TERMS AND CONDITIONS

By using the enclosed carbontaxworks sticker (**Sticker**), you agree to use the Sticker in accordance with the terms and conditions described below. If you use the Sticker, you acknowledge having read and understood what is set out below.

1. Rules for Using the Sticker

The creators and distributors of the Sticker respect the property rights of others and expect you to do the same in using your Sticker.

- (a) You must not do, either directly yourself or indirectly through another person, any of the following in your use of your Sticker:
 - (i) You must <u>not</u> place your Sticker on the property of any other person, unless that person has given you permission to do so.
 - You must <u>not</u> encourage anyone else to place your Sticker on the property of any other person.
 - (iii) You must <u>not</u> do anything with your Sticker that is illegal, or encourage anyone else to do anything with your Sticker that is illegal, including, without limiting the generality of the foregoing, anything that constitutes a criminal offence or offence under provincial law, or otherwise engages in or assists others to engage in any criminal offence or offence under provincial law.
- (b) You will ensure that you only use your Sticker for lawful purposes.
- Your Responsibility You solely are responsible for the use that is made of your Sticker, including the use of your Sticker that is made by someone else who gains access to it with or without your permission.
- 3. <u>Disclaimer</u> You acknowledge and agree:
 - (a) You use the Sticker at your own risk.

- (b) You alone will be responsible for consequences, including penalties, fines and court ordered judgments and awards that are made against you, which result from any illegal, including criminal, use of your Sticker.
- (c) The creators and distributors of the Sticker, and none of their respective agents, employees, suppliers and resellers (in this clause collectively referred to as "we" and "us") will not be liable for any direct, indirect, special, incidental, consequential or punitive damages, or any other damages or losses whatsoever, or any penalties or fines, which you suffer or which are made against you or which you are required to pay, regardless of the cause of action or proceeding and even if one or more of us have been advised of the possibility of such damages or losses or penalties or fines, where such damages or losses or penalties or fines are related in any way to the use of your Sticker, whether by you or anyone else, and including any use of your Sticker that is contrary to these Terms and Conditions.

4. <u>Applicability</u> -- Some jurisdictions prohibit the disclaimer of certain conditions or the limitation or exclusion of certain types of liability. In such circumstances, to the extent that such prohibitions apply to any of the exclusions and limitations in these Terms and Conditions, such exclusions and limitations will not apply to you only to the extent necessary to make these Terms and Conditions consistent with such prohibitions.