo platform by subscribing safety training companies (tenants);
- (b) The **Consumer Terms of Sale** — governs individual consumer purchases made through Certivo (where applicable);
- (c) The **Client Portal Terms of Use** — governs access to the Certivo Client Portal by clients of a subscribing training company; and
- (d) The **Acceptable Use Policy (AUP)** — governs acceptable conduct across the Certivo platform.

****3.3**** Your use of the Website is also subject to our ****Privacy Policy**** and ****Cookie Policy****, which are incorporated into these Terms by reference (see Section 10).

3.4 If there is any conflict between these Website Terms and an applicable product agreement (the MSA, Consumer Terms of Sale, or Client Portal Terms) with respect to your use of the Certivo platform, **the product agreement controls**. These Website Terms apply only to the extent no such product agreement covers the activity in question.

4. Intellectual Property and Ownership

4.1 The Website and all of its contents — including text, graphics, logos, icons, images, illustrations, page layouts, design elements, software, and other materials (collectively, "Website Content") — are owned by or

licensed to Certivo and are protected by Canadian and international copyright, trademark, and other intellectual property laws.

4.2 "Certivo," the Certivo logo, and other Certivo product names and marks are trademarks of Certivo Inc. You may not use these marks without our prior written permission. Third-party names and logos that may appear on the Website (for example, integration partners) are the property of their respective owners and are used for identification purposes only.

4.3 Except for the limited licence granted in Section 5, nothing in these Terms transfers to you any right, title, or interest in the Website or the Website Content.

5. Limited Licence to View

5.1 Subject to your compliance with these Terms, Certivo grants you a limited, personal, non-exclusive, non-transferable, revocable licence to access and view the Website for your own informational, non-commercial purposes and, where you are evaluating Certivo, for legitimate business-evaluation purposes.

5.2 You may **not**, without our prior written consent:

- (a) Copy, reproduce, republish, distribute, sell, licence, or commercially exploit any part of the Website or Website Content;
- (b) Scrape, crawl, harvest, index, or otherwise systematically extract data or content from the Website using automated means, except that well-behaved search-engine crawlers may index the Website in accordance with our `robots.txt` file;
- (c) Reverse-engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying structure of any software made available through the Website;
- (d) Frame, mirror, or otherwise incorporate any part of the Website into another website or service, or use in-line linking or similar techniques to present the Website as your own; or
- (e) Remove, obscure, or alter any copyright, trademark, or other proprietary notices on the Website.

****5.3**** These restrictions are consistent with, and do not limit, the broader conduct rules set out in the Certivo ****Acceptable Use Policy****. In the event of any conflict, the Acceptable Use Policy applies to platform use and this Section 5 applies to Website use.

6. Acceptable Use of the Website

6.1 You agree to use the Website only for lawful purposes and in a manner that does not infringe the rights of, or restrict or inhibit the use and enjoyment of the Website by, any other person.

6.2 You agree **not** to:

- (a) Use the Website for any unlawful, fraudulent, or malicious purpose, or in violation of any applicable law or regulation;

- (b) Interfere with, disrupt, or attempt to gain unauthorized access to the Website, its servers, or any connected networks or systems (including through denial-of-service attempts, malware, or exploitation of vulnerabilities);
- (c) Use automated means to harvest, collect, or compile information or content from the Website except as expressly permitted in Section 5.2(b);
- (d) Impose an unreasonable or disproportionately large load on the Website's infrastructure;
- (e) Transmit any virus, worm, or other harmful code through or to the Website; or
- (f) Impersonate any person or entity, or misrepresent your affiliation with any person or entity, when submitting information through the Website (for example, contact or demo-request forms).

****6.3**** This section is a brief summary applicable to Website visitors. Full conduct rules for the Certivo platform are set out in the ****Acceptable Use Policy****, which applies to all platform users and is incorporated by reference.

7. Third-Party Links and Services

7.1 The Website may contain links to third-party websites, resources, or services that are not owned or controlled by Certivo (for example, integration partners, payment processors, or documentation hosts).

7.2 Certivo provides these links for convenience only and does not endorse and is not responsible for the content, products, services, privacy practices, or accuracy of any third-party website or resource. Accessing any linked third-party website is at your own risk, and your use of such websites is governed by their own terms and privacy policies.

7.3 You are responsible for reviewing the terms and privacy practices of any third-party website or service you access through a link on the Website.

8. Disclaimers — "As Is" and No Professional Advice

8.1 The Website and all Website Content are provided on an "as is" and "as available" basis, without warranties or conditions of any kind, whether express, implied, or statutory, to the maximum extent permitted by applicable law. Certivo does not warrant that the Website will be uninterrupted, error-free, secure, or free of viruses or other harmful components, or that any information on the Website is complete, accurate, or current.

8.2 Informational content only — not professional advice. Content on the Website, including any material relating to safety, occupational health and safety, certification requirements, compliance, tax, legal, or regulatory matters, is provided for **general informational purposes only** and does **not** constitute professional, legal, safety, regulatory, financial, or other advice. You should not rely on Website content as a substitute for advice from a qualified professional. Certifications, compliance requirements, and regulatory standards vary by jurisdiction and change over time; you are responsible for verifying current requirements with the appropriate regulatory authority or a qualified advisor.

8.3 Nothing on the Website is an offer or binding commitment. Product descriptions, pricing, features, and availability shown on the Website are for general information, may change without notice, and are superseded by the applicable product agreement at the time of purchase or subscription.

8.4 Nothing in this Section 8 excludes or limits any warranty, condition, or right that cannot be excluded or limited under applicable consumer protection or other law.

9. Limitation of Liability

9.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CERTIVO AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF DATA, REVENUE, PROFITS, OR BUSINESS OPPORTUNITIES, ARISING OUT OF OR RELATED TO YOUR ACCESS TO OR USE OF (OR INABILITY TO ACCESS OR USE) THE WEBSITE OR ANY WEBSITE CONTENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF CERTIVO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 To the maximum extent permitted by applicable law, Certivo's total aggregate liability to you arising out of or related to your use of the Website shall not exceed one hundred Canadian dollars (CAD \$100.00).

9.3 Nothing in these Terms limits or excludes liability that cannot be limited or excluded under applicable law, including your non-excludable rights under applicable consumer protection legislation. The limitations in this Section 9 apply only to the extent permitted by law and do not affect any statutory rights you may have that cannot be waived.

9.4 This Section 9 governs your use of the public Website only. Liability arising from your use of the Certivo platform is governed by the limitation-of-liability provisions of the applicable product agreement (see Section 3).

10. Privacy and Cookies

10.1 Your privacy matters to us. Our collection and use of personal information through the Website — including information you submit through contact, demo-request, or resource-download forms — is described in our **Privacy Policy**, available at certivo.ca.

10.2 The Website uses a minimal set of cookies and similar technologies, as described in our **Cookie Policy**, available at certivo.ca. Certivo does not use advertising or cross-site tracking cookies. Consistent with Quebec Law 25 privacy-by-default principles, non-essential cookies are not set unless triggered by your action.

10.3 Certivo handles personal information in accordance with the federal *Personal Information Protection and Electronic Documents Act* (PIPEDA), Alberta's *Personal Information Protection Act* (PIPA), and, where applicable, Quebec's *Act respecting the protection of personal information in the private sector* (Law 25).

11. Changes to These Terms

11.1 Certivo may update or modify these Terms from time to time to reflect changes to the Website, our practices, or legal requirements. When we make changes, we will revise the "Last Updated" date at the top of these Terms.

11.2 Your continued use of the Website after any change to these Terms constitutes your acceptance of the revised Terms. If you do not agree to the revised Terms, you should stop using the Website.

11.3 These Terms do not have a fixed term. Certivo may modify, suspend, or discontinue any part of the Website at any time without notice.

12. Governing Law and Disputes

12.1 These Terms and any matter relating to your use of the Website are governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein, without regard to conflict-of-laws principles.

12.2 We would prefer to resolve any concern informally and quickly. If you have a concern about the Website, please contact us first at legal@certivo.ca so we can try to resolve it directly.

12.3 Accessible forums preserved. Nothing in these Terms requires you to bring a claim in a distant, cost-prohibitive, or otherwise inaccessible forum, or to waive access to a court or tribunal that would otherwise be available to you. Where a dispute cannot be resolved informally, you retain the right to pursue it in a court or tribunal of competent jurisdiction, including — where available to you — the small claims court of your province or territory of residence, and to participate in proceedings by remote or electronic means where the applicable court or tribunal permits.

12.4 Nothing in this section limits or waives any non-excludable right you may have under applicable consumer protection legislation, including any right to bring a claim in your local jurisdiction.

13. Severability

If any provision of these Terms is held to be unenforceable or invalid by a court or tribunal of competent jurisdiction, that provision shall be limited or eliminated to the minimum extent necessary, and the remaining provisions shall remain in full force and effect.

14. Contact Information

For questions about these Website Terms of Use, please contact:

Certivo Inc.

4952 Westbrooke Rd.

Blackfalds, Alberta, Canada T4M 0L1

Email: legal@certivo.ca (or aaron@certivo.ca)

Website: certivo.ca

Draft prepared July 5, 2026 for legal review — this document is not legal advice.

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