

Terms of Service

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Overview

This website (or mobile app) is operated by CircuitIQ. Throughout the site (or mobile app), the terms “we”, “us” and “our” refer to CircuitIQ. CircuitIQ offers this website (or mobile app), including all information, tools and services available from this site (or mobile app) to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/or purchasing something from us, or by downloading and using our mobile app, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site (or our mobile app), including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content.

Please read these Terms of Service carefully before accessing or using our website (or our mobile app). By accessing or using any part of the site, or any feature or function provided through our mobile app, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website, nor our mobile app, nor use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website, or by providing a link to our updated Terms of Service through our mobile app. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website, or our mobile app, following the posting of any changes constitutes acceptance of those changes.

Our store is hosted on Shopify Inc. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

Section 1 – Store and App Terms

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your

state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms will result in an immediate termination of your Services.

Section 2 – General Conditions

We reserve the right to refuse service to anyone for any reason at any time. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

Section 3 – Accuracy, Completeness and Timeliness of Information

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

Section 4 – Modifications to the Service and Prices

Prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

Section 5 – Products or Services

Certain products or services may be available exclusively online through the website, or exclusively through our mobile app. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy. We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

Whether you access any of our services through the website or through our mobile app, we (CircuitIQ) own and reserve all rights to our intellectual and industrial property, including but not limited to all copyright, patents, trademarks, designs, confidential information, and trade secrets embodied in our software and service offerings.

We (CircuitIQ) grant you a revocable, non-exclusive, non-transferable, limited license to interact with our website and to download, install, and use our mobile application, solely for the purpose of accessing and using CircuitIQ's products and services in accordance with these Terms, the Data Ownership Policy, and any applicable product documentation. Additional terms specific to the mobile application are set out in Section 22.

If you are a direct competitor to CircuitIQ, or an agent acting on behalf of a direct competitor, you may not access our services without an express, advanced, written consent, and if consent is provided, then only for the express purpose for which the consent is granted.

Accessing our services through our website or our mobile app for any other unauthorized purpose, such as copying our website or attempting to copy or reverse engineer our software, or otherwise infringing or attempting to infringe on any of our proprietary intellectual and industrial property rights, is strictly prohibited, and CircuitIQ reserves all rights to pursue appropriate legal remedies and damages.

Without limiting the generality of the foregoing intellectual property reservation, the use of CircuitIQ hardware, software, and related tools is subject to the product deployment and use restrictions set out in the Data Ownership Policy (as defined in Section 12), including any restrictions on permitted use by property type, restrictions on professional or commercial services, and related enforcement and verification provisions. In the event of a conflict between this Section and the Data Ownership Policy regarding the scope of permitted product or hardware use, the Data Ownership Policy shall prevail.

The purchase of CircuitIQ hardware does not transfer ownership of any embedded firmware, software, or logic. All firmware and software embedded in, installed on, or delivered with CircuitIQ hardware is licensed, not sold, and remains the exclusive property of CircuitIQ Inc. CircuitIQ reserves the right to update, modify, or restrict embedded firmware in accordance with these Terms and the Data Ownership Policy.

Except for the express licenses granted in these Terms and the Data Ownership Policy, no other license or right is granted to you by implication, estoppel, or otherwise under any intellectual property right owned or controlled by CircuitIQ.

Section 6 – Accuracy of Billing and Account Information

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

Section 7 – Optional Tools

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools “as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on

which tools are provided by the relevant third-party provider(s). We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

Section 8 – Third-Party Links

Certain content, products and services available via our Service may include materials from third-parties. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

Section 9 – User Comments, Feedback and Other Submissions

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, "comments"), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or

third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

To the extent any comments or submissions constitute or contribute to patentable inventions, copyrightable works, or other intellectual property, you hereby irrevocably assign to CircuitIQ all right, title, and interest in and to such intellectual property. You agree to execute any documents reasonably necessary to perfect such assignment. You also irrevocably waive, to the fullest extent permitted by applicable law, any moral rights in such submissions.

Section 10 – Personal Information and Data Handling

Your submission of personal information through any CircuitIQ product or service is governed by our Privacy Policy. The collection, storage, processing, cross-border transfer, retention, and deletion of data generated or processed through CircuitIQ products and services is additionally governed by the Data Ownership Policy referenced in Section 12. Where applicable, CircuitIQ complies with relevant privacy legislation, including PIPEDA (Canada) and applicable U.S. state privacy laws.

Section 11 – Errors, Inaccuracies and Omissions

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

Section 12 – Data Ownership and Use

The collection, ownership, licensing, use, storage, processing, retention, and deletion of all data collected, generated, or processed through CircuitIQ products, services, applications, tools, or platforms (“Data”) is governed by CircuitIQ’s Data Ownership document, as may be amended from time to time (the “Data Ownership Policy”).

The Data Ownership Policy is incorporated into these Terms of Service by reference and forms a binding part of this agreement. The current version of the Data Ownership Policy is available at [URL] and through the CircuitIQ mobile application. By using any CircuitIQ product or service, you acknowledge that you have reviewed, understood, and agreed to be bound by the Data Ownership Policy as it exists at the time of your use.

CircuitIQ reserves the right to update the Data Ownership Policy at any time. Updated versions take effect upon posting unless otherwise required by applicable law or a separate signed written agreement between you and CircuitIQ. It is your responsibility to review the Data Ownership Policy periodically for changes. Your continued use of any CircuitIQ product or service following the posting of changes to the Data Ownership Policy constitutes acceptance of those changes.

In the event of a conflict between these Terms of Service and the Data Ownership Policy with respect to the ownership, licensing, use, or handling of Data, the Data Ownership Policy shall prevail.

Section 13 – Prohibited Uses

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

In addition to the prohibited uses set out above, you are also bound by the prohibitions on reverse engineering, competitive use, data export, scraping, extraction, and related activities set out in the Data Ownership Policy (as defined in Section 12). These prohibitions apply to all users and visitors, including those accessing CircuitIQ websites, portals, applications, services, or documentation for any purpose. CircuitIQ reserves all rights to enforce these provisions to the fullest extent permitted by applicable law.

Section 14 – Disclaimer of Warranties; Limitation of Liability

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable. You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided “as is” and “as available” for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall CircuitIQ, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

Section 15 – Indemnification

You agree to indemnify, defend and hold harmless CircuitIQ and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys’ fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

Section 16 – Severability

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

Section 17 – Termination

The following Sections shall survive the termination or expiration of these Terms of Service for any reason: Section 5 (Products or Services, including all intellectual property reservations), Section 9 (User Comments, Feedback and Other Submissions), Section 12 (Data Ownership and Use, including the Data Ownership Policy incorporated therein), Section 13 (Prohibited Uses), Section 14 (Disclaimer of Warranties; Limitation of Liability), Section 15 (Indemnification), Section 16 (Severability), Section 19 (Governing Law), and Section 22.4 (Termination and Deletion).

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

Upon termination of these Terms of Service, your license to use the CircuitIQ mobile application is immediately revoked and you must comply with the deletion obligations set out in Section 22.4.

Section 18 – Entire Agreement

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

Section 19 – Governing Law

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Where the Data Ownership Policy (as defined in Section 12) is also incorporated into a separate signed written agreement between you and CircuitIQ, the governing law

provisions of that separate agreement shall apply to the Data Ownership Policy as between the parties to that agreement.

Section 20 – Changes to Terms of Service

You can review the most current version of the Terms of Service at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

If you access CircuitIQ's services primarily through the mobile application, you are equally responsible for reviewing the current Terms of Service at the URL provided within the application or on CircuitIQ's website.

Section 21 – Contact Information

Questions about the Terms of Service should be sent to us at info@circuitiq.com. Or Call 1-888-956-2283 (1-888-Y-LOCATE).

Section 22 – Mobile Application Terms

The following additional terms apply to your download, installation, and use of the CircuitIQ mobile application (the "App") obtained through the Apple App Store, Google Play Store, or any other authorized distribution platform (each, a "Platform"). These terms supplement, and do not replace, the other provisions of these Terms of Service. In the event of a conflict between this Section and any other Section of these Terms (other than Section 12, which shall prevail on data-related matters), this Section shall govern with respect to app-specific matters.

22.1 License Scope

Subject to your compliance with these Terms, CircuitIQ grants you a limited, non-exclusive, non-transferable, revocable license to download, install, and use the App on mobile devices that you own or control, solely for the purpose of accessing and using CircuitIQ's products and services in accordance with these Terms, the Data Ownership Policy (as defined in Section 12), and any applicable product documentation. This license applies to both online and offline use of the App, including the local collection, storage, and processing of data prior to synchronization with CircuitIQ's servers.

22.2 Updates

CircuitIQ may from time to time issue updates to the App, including bug fixes, feature changes, security patches, and modifications to functionality. You acknowledge that

such updates may be delivered automatically through the Platform without additional notice. Your continued use of the App following any update constitutes your acceptance of the updated App and any modified functionality. CircuitIQ is not obligated to provide any updates, maintenance, or support for the App, except as may be required by applicable law.

22.3 Device Data and Permissions

The App may request access to features and data on your mobile device, including but not limited to Bluetooth, location services, camera, local storage, and network connectivity, in order to enable its core functionality (including communication with CircuitIQ hardware such as Smart Mappers and Gateway Hubs). By granting such permissions, you consent to the App's collection and use of device-level data for the purposes described in CircuitIQ's Privacy Policy and Data Ownership Policy. You may revoke certain permissions through your device settings, but doing so may impair or disable App functionality.

22.4 Termination and Deletion

Upon termination of these Terms for any reason, your license to use the App is immediately revoked. You must promptly uninstall and delete all copies of the App from your devices. Any data stored locally on your device that has not been synchronized with CircuitIQ's servers prior to termination may be permanently lost. CircuitIQ is not responsible for the loss of unsynchronized data following termination.

22.5 Platform-Specific Terms

You acknowledge and agree that:

- These Terms of Service constitute an agreement between you and CircuitIQ Inc., and not between you and any Platform provider (including Apple Inc. or Google LLC). CircuitIQ, not the Platform provider, is solely responsible for the App and its content.
- The Platform provider has no obligation to furnish any maintenance or support services with respect to the App.
- In the event of any failure of the App to conform to any applicable warranty (to the extent any warranty is provided under these Terms), you may notify the Platform provider, and the Platform provider may refund the purchase price of the App (if any) to you. To the maximum extent permitted by applicable law, the Platform provider has no other warranty obligation whatsoever with respect to the App.

- CircuitIQ, not the Platform provider, is responsible for addressing any claims by you or any third party relating to the App or your possession and/or use of the App, including but not limited to: (a) product liability claims; (b) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection, privacy, or similar legislation.
- In the event of any third-party claim that the App or your possession and use of the App infringes a third party's intellectual property rights, CircuitIQ, not the Platform provider, will be solely responsible for the investigation, defence, settlement, and discharge of any such claim.
- The Platform provider and its subsidiaries are third-party beneficiaries of these Terms of Service as they relate to your license of the App. Upon your acceptance of these Terms, the Platform provider will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof.

22.6 In-App Purchases and Platform Billing

If you make any purchase through the App using a Platform's payment system, such transaction is additionally subject to the Platform's terms of service and payment policies. Refund requests for purchases processed through a Platform's payment system must be directed to the Platform provider in the first instance. For purchases made directly through CircuitIQ outside of a Platform's payment system, CircuitIQ's billing and refund terms in Section 6 apply.