



TERMS OF SERVICE AGREEMENT

1. AGREEMENT TO TERMS

These Terms of Service constitute a legally binding agreement made between you, whether personally or on behalf of an entity, and Western Jets Electrical Training Society (“WJETS”) concerning your access to and use of the WJETS Online Training Program (the “WJETS Training Program”)

You agree that by accessing the WJETS Training Program, you have read, understood, and agree to be bound by all of these Terms of Service as set below. If you do not agree with all of these Terms of Service, then you are expressly prohibited from using the WJETS Training Program and you must discontinue use immediately.

You must be at least eighteen (18) years of age before you can use the WJETS Training Program. By using the WJETS Training Program, you warrant that you are at least eighteen (18) years of age, and you legally adhere to this Agreement. WJETS assumes no responsibility for liabilities related to age misrepresentation.

2. USER REPRESENTATIONS

By using the WJETS Training Program, you represent and warrant that:

- a. all registration information you submit will be true, accurate, current, and complete;
- b. you will maintain the accuracy of such information and promptly update such information as necessary;
- c. you have the legal capacity and you agree to comply with these Terms of Service;
- d. you are not under the age of eighteen (18);
- e. you will not access the WJETS Training Program through automated or non-human means, whether through a bot, script, or otherwise;
- f. you will not use the WJETS Training Program for any illegal or unauthorized purpose;
and

- g. your use of the WJETS Training Program will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the WJETS Training Program (or any portion thereof).

3. INTELLECTUAL PROPERTY RIGHTS

- a. Unless otherwise indicated, the WJETS Training Program is the proprietary property of WJETS and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the WJETS Training Program (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of Canada.
- b. The Content and the Marks are provided on the WJETS Training Program “AS IS” for your information and personal use only. Except as expressly provided in these Terms of Service, no part of the WJETS Training Program and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.
- c. Provided that you are eligible to use the WJETS Training Program, you are granted a limited license to access and use the WJETS Training Program and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the WJETS Training Program, the Content and the Marks.

4. PROHIBITED ACTIVITIES

You may not access or use the WJETS Training Program for any purpose other than that for which WJETS makes the WJETS Training Program available. The WJETS Training Program may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the WJETS Training Program, you agree not to:

- a. systematically retrieve data or other content from the WJETS Training Program to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us;
- b. make any unauthorized use of the WJETS Training Program, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means

or under false pretenses;

- c. use the WJETS Training Program to advertise or offer to sell goods and services;
- d. circumvent, disable, or otherwise interfere with security-related features of the WJETS Training Program, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the WJETS Training Program and/or the Content contained therein;
- e. engage in unauthorized framing of or linking to the WJETS Training Program;
- f. trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords;
- g. make improper use of our support services or submit false reports of abuse or misconduct;
- h. engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools;
- i. interfere with, disrupt, or create an undue burden on the WJETS Training Program or the networks or services connected to the WJETS Training Program;
- j. attempt to impersonate another user or person or use the username of another user;
- k. sell or otherwise transfer your profile;
- l. use any information obtained from the WJETS Training Program in order to harass, abuse, or harm another person;
- m. use the WJETS Training Program as part of any effort to compete with WJETS or otherwise use the WJETS Training Program and/or the Content of same for any revenue-generating endeavor or commercial enterprise;
- n. decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the WJETS Training Program;
- o. attempt to bypass any measures of the WJETS Training Program designed to prevent or restrict access to the WJETS Training Program, or any portion of the WJETS Training Program;
- p. harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the WJETS Training Program to you;

- q. delete the copyright or other proprietary rights notice from any Content;
- r. copy or adapt the WJETS Training Program's software, including, but not limited to, Flash, PHP, HTML, JavaScript, or other code;
- s. upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the WJETS Training Program or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the WJETS Training Program;
- t. upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms");
- u. except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the WJETS Training Program, or using or launching any unauthorized script or other software; and
- v. disparage, tarnish, or otherwise harm, in our opinion, us and/or the WJETS Training Program.

5. USE OF PERSONAL INFORMATION

WJETS, and the WJETS Training Program, collects your personal information to provide and improve the training services it provides to you, researching and developing business planning, and/or promoting and marketing our services.

While using the WJETS Training Program, WJETS may, from time to time, and in its unfettered discretion, provide your personal information to various electrical training organizations, and unions, including, but not limited to:

- Vancouver Island IBEW Local 230;
- Northern BC & Yukon IBEW Local 993; and
- Kootenays IBEW Local 1003.

6. TERM AND TERMINATION

These Terms of Service shall remain in full force and effect while you use the WJETS Training Program.

WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF SERVICE, WJETS RESERVES THE RIGHT TO, IN THEIR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE WJETS TRAINING PROGRAM (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF SERVICE OR OF ANY APPLICABLE LAW OR REGULATION. WJETS MAY TERMINATE YOUR USE OR PARTICIPATION IN THE WJETS TRAINING PROGRAM OR DELETE [YOUR ACCOUNT AND] ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN WJETS' SOLE DISCRETION

In addition to terminating or suspending your account, WJETS reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

7. INDEMNITY

You agree to indemnify, save, defend, and hold harmless WJETs and the WJETS Training Program, its directors, officers, employees, and agents with respect to any claim, demand, cause of action, debt, or liability, of any nature whatsoever resulting from, arising out of, or relating to acts or omissions while using the WJETS Training Program.

8. GOVERNING LAW

These Terms of Service and your use of the WJETS Training Program are governed by and construed in accordance with the laws of the Province of British Columbia applicable to agreements made and to be entirely performed within the Province of British Columbia.