

PolarGrid Website Terms of Use

Last Updated: July 26, 2026

1. General

The information appearing on this website (www.polargrid.ai/, together with its subdomains, the “**Website**”) is for your general guidance. It is not intended to provide you with legal advice and is subject to change by PolarGrid Corporation (“**PolarGrid**”, “**Company**”, “**we**”, “**us**”, “**our**”) without notice. Please consult your own legal advisor before taking any action based on information appearing on this Website or any website to which it may be linked.

These Terms of Use apply to all visitors, users, and others who access or use the Website (referred to herein as “**you**”, “**your**”, or “**user**”). Your access to and use of this Website is subject to your acceptance of and compliance with these Terms of Use, your acceptance of our Privacy Policy, your compliance with applicable law. The terms of our Privacy Policy are hereby incorporated into these Terms of Use by reference. You also agree that you are solely responsible for compliance with any and all applicable laws and regulations.

By visiting, accessing, or using the Website you agree to be bound by these Terms of Use and accept all legal consequences. If you do not agree to these Terms of Use, in whole or in part, you are prohibited from visiting, using, or accessing the Website.

2. Disclaimer

THE INFORMATION, DOCUMENTS, AND OTHER MATERIALS MADE AVAILABLE ON THIS WEBSITE ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF ANY KIND WHETHER ARISING BY LAW, USAGE OR TRADE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE AND NON-INFRINGEMENT. FURTHER, POLARGRID DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS CONCERNING THE ACCURACY, LIKELY RESULTS, OR RELIABILITY OF THE USE OF THE CONTENTS MADE AVAILABLE ON THIS WEBSITE OR OTHERWISE RELATING TO THE CONTENTS OR ON ANY WEBSITES OR SERVICES LINKED TO THIS WEBSITE. YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK.

The incorporation of new product attributes, as they may be discussed in materials posted on this Website, into any release or upgrade of any PolarGrid solutions,

services, technology, or product offerings, as well as the timing and availability of the versions of these solutions, services, or products, is solely at the discretion of PolarGrid.

3. PolarGrid Content

The Website and its contents may only be used in accordance with these Terms of Use. All materials displayed or performed on the Website are protected by copyright, trademark and other intellectual property laws. You shall abide by all copyright notices, trademark rules, information, and restrictions contained in any materials accessed through the Website, and shall not use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purposes whatsoever any materials on this Website or other proprietary rights not owned by you: (i) without the express prior written consent of the respective owners, and (ii) in any way that violates any third-party right.

You may download or copy items displayed on the Website for download for personal non-commercial use only, provided that you maintain all copyright and other notices contained in such items. You shall not store any significant portion of any such items in any form. Copying or storing of any such items other than for personal, non-commercial use is expressly prohibited without prior written permission from PolarGrid or from the copyright holder identified in any applicable copyright notice. If you link to the Website, PolarGrid may revoke your right to so link at any time, at PolarGrid's sole discretion.

4. Feedback

You hereby grant to PolarGrid and its affiliates a worldwide, perpetual, irrevocable, royalty-free, fully paid-up, transferable and sublicensable license to use, reproduce, modify, create derivative works of, distribute, disclose, and make and incorporate into its Website, products, and/or services any comments, suggestions, enhancement requests, recommendations, corrections, or other feedback ("**Feedback**") you provide to PolarGrid, through the Website or otherwise. You hereby represent and warrant that you shall not provide any Feedback which is subject to any third-party rights or limitations or which you are otherwise precluded from providing to PolarGrid and shall promptly inform us as soon as you become aware of any third-party right or limitation which may apply to Feedback already provided by you. You also agree that all Feedback you provide to us is provided on a voluntary basis, that we are not subject to any confidentiality obligations in respect to any Feedback, and that we are free to use such Feedback in any way at our sole discretion and without any obligation to you.

5. Links to Third-Party Websites

This website may contain hyperlinks, which will take you out of the PolarGrid website and connect you to third-party websites or services that are not owned or controlled by

PolarGrid. PolarGrid is providing these hyperlinks to you only as a convenience, and the inclusion of any hyperlink does not imply endorsement by PolarGrid of any website or service. PolarGrid has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that PolarGrid shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such websites or services. We strongly advise you to read the terms and conditions and privacy policies of any third-party website or service that you visit.

6. Limitation of Liability

TO THE EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL POLARGRID NOR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS NOR SUPPLIERS BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL OR PUNITIVE DAMAGES OR FOR LOSS OF GOODWILL, DATA, PROFIT OR REVENUES, OR DUE TO BUSINESS INTERRUPTION), ARISING OUT OF THE USE OF OR INABILITY TO USE THE WEBSITE OR ANY OF ITS CONTENTS, DESPITE ANY THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR STATUTE EVEN IF POLARGRID OR A POLARGRID AUTHORIZED REPRESENTATIVE HAS BEEN NOTIFIED ORALLY OR IN WRITING OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL POLARGRID'S AGGREGATE LIABILITY HEREUNDER EXCEED CAD\$100.00.

7. Indemnification

You agree to indemnify, defend and hold harmless PolarGrid and its affiliates, officers, directors, employees, consultants, agents, licensors and suppliers from any and all third-party claims, liability, damages and/or costs (including reasonable attorneys'/legal fees) arising from your use of any aspect of this Website, your violation of these Terms of Use, or your infringement of any intellectual property or other right of any person or entity. PolarGrid reserves the right, at your expense, to assume the exclusive defence and control of any matter subject to indemnification by you, and you agree to cooperate with PolarGrid's defence of such claim. You shall not settle any such matter without PolarGrid's prior written consent.

8. Governing Law and Jurisdiction

This Website is controlled by PolarGrid Corporation in Ottawa, Ontario, Canada. By accessing this Website, you agree that any legal matter that may arise between you and PolarGrid relating to the contents of this Website shall be governed by the laws of the

Province of Ontario and the Federal laws of Canada, as applicable, without regard to its conflict of laws provisions. You and PolarGrid irrevocably attorn and submit to the exclusive jurisdiction of the courts of the Province of Ontario sitting in Ottawa, Ontario, and waive any objection to the laying of venue in those courts. The parties agree that any legal proceeding arising out of or relating to these Terms of Use shall be conducted in the English language.

9. Changes to These Terms of Use

PolarGrid may revise or replace these Terms of Use at any time at its sole discretion. Notice will be provided by updating the “**Last Updated**” field at the top of these Terms of Use, and any revised Terms of Use take effect immediately upon posting to the Website. By visiting, accessing, or using this Website, you are agreeing to be bound by the then-current version of these Terms of Use. If you do not agree to the then-current version of these Terms of Use, do not use the Website.

10. No Waiver or Third-Party Beneficiaries

If you breach any of these Terms of Use and PolarGrid chooses not to immediately act, or chooses not to act at all, PolarGrid will still be entitled to all rights and remedies at any later date, or in any other situation, where you breach these Terms of Use. PolarGrid does not waive any of its rights. PolarGrid shall not be responsible for any purported breach of these Terms of Use caused by circumstances beyond its control. A person who is not a party to these Terms of Use shall have no rights of enforcement.

11. Headings and Severability

Titles and headings of sections of these Terms of Use are for convenience only and shall not affect the construction of any provision of these Terms of Use. If any provision of these Terms of Use is held to be invalid or unenforceable by a court of competent jurisdiction, then any remaining provisions of these Terms of Use will remain in effect.

12. Entire Agreement and Electronic Form

These Terms of Use, including all documents incorporated by reference herein, constitutes the entire agreement between you and PolarGrid regarding our Website, and supersede and replace any prior agreements, oral or otherwise, regarding the Website. Without limitation, you agree that a printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The parties waive any defense based on the absence of a handwritten signature.

13. Language

The parties have expressly requested and required that these Terms of Use and all related documents be written in the English language. Les parties conviennent et exigent expressément que ce contrat et tous les documents qui s'y rapportent soient rédigés en Anglais.

14. Contact Us

If you have any questions about these Terms of Use, please contact us at support@polargrid.ai