

## MAGNESTAR INC. – WEBSITE TERMS OF USE

*Updated as of:* February 11, 2022

Magnestar Inc. (“**Magnestar**”, “**we**”, “**our**” or “**us**”) owns and operates [[www.magnestar.space](http://www.magnestar.space)], a website that provides information about, allows visitors to sign up for further information related to, and facilitates transactions related to, Magnestar’s business of developing novel space situational sense and respond technology to protect space assets in harsh environments (our “**website**”). Any of the related services we provide and through our interactions with customers and potential customers through our website shall be referred to as the “**Services**” throughout these Terms of Use.

PLEASE READ THESE TERMS OF USE (“**TERMS**”) CAREFULLY. THESE TERMS CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND MAGNESTAR. THESE TERMS GOVERN YOUR ACCESS TO AND USE OF OUR WEBSITE OR THE SERVICES. BY VISITING OUR WEBSITE OR OTHERWISE USING OUR SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS (INCLUDING THE LINKED DOCUMENTS REFERRED TO IN THESE TERMS), AS REVISED FROM TIME TO TIME. IF YOU DO NOT ACCEPT THESE TERMS, YOU MUST NOT ACCESS OR USE OUR WEBSITE OR THE SERVICES. IF YOU ARE DISSATISFIED WITH THESE TERMS OR ANY OTHER TERMS, CONDITIONS, RULES, POLICIES, GUIDELINES OR PRACTICES APPLICABLE TO OUR WEBSITE OR THE SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESS TO AND USE OF OUR WEBSITE, AND ALL ASPECTS OF THE SERVICES. YOU MAY ONLY USE OUR WEBSITE OR THE SERVICES IF YOU ARE A RESIDENT OF CANADA (EXCLUDING QUEBEC). IF YOU USE OR ACCESS THESE SERVICES FROM OUTSIDE OF CANADA (EXCLUDING QUEBEC), YOU DO SO AT YOUR OWN RISK. YOU REPRESENT THAT YOU ARE AT LEAST THE LEGAL AGE OF MAJORITY IN YOUR JURISDICTION. IF YOU ARE USING OUR SERVICES ON BEHALF OF AN ORGANIZATION, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THAT ORGANIZATION TO THESE TERMS, IN WHICH CASE “YOU” OR “YOUR” WILL REFER TO SUCH ORGANIZATION. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST NOT ACCESS OR USE OUR WEBSITE OR THE SERVICES.

These Terms are effective on the earlier of the date (a) you click to accept these Terms, or (b) you first access our website, or sign up for an account. You acknowledge the Magnestar’s [Privacy Statement](http://www.magnestar.space/privacy) located at [www.magnestar.space/privacy](http://www.magnestar.space/privacy) (the “**Privacy Statement**”), as revised from time to time, and you consent and agree to our collection, use and disclosure of personal information as described in the Privacy Statement.

1. **Limited License.** Magnestar grants you a personal, revocable, limited, non-exclusive, royalty-free, non-transferable license to access and use our website, the Services, and the content that Magnestar make available to you on our website, including marketing, materials, text, audio, video, photographs, maps, illustrations, graphics, the Marks (as hereinafter defined) and other media (“**Content**”), in each case subject to and conditional on your continued compliance with the terms and conditions of these Terms. All Content available through our website is owned by Magnestar and Magnestar’s third-party providers. All Content is provided for informational purposes only, and you are solely responsible for verifying the accuracy, completeness, and applicability of all Content and for your use of any Content. These Terms permit you to use our website for your personal use only, and not for any commercial purpose other than for transactions enabled by the functionality of our website. For greater certainty, Magnestar, in its sole discretion, may terminate or suspend your license to use our website and/or some or all of the Services or Content at any time, for any reason or no reason, with or without notice to you, and without any liability to you or any other person. If Magnestar terminates or suspends your license to use the some or all of the Services or Content, these Terms will nevertheless continue to apply in respect of your use of the Services and Content prior to such termination or suspension.
2. **Restrictions.** You will not, and will not permit any third party to: (a) alter, modify, reproduce, or create derivative works of any Content or otherwise violate local or worldwide copyright laws in your use of our website and Content; (b) distribute, sell, resell, lend, loan, lease, license, sublicense or transfer any Content; or (c) use, alter, obscure or remove any copyright, trademark, or any other notices that are provided on or in connection with any Content. Magnestar has not verified the accuracy of, and will not be responsible for any errors or omissions

in, any Content provided by third parties through our website. You are granted no licenses or rights in or to any Content.

3. **Trademarks.** Certain names, graphics, logos, icons, designs, words, titles and phrases on our website, including “Magnestar” may constitute trademarks, trade-names, trade dress and/or associated products and services of Magnestar or its affiliates (the “**Marks**”), and are protected in Canada and internationally and their display on our website does not convey or create any licence or other rights in the Marks. Any use of any of the Marks, in whole or in part without prior written authorization of Magnestar or such third party is strictly prohibited. Other trademarks, trade names, trade dress and associated products and services mentioned on our website, or through the Services, may be the trademarks of their respective owners. The display of these trademarks, trade names, trade dress and associated products and services on our website does not convey or create any licence or other rights in these trademarks or trade names. Any unauthorized use of them is strictly prohibited.
4. **Unacceptable Use.** You will not (a) make our website, or the Services or the Content available to, or use our website, or the Services or the Content for the benefit of, anyone other than yourself, (b) sell, resell, license, sublicense, distribute, make available, rent or lease our website, the Services or the Content, or include our website, the Services or the Content in a service bureau or outsourcing offering, (c) use our website or the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party rights, including intellectual property rights and privacy rights, (d) use our website or the Services to send spam, or to store or transmit any virus, Trojan horse, worm, or other software, script or code, the effect of which is to permit unauthorized access to, or to alter, disable, encrypt, erase, or otherwise harm, any computer, systems, software or data (“**Malicious Code**”), (e) interfere with or disrupt the integrity or performance of our website or the Services, (f) attempt to gain unauthorized access to our website, the Services or the Content or their related systems or networks, (g) access or use any Magnestar intellectual property except as permitted under these Terms, (h) copy or make derivative works from all or any part of our website, the Services or the Content or any part, feature, function or user interface of our website, (i) frame or mirror any part of our website, the Services or the Content, or otherwise incorporate any portion of our website, the Services or the Content into any product or service, (j) access or use our website, the Services or the Content in order to build a competitive product or service or to benchmark with a non-Magnestar product or service, (k) reverse engineer our website, the Services, or any software used to provide them (to the extent such restriction is permitted by applicable laws), (l) access or use any part of our website, the Services or the Content that is (expressly or implicitly) not intended for use by you, (m) use any non-Magnestar automation code in relation our website, the Services or the Content (including any “bot” or “spider”), (n) collect or harvest any information from our website, the Services or the Content in a bulk or systematic way, (o) remove, alter, or obscure any proprietary notices on our website, the Services or the Content, (p) probe, scan, or test the vulnerability of our website or the Services or any network connected to them, or breach the security or authentication measures on them or on any network connected to them, (q) collect, harvest, reverse look-up, trace, or otherwise seek to obtain any information on any other user of or visitor to our website or the Services, (r) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of our website or the Services or any systems or networks connected to them, or (s) forge headers, impersonate a person, or otherwise manipulate identifiers in order to disguise your identity or the origin of any message you send to Magnestar or any other person on or through our website or the Services.
5. **Mobile Device Data Charges.** You are solely responsible for any data and wireless charges and similar fees associated with your use of our website or the Services through a mobile device.
6. **Reservation of Magnestar Rights.** Magnestar has and will retain all right, title and interest in and to our website, the Services and Content and the software and systems used to provide them (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights), and all copies, modifications and derivative works of any of them. You acknowledge that you are obtaining only a limited right to access and use our website and the Services. No rights are granted to you under these Terms other than as expressly set forth in these Terms.

7. **License to Use Your Feedback.** Where applicable, you grant to Magnestar and its affiliates a worldwide, perpetual, irrevocable, royalty-free, transferable, sublicensable (through multiple tiers) license to use and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by you. As mentioned in our Privacy Statement, any non-identifiable information gathered by us through your use of our website and the Services may be used by us for our own marketing, promotional and product development purposes and more specifically may be stored in a database and used by us to identify, customize and personalize user access, and assess utilization of our website and the Service. Such information may be shared with our affiliates, suppliers, licensors, partners and clients in furtherance of the forgoing purposes.
8. **Third Party Services.** Our website and the Services may allow you to access and use services provided by third parties, including when conducting transactions on our website or using a third-party electronic wallet service ("**Third Party Services**"). You are responsible for all fees and taxes that may be charged for the use of Third Party Services. You use any Third Party Services at your own risk. Magnestar makes no representations or warranties with respect to, nor does it guarantee or endorse, any Third Party Services. Magnestar does not guarantee the continued availability of Third Party Services, and Magnestar may disable a Third Party Service in Magnestar's sole discretion. Your dealings with the provider of any Third Party Services are solely between you and the provider of the Third Party Services. Accordingly, Magnestar expressly disclaims responsibility and liability for all Third Party Services, and you agree that Magnestar shall not be responsible for any loss or damage of any sort incurred as a result of any such dealings or as a result of your use of Third Party Services. If you have any issues with a Third Party Service, you must contact the provider of the Third Party Service directly.
9. **Links to Other Sites.** Our website, Services or Content provide links to websites of businesses that are in partnership with Magnestar that provide sustainable products and services. These sites have not necessarily been reviewed by Magnestar and are maintained by third parties over which Magnestar exercises no control. Accordingly, Magnestar expressly disclaims any responsibility for the content, the materials, the accuracy of the information, and/or the quality of the products or services provided by, available through, or advertised on these third-party websites. Moreover, these links do not imply an endorsement with respect to any third party or any website or the products or services provided by any third party.
10. **Content, Functionality and Access.** Magnestar may at any time, with or without notice, without liability, and for any reason (a) remove any Content from our website or the Services, (b) remove any functionality from our website or the Services, (c) change any functionality on our website or the Service, (d) modify our website, and (e) deny any person access to our website or the Services. Magnestar furthermore reserves the right to take any action related to our website, the Services or to Content that is required to comply with applicable law.
11. **Disclaimer of Warranties.** OUR WEBSITE, THE SERVICES AND THE CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE", AND MAY INCLUDE ERRORS, OMISSIONS, OR OTHER INACCURACIES. YOUR USE OF OUR WEBSITE, THE SERVICES AND THE CONTENT IS AT YOUR OWN RISK. MAGNESTAR DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, COVENANTS AND CONDITIONS (EXPRESS, IMPLIED OR STATUTORY) IN CONNECTION WITH OUR WEBSITE, THE SERVICES AND THE CONTENT, INCLUDING ANY WARRANTIES, REPRESENTATIONS, COVENANTS, CONDITIONS, OR OTHER TERMS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, PERFORMANCE, AND NON-INFRINGEMENT. MAGNESTAR MAKES NO REPRESENTATION OR WARRANTY OR ANY OTHER TERM THAT OUR WEBSITE, THE SERVICES OR THE CONTENT WILL OPERATE ERROR FREE OR IN AN UNINTERRUPTED FASHION, OR THAT OUR WEBSITE, THE SERVICES AND THE CONTENT WILL BE SECURE, OR THAT OUR WEBSITE OR ANY FILES OR INFORMATION THAT YOU DOWNLOAD FROM OUR WEBSITE, THE SERVICES OR THE CONTENT, WILL BE FREE OF MALICIOUS CODE. MAGNESTAR IS NOT RESPONSIBLE FOR THE SECURITY OF ANY INFORMATION TRANSMITTED TO OR FROM OUR WEBSITE OR THE SERVICES. MAGNESTAR MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT ANY THIRD PARTY WEBSITES OR RELATED CONTENT DIRECTLY OR INDIRECTLY ACCESSED THROUGH LINKS IN OUR WEBSITE, THE SERVICES OR CONTENT. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH OUR WEBSITE, THE SERVICES AND THE CONTENT IS TO STOP USING THEM.

12. **Limitation of Liability.** IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF MAGNESTAR (AND MAGNESTAR'S DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, SUPPLIERS AND AGENTS, AND THE PROVIDERS OF CHANNELS, THIRD PARTY SERVICES AND THIRD PARTY CONTENT, AND THE SUPPLIERS OF PRODUCTS) FOR ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS AND EXPENSES (INCLUDING LEGAL FEES AND EXPENSES) (COLLECTIVELY "**LOSSES**") TO YOU RELATED TO OUR WEBSITE, THE SERVICES OR THE CONTENT, OR THESE TERMS, EXCEED THE LESSER OF (A) THE DIRECT DAMAGES SUFFERED BY YOU, OR (B) \$100.
13. **No Claim for Certain Damages.** IN NO EVENT WILL MAGNESTAR (OR MAGNESTAR'S DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, SUPPLIERS OR AGENTS, OR THE PROVIDERS THIRD PARTY SERVICES AND THIRD PARTY CONTENT, AND THE SUPPLIERS OF PRODUCTS) BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR AGGRAVATED DAMAGES, OR FOR ANY LOSS OF REVENUE, SAVINGS, INCOME, BUSINESS, PROFIT, GOODWILL OR REPUTATION WHATSOEVER BASED ON ANY LEGAL THEORY (INCLUDING TORT OR NEGLIGENCE), AND EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.
14. **Some Disclaimers, Exclusions or Limitations May Not Apply.** In some circumstances, applicable law may not allow for limitations on certain implied warranties, or exclusions or limitations of certain damages. Solely to the extent that such law applies to you, some or all of the above disclaimers, exclusions or limitations may not apply to you.
15. **Indemnity.** You will indemnify and hold Magnestar (and Magnestar's directors, officers, employees, partners, suppliers and agents) harmless from all Losses arising from your use of our website, or the Services or the Content, or your breach of any of these Terms.
16. **Failure to Comply.** If you fail to comply with these Terms, then, without limiting any other right or remedy available to Magnestar, Magnestar may suspend or terminate your license to use all or any part of our website, or the Services or the Content.
17. **Export Controls.** These Terms are expressly made subject to any laws, regulations, orders or other restrictions on export from the United States of America (U.S.) or Canada of our website, or the Services or the Content, or any information about any of them, which may be imposed from time to time by the governments of the U.S. or Canada. You shall not export our website, or the Services or the Content, or any information about any of them without the prior written consent of Magnestar and compliance with such laws, regulations, orders and other restrictions. You represent and warrant that (a) you are not located in a country that is subject to a U.S. or Canadian government embargo, or that has been designated by the U.S. or Canadian government as a "terrorist supporting" country, and (b) you are not listed on any U.S. or Canadian government list of prohibited or restricted parties.
18. **Amendments.** The "last updated" legend above indicates when these Terms were last amended. Magnestar may unilaterally amend all or any part of these Terms at any time by updating these Terms on our website. We will provide you with notice of the proposed amendments by posting an amended version of these Terms with a new version date. We will include a link to the previous version of the Terms beneath the new version date. The amendments will take effect 30 days after the date on which the amended version is posted. Prior to that date, the previous version of the Terms will continue to apply. If you disagree with any amendments, you may refuse the amendments and cease using our website, the Services and the Content within the 30-day notice period. There will be no cost or penalty for doing so. If you continue to access or use our website, or the Services or the Content after the 30-day period, you thereby agree to the amended Terms. You agree to review these Terms regularly to determine your rights and responsibilities.
19. **Governing Law & Jurisdiction.** These Terms, and any dispute, controversy or claim arising under, out of, in connection with, or related to (a) our website, or the Services or the Content, or (b) these Terms, or their subject matter, negotiation, performance, renewal, termination, interpretation, or formation, shall be governed by and interpreted according to the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario, without regard to any conflicts of law rules that might apply the laws of any other jurisdiction. You and Magnestar each attorn to the exclusive jurisdiction of the courts of Ontario in respect of any such dispute,

controversy or claim, except that, notwithstanding the foregoing, (a) you agree that Magnestar shall be entitled to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction anywhere in the world restraining any breach, threatened or actual, of your obligations under any provision of these Terms, and (b) you agree that Magnestar shall be entitled to seek and be awarded an order from a court of competent jurisdiction anywhere in the world for the purpose of recognizing and enforcing any interim or final judgement, order, injunction, award or other relief granted or provided by the courts of Ontario, and you hereby waive any defence you might then have to the granting of such an order.

20. **Injunction.** You acknowledge that any breach, threatened or actual, of these Terms will cause irreparable harm to Magnestar, such harm would not be quantifiable in monetary damages, and Magnestar would not have an adequate remedy at law. You agree that Magnestar shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction anywhere in the world restraining any breach, threatened or actual, of your obligations under any provision of these Terms, and without the necessity of showing or proving any actual or threatened damage or harm, notwithstanding any rule of law or equity to the contrary. You hereby waive any requirement that Magnestar post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to Magnestar to enforce any provision of these Terms.
21. **Class Action Waiver.** Any proceedings to resolve or litigate any dispute, controversy or claim arising under, out of, in connection with, or related to (a) our website, the Services, and the Content, or (b) these Terms, or their subject matter, negotiation, performance, renewal, termination, interpretation, or formation, will be conducted solely on an individual basis. Neither you nor Magnestar will seek to have any such dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No proceeding will be combined with another without the prior written consent of all parties to all affected proceedings. If this class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, then this section will not apply to those parts.
22. **General.** If any provision of these Terms is unlawful, void, or unenforceable, then that provision shall be deemed severed from the remaining provisions and shall not affect the validity and enforceability of the remaining provisions. All rights and remedies of Magnestar granted or recognized in these Terms are cumulative, are in addition to and not in substitution for any rights or remedies at law and may be exercised at any time and from time to time independently or in any combination. In these Terms (a) references to currency are to the lawful money of Canada, (b) "person" includes individuals, corporations, partnerships, joint ventures, associations, trusts, unincorporated organizations, societies and all other organizations and entities recognized by law, and (c) "including" (and similar variations) means including without limitation. These Terms, together with any additional service terms presented on our website ("**Additional Service Terms**") represent the entire agreement between you and Magnestar with respect to use of our website, the Services, and the Content, and they supersede all prior or contemporaneous terms, agreements, communications and proposals, whether electronic, oral, or written between you and Magnestar with respect to any of the foregoing. Failure by Magnestar to insist on strict performance of any of the terms or conditions of these Terms or any Additional Service Terms will not operate as a waiver by Magnestar of that or any subsequent default or failure of performance. Magnestar's affiliates, Magnestar's directors, officers, employees, partners, suppliers, and agents are third party beneficiaries of the sections titled "Disclaimer of Warranties", "Limitation of Liability", "No Claim for Certain Damages" and "Indemnity". There are no other third-party beneficiaries of these Terms. You may not assign these Terms without the prior written consent of Magnestar. Magnestar may assign these Terms without restriction. These Terms will enure to the benefit of and will be binding on you and Magnestar and your and its respective successors and permitted assigns.