

SUSTAINABILITY IN ENERGY MICRO-CREDENTIAL PROGRAM COURSE TERMS AND CONDITIONS OF SERVICE

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- 2.6. **Sustainability In Energy Micro-Credential Program Enrolment Terms and Conditions**
- 2.7. Enrolment. To confirm Your enrolment You agree to the terms of this Agreement as part of the process to enable your Course login account, and upon Your acceptance of this Agreement You will become an Authorized User enrolled in the Course (the "Enrolled Course"). Your enrolment will be valid until March 31, 2024 (the "Term").
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- 7.2. You agree that You shall:
- 7.2.1. hold the Site in confidence and implement security measures to ensure there is no unauthorized Disclosure of the Site;
 - 7.2.2. change Your Authorized User Credentials when requested by geoLOGIC;
- 7.3. geoLOGIC cannot and will not be liable for any loss or damage arising from Your failure to comply with these obligations. geoLOGIC reserves the right to delete or change (with notice) a user name or password at any time and for any reason.

8. Additional Obligations

- 8.1. For the avoidance of doubt, You will not (a) use the Site to operate a service or business; or (b) use, transfer, distribute, or dispose of any information contained in the Site in any manner to compete with or disrupt the business of geoLOGIC or any of its Suppliers, or to develop products that compete with Site; (c) or link any Third Party site to the Site to prepare any derivative works from the Site; or (d) use any means to alter, disassemble, decompile, modify or reverse engineer any of the Site; (e) or modify the Site so as to defeat the Security of the Site; (f) or use any automatic or manual method to access, acquire, copy, or monitor any portion of the Site; (g) or attempt to gain unauthorized access to any portion or feature of the Site, including, without limitation, the account of any other Site user(s), or any other systems or networks connected to the Site or to any geoLOGIC server or to any of the services offered on or through the Site, by hacking, password "mining," or any other illegitimate or prohibited means; or (h) use any device, software, or routine to interfere with the proper working of the Site or any transaction conducted on the Site, or with any other person's use of the Site; or (i) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or geoLOGIC's systems or networks or any systems or networks connected to the Site; or (j) probe, scan, or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the

- Site or any network connected to the Site; or (k) use the Site to harvest or collect e-mail addresses or other contact information; or (l) forge headers, impersonate a person, or otherwise manipulate identifiers in order to disguise Your identity or the origin of any message or transmittal You send to geoLOGIC on or through the Site; or (m) reverse look-up, trace, or seek to trace any information on any other visitor to the Site; or (n) use the Site in an unlawful manner or in a manner that could damage, disparage, or otherwise negatively impact geoLOGIC or its Suppliers.
- 8.2. You may not use any of the trademarks, trade names, service marks, copyrights, or logos of geoLOGIC in any manner which creates the impression that such items belong to or are associated with You or are used with geoLOGIC consent, and You acknowledge that You have no ownership rights in and to any of such items.
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13. Miscellaneous

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- 13.2. Changes to the Course. geoLOGIC may, without advance notice to You, change the Course or add or delete Course Content at any time for any reason.
- 13.3. Injunctive Relief. You acknowledge and agree that any breach of any of this Course T&C by You would cause irreparable harm to geoLOGIC and the Suppliers for which damages would not be an adequate remedy. You, therefore, agree that, in the case of any breach or threatened breach by You of any of the terms and conditions of this Course T&C in any manner, including any use or Disclosure of the Course or Course Content in violation of this Course T&C, each of geoLOGIC and the Suppliers will, in addition to all other remedies available to geoLOGIC or such Suppliers, be entitled to an injunction or other equitable relief to remedy any such breach or threatened breach of this Course T&C or the continuation thereof, without posting a bond and without proof of actual damages or proof that damages would not be an adequate remedy.

- 13.4. Assignment. Your acceptance of these Terms of Service are personal to You and shall not be transferred to or assigned by You. geoLOGIC may at any time assign its rights under this Course T&C or delegate, sub-let or sub-contract its rights and obligations under this Course T&C to another company which is (a) an Affiliate of geoLOGIC or (b) a successor in interest (whether by merger, acquisition, asset purchase or otherwise) to all or substantially all of geoLOGIC's business to which this Course T&C relates.
- 13.5. Force Majeure. Neither Party shall be liable to the other or be deemed to be in breach of this Agreement for failure or delay in performing its obligations hereunder (other than an obligation to make payments) if such failure or delay is due to circumstances beyond the Party's reasonable control (including without limitation, acts of any governmental body or failure of the software or equipment of third parties, any failure of any third party to provide services in relation to the Internet, strike, lockout or other industrial action, act of God, war or threat of war, terrorist action, pandemic disease, accidental or malicious damage).
- 13.6. Governing Law; International Users. These Terms of Service are governed by the laws of the Province of Alberta. Users irrevocably consent to the exclusive jurisdiction and venue of the courts in the province of Alberta in any action or proceeding arising out of or relating to access to the site and use of any of the Products and these Terms of Service. Site is controlled, operated and administered by geoLOGIC from our offices within Canada. If You access Site from a location outside Canada, You are responsible for compliance with all local laws. You agree that You will not use the Site accessed through Site in any country or in any manner prohibited by any applicable laws, restrictions or regulations.
- 13.7. Survival. Your obligations with respect to geoLOGIC's Intellectual Property Rights, Ownership and the protection of all Course Content, Materials, and Digital Publications shall survive the termination of this Agreement.