

Terms and Conditions - Website

1. GENERAL.

1.1 Hello there! We are Taiga Motors Inc. (“Taiga”, “we”, “us” or “our”). We maintain the website <https://taigamotors.com> (the “Website”). These terms and conditions are an agreement between you and us and are applicable for as long as you are using our Website, and enter into force at the earliest of the moment at which you (1) accept these Terms and Conditions; (2) use and access our Website, or (3) the earliest moment which is recognized by the applicable laws where you are located.

1.2 Your access and use of the Website and the messages, information, data, text, graphics, images, photographs, illustrations, software or other content available through the Website (collectively, the “Content”) is subject to these terms and conditions (“Terms and Conditions”) and all applicable laws. By entering into these Terms and Conditions, you accept, without limitation or qualification, the Terms and Conditions. If you do not agree to abide by the Terms and Conditions, please immediately refrain from accessing or using the Website and its Content and delete any Content downloaded from the Website.

1.3 If you have questions about any of these Terms and Conditions, please contact us at:

Taiga Motors Inc.
480 Lafleur Avenue, Lasalle, QC H8R 3H9, Canada
514-369-7617
info@taigamotors.ca

2. DISCLAIMERS AND LIMITATION OF LIABILITY.

2.1 While Taiga strives to include up to date and accurate information on the Website, the Website and the Content, to the maximum extent permitted by applicable law, are provided on an “AS IS” and as available basis, and any access to, use of, modification to or reliance on the Website and the Content shall be at your sole risk. Taiga and its partners, licensors, agents, content providers, service providers, employees, officers, directors or representatives (“Taiga Representatives”) in no way warrant the accuracy of such information, nor do Taiga or Taiga Representatives assume any liability or responsibility for any errors or omissions contained on the Website, as Taiga and Taiga Representatives cannot and do not guarantee and do not make any, and expressly disclaim, all representations, warranties, covenants and conditions, express or implied, by operation of law or otherwise, with respect to the Website or Content, including: (i) any implied warranties and conditions of merchantability, merchantable quality, or fitness for any particular purpose, or non-infringement, or any implied representations or warranties arising out of course of performance, course of dealing or usage of trade; (ii) that the Website or Content will meet your (or your organization or company’s) requirements or will be compatible with your or your organization or company’s computer or related equipment or software; (iii) that the Website or Content is accurate, valid, reliable, authentic, current, or complete; (iv) that the Website will continue to operate, operate without interruptions or be error-free; or (v) that your browsing of materials displayed on the Website will not infringe rights of third parties not owned by Taiga.

Claims made with respect to our products are made in good faith and based on all reasonable information available to Taiga at the time of testing. These claims are not, however, indicative of performance and specifications of our products altogether. The metrics we present (such as weight, range, speed, acceleration and battery life) depend on several variables such as the environment, terrain, weather conditions, as well as local regulations and the final build

of the ordered product. We make performance claims on an informational purpose only and disclaim that our products will meet these standards in any and all circumstances.

2.2 Your browsing of the Website is done at your own risk. Neither Taiga nor any other party (including Taiga Representatives) involved in creating, producing, or delivering the Website shall be liable for any loss or damage whatsoever (including direct, incidental, consequential, indirect, exemplary, special, or punitive damages) arising out of, or in connection to, your access to, or use of, or any inconvenience, delay of access or use to, the Website, the Content, the User Modifications, any content of any linked Website, or failure of such sites (including damages suffered as a result of omissions or inaccuracies in such Website or content, or the transmission of confidential or sensitive information to or from such sites), even if Taiga or Taiga Representatives have been advised of the possibility of such damages or loss or if such damage or loss was foreseeable.

3. CHANGES TO THE WEBSITE.

3.1 Taiga may at any time revise these Terms and Conditions in the event of changes in applicable law and regulatory requirements, to adapt to new technologies, functionalities, or otherwise based on our legitimate business needs or if there are changes to our business practices. Such notice will be provided through the Website. If you are not happy with those changes, you will be bound by the version of these Terms and Conditions in force at the moment when you give us your consent. If any term, condition or any change to the Terms and Conditions is not acceptable to you, you must discontinue the use of the Website immediately. The Terms and Conditions apply exclusively to your use of the Website and do not alter the terms or conditions of any other agreement you may have with Taiga.

3.2 Taiga may, at any time without notice or liability, and for any reason whatsoever, terminate, change, suspend or discontinue any aspect of the Website. Taiga reserves the right, in its sole discretion, to correct any errors or omissions in any portion of the Website at any time without notice, but confirms that it has no duty to do so. Taiga and its service providers will also have the right to terminate your use of the Website as set out below under the heading "Termination of Use".

4. COMMUNICATIONS.

4.1 Subject to any applicable law (and, in the case of personal information, the requirements of the Privacy Policy (as defined at Section 9.1)) and the terms of any other agreements entered into with Taiga, any communications sent by you via the Website or via email, whether solicited by Taiga or otherwise, are on a non-confidential basis, and Taiga shall be free to use and disclose the content of any such communication, including any ideas, inventions, concepts or know-how disclosed therein, for any purpose including developing, manufacturing and/or marketing goods and services. You agree to not assert any ownership right of any kind in such communications (including copyright, trademark, patent, unfair competition, moral rights, or implied contract) and you hereby waive such moral rights in favour of Taiga as well as the right to receive any financial or other consideration in connection with such communication.

4.2 All information you submit via our Website needs to be exact, up-to-date and complete.

4.3 While the Website and Content provide information regarding the products and services offered by Taiga, no part of the Website or Content constitutes an offer for the sale of products or the provision of services. Any sale or provision of Taiga products and services shall be subject to a separate contractual agreement. No contractual terms or conditions communicated by you via the Website shall form part of the contract for the purchase or provision of products and services unless expressly incorporated therein.

5. PERMITTED USES.

5.1 You are granted a non-exclusive, non-transferable, non-sub-licensable, revocable, limited license to copy, download, display on your computer, print, and use the Content only for informational purposes and solely for: (a) your own personal use; or (b) your organization's or company's internal use. Except as provided herein, no other use is permitted. The foregoing shall not be interpreted such as to restrict the use of social media for sharing the Content.

5.2 All rights, titles and interests not expressly granted by the Terms and Conditions are reserved to Taiga.

6. RESTRICTED USES.

6.1 You may use the Website only for fair and lawful purposes and in accordance with applicable law, without malicious intent and without causing any breach of security, including unauthorized access, breach of confidentiality, breach of integrity, or breach of availability (for example, through denial of service attacks).

6.2 You may not, without the written permission of Taiga, “mirror” any Content on any other server.

7. PROPRIETARY CONTENT AND INFORMATION.

7.1 You agree that all Content is protected by copyright (either registered or arising at common law or under the applicable civil law) and owned or controlled by Taiga or its licensors, as applicable. You shall acknowledge the source of any Content used by you in accordance with the Terms and Conditions.

7.2 Any unauthorized copying, redistribution, reproduction or modification of the Website or the Content by any person may be a violation of trade-mark and/or copyright laws and could subject such person to legal action. You agree to comply with all copyright laws worldwide in your use of the Website and the Content and to prevent any unauthorized copying of the Content.

7.3 Certain names, words, titles, phrases, logos, icons, graphics or designs in the Website, including without limitation Taiga, the Taiga logo, constitute trade-marks, trade names, trade dress and/or associated products and services of Taiga, its partners, any licensor, content provider, service provider or contractor of Taiga or any other third party (collectively the “Marks”) and may be protected in Canada or elsewhere and their display on the 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, that are accessible via the Website without prior written authorization of Taiga or such third party, as applicable, is strictly prohibited. You may not register domain names that correspond to the Marks.

7.4 We respond to notices of alleged copyright infringement under the United States Digital Millennium Copyright Act (“DMCA”). If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Website, please notify Taiga’s copyright agent, as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing:

- An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
- Identification of the copyrighted work that you claim has been infringed;
- Identification of the material that is claimed to be infringing and where it is located on the Website;
- Information reasonably sufficient to permit Taiga to contact you, such as your address, telephone number, and, email address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
- A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

Attn: DMCA Notice

Taiga Motors Inc.

480 Lafleur Avenue, Lasalle, QC H8R 3H9, Canada

info@taigamotors.ca

8. LINKED WEBSITE AND FRAMING.

8.1 Certain links on the Website may take you to another Website, such as social medias. Taiga provides these links for information purpose only. Taiga is not responsible for the content of any such linked pages. Taiga makes no representation or warranty regarding, and does not endorse or approve, any linked Website, the information appearing thereon or any of the products or services described. Should you leave the Website via a link contained herein, and view content that is not provided by or on behalf of Taiga, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses and other destructive elements.

8.2 You are granted a limited, non-exclusive right to create a hyperlink to the Website. You agree that if you link another Website to the Website, such other Website shall not (a) create frames around any part of the Website or use other techniques that alter the visual presentation of the Website; (b) imply that Taiga is endorsing you or any other person (including your organization or company), or you or such other person's products or services; (c) without the prior written consent of Taiga, imply an affiliation between you or any other person, or you or such other person's products or services and Taiga; (d) misrepresent the relationship of you or any other person with Taiga or present false, misleading, derogatory, defamatory or otherwise damaging information or impressions about Taiga or any of its products or services; or (e) contain materials that may be interpreted as distasteful, harmful, offensive, or inaccurate, or are otherwise in breach of the Terms and Conditions (including Section 6 (Restricted Uses)).

9. PRIVACY.

9.1 To the maximum extent permitted by applicable law, by using the Website, you consent to Taiga's Website - Privacy Policy (the "Privacy Policy").

10. JURISDICTION.

10.1 The Website is hosted on servers residing in Canada and the Website is controlled by Taiga from the Province of Quebec, Canada. By accessing the Website, you agree that this agreement is formed in the Province of Quebec, Canada, and that all matters relating hereto shall be governed by the laws applicable in the Province of Quebec, without regard to the conflicts of laws principals thereof.

(This Section 10.2 is not applicable to Canadian consumers)

10.2 To the maximum extent permitted under applicable law, you and Taiga agree to waive any right to a jury trial, or the right to have any dispute arising from these Terms and Conditions or from your use of the Website resolved in any court, and instead accept the use of binding arbitration. Any dispute, controversy or claim arising out of or relating to these Terms and Conditions, including any question regarding their existence, interpretation, validity, breach or termination or the business relationship created by it, shall be referred to and finally resolved by arbitration under the Canadian Arbitration Association Arbitration Rules. The place of the arbitration shall be Montreal, Quebec, Canada. You and Taiga empower the arbitrator with the exclusive authority to resolve any dispute relating to the interpretation, applicability or enforceability of these terms or formation of this contract, including the arbitrability of any dispute and any claim that all or any part of these terms are void or voidable.

11. TERMINATION OF USE.

11.1 If you breach any provision of the Terms and Conditions, then you may no longer use the Website or the applicable Content that is made available through the Website. Taiga, in its discretion, shall determine whether the Terms and Conditions have been violated.