Aquatic Informatics

Training Program – Terms & Conditions

(Last revision: June 10, 2026)

These Terms & Conditions apply to all event, education programs (i.e., conferences, trainings, events, workshops, and webinars) offered by Aquatic Informatics ULC and/or any of its affiliates ("**AQI**"), whether delivered online, in person, or in a hybrid format (each, a **"Training"**). By registering for or participating in a Training, the participant (**"Participant"**) agrees to these Terms & Conditions. These Terms & Conditions apply exclusively to Trainings and apply in addition to any other agreements or contractual arrangements between the parties, without replacing, amending, or otherwise affecting the terms and conditions applicable to any other offerings or services, including separate SaaS, software, or professional services offerings.

1. Training provider and format

1.1. AQI offers Training programs that may be delivered online (live or recorded), in person at designated locations, or in a hybrid format combining in-person and virtual participation. AQI may engage third-party consultants or subject-matter experts to develop materials and deliver Training. Specific delivery details, including format, dates, times, and access or location information, will be communicated prior to the Training.

1.2. AQI reserves the right to make reasonable changes to the schedule, format, instructors, venue, or agenda.

2. Registration and confirmation

2.1. Registration is required for all Training offerings and may be subject to capacity limits. Registrations are valid for the individual Participant only and may not be transferred without AQI's prior written approval unless otherwise stated.

2.2. Registration is completed once AQI, or its authorized registration platform, issues written confirmation.

2.3. AQI reserves the right to accept, reject, revoke, or limit registrations at its discretion, including without limitation, where eligibility requirements are not met or participation may reasonably disrupt the Training.

3. Fees and payment

3.1. Unless expressly stated otherwise, Training fees are payable in advance and are exclusive of applicable taxes, which will be added as required by law. Failure to complete payment may result in cancellation of the registration.

4. Cancellation/No-show by Participant

4.1. **For single-day or multi-day in-person instructor-led live Trainings:** Unless otherwise stated in the applicable Training description, Participant cancellations more than 60 days before the Training date are eligible for a 50% refund, and cancellations less than 60 days before the Training date are non-refundable. Participant substitutions are permitted at no charge, provided written notice to the email address provided in the registration confirmation notification is received at least five (5) days prior to the Training start date. AQI may, at its discretion, accommodate substitution requests received less than five (5) days prior to the Training start date where reasonably practicable, but does not guarantee that such requests can be accommodated. Participants who fail to attend without prior cancellation ("no-shows") are not entitled to a refund or credit.

4.2. **For single-day or multi-day remote instructor-led live Trainings:** Unless otherwise stated in the applicable Training description, remote Training cancellations are non-refundable. Participant substitutions are permitted at no charge, provided written notice to the email address provided in the registration confirmation notification is received at least five (5) days prior to the Training start date. Participants who fail to attend ("no-shows") are not entitled to a refund or credit.

4.3. **For all other Trainings:** For all other Trainings, including Trainings that are not instructor-led live Trainings (whether delivered in person or remotely/online), including but not limited to pre-recorded webinars, on-demand education, and certification programs, registrations are non-refundable and non-transferable, unless otherwise stated in the applicable Training description. Participants who fail to attend ("no-shows") are not entitled to a refund or credit.

4.4. Any statutory cancellation or refund rights that may apply to a Participant under applicable consumer protection laws shall apply solely to the minimum extent required by such laws. To the fullest extent permitted by applicable law, all fees are non-refundable in accordance with this Section 4.

5. Cancellation or rescheduling by AQI

5.1. Certain Trainings may require a minimum number of Participants to proceed. If minimum enrolment is not met, AQI may cancel or reschedule the Training and will notify registered Participants in advance where practicable. In the event of cancellation or material rescheduling by AQI, Participants will be offered either a full refund or the option to transfer registration to a future or alternative Training.

5.2. For purposes of these Terms & Conditions, a "material rescheduling" means (i) moving the start date of the Training by more than five (5) business days, or (ii) changing the Training format from in-person to online-only or from online-only to in-person, or (iii) changing the in-person Training location to a site more than fifty (50) miles from the originally designated location. Changes to agenda sequencing, breaks, specific session times within the Training day, or substitution of instructors (including use of third-party consultants or subject-matter experts) will not, by themselves, constitute a material rescheduling.

6. Participant responsibilities and conduct

6.1. Participants are responsible for ensuring they meet any stated prerequisites, provide accurate registration information, arrive on time, and comply with all applicable codes of conduct, safety requirements, venue rules, and platform policies. For in-person or

hybrid Trainings, Participants acknowledge that attendance involves inherent risks associated with travel and onsite presence and assume responsibility for their own safety and personal belongings. AQI shall have no liability for any loss, injury, damage, or incident arising in connection with such attendance. AQI reserves the right to remove a Participant from a Training, without refund and without liability, where the Participant's behavior is disruptive, unsafe, or non-compliant with applicable requirements.

7. Online participation disclaimer

7.1. For online or hybrid Trainings, AQI is not responsible for interruptions caused by Participant connectivity issues, hardware or software incompatibilities, or platform outages outside AQI's reasonable control. AQI is not obligated to continue, reschedule, or otherwise remedy any affected session, but may, at its discretion, make reasonable efforts to do so where feasible.

8. Access to AQI platforms and software

8.1. Where a Training involves access to Aquatic Academy or other AQI platforms or software environments, such access is provided solely for Training and learning purposes, is limited to the duration of the Training, and is subject to AQI's applicable Acceptable Use Policy, attached to these Terms & Conditions, which is incorporated by reference into these Terms & Conditions. By accessing or using Aquatic Academy or any AQI platform in connection with a Training, Participant agrees to comply with the applicable Acceptable Use Policy, as may be updated from time to time. AQI may require acceptance of the Acceptable Use Policy through electronic, written, or other means as a condition to granting or continuing access.

8.2. Login credentials are issued for individual use only, are non-transferable, and may be revoked at the conclusion of the Training or upon withdrawal or removal from the Training. No continuing access, license, ownership interest, or other rights in or to any AQI software, platforms, or content are granted beyond the scope and duration of the Training.

8.3. AQI retains all right, title, and interest (including all intellectual property rights) in and to the Aquatic Academy platform, AQI software, platform content, underlying code, algorithms, interfaces, data structures, documentation, and all derivatives, improvements, and enhancements thereof, whether created by AQI or suggested by Participant feedback. Participant acknowledges that access to AQI platforms does not grant any ownership interest or license beyond the limited right to use the platform during the Training as expressly authorized herein. Participant shall not acquire any rights by implication, estoppel, or otherwise. All such rights are expressly reserved to AQI and its licensors.

9. Training materials and intellectual property

9.1. All Training materials, including presentations, recordings, documentation, exercises, videos, and platform content, are the intellectual property of AQI or its licensors. Participants may use such materials solely for their internal, non-commercial learning purposes and may not copy, record, distribute, publish, share, or create derivative works without AQI's prior written consent. Reverse engineering, decompiling, or attempting to derive proprietary logic from AQI software, platform, or Training content is prohibited. Recording of any Training sessions or redistribution of materials is not permitted unless expressly authorized in writing. For avoidance of doubt, Participants

may not use any automated or AI-enabled tool (including without limitation meeting assistants, transcription services, screen capture tools, or “note-takers”) to record, transcribe, summarize, or otherwise capture any portion of the Training sessions or Training materials, or to upload or input any Training content into any generative AI system, unless expressly authorized in writing by AQI.

9.2. Participant acknowledges that unauthorized recording or redistribution: (a) causes immediate and irreparable harm to AQI for which monetary damages are an inadequate remedy, and AQI shall be entitled to seek injunctive relief and specific performance without posting bond; (b) constitutes a material breach entitling AQI to immediately terminate Participant's access to the Training and all AQI platforms without refund; (c) obligates Participant to immediately remove, delete, and cease distribution of any unauthorized recordings upon AQI's written demand, and to provide AQI with written certification of compliance within 5 business days. Participant shall promptly notify AQI if Participant becomes aware of any unauthorized recording or redistribution by any third party.

10. Participant Contributions and Feedback

10.1. Participant hereby irrevocably assigns, transfers, and conveys to AQI all right, title, and interest (including all intellectual property rights, copyrights, and moral rights) in and to any feedback, suggestions, ideas, enhancement requests, comments, questions, case studies, examples, use cases, diagrams, configurations, scripts, code, data, recordings, or other materials or contributions created, submitted, or shared by Participant during or in connection with the Training ("Participant Contributions"), whether provided orally, in writing, electronically, or through the platform.

10.2. To the extent any rights in Participant Contributions cannot be assigned under applicable law, Participant grants AQI a perpetual, irrevocable, worldwide, royalty-free, fully paid-up, transferable, sublicensable license to use, reproduce, modify, create derivative works from, distribute, publicly display, publicly perform, and otherwise exploit Participant Contributions for any purpose, including product development, marketing, training, research, and commercialization, without restriction or obligation to Participant.

10.3. To the fullest extent permitted by law, Participant irrevocably waives and agrees not to assert any moral rights, attribution rights, or rights of integrity in Participant Contributions.

10.4. Participant acknowledges that no compensation or consideration (beyond access to the Training) is owed for Participant Contributions, and AQI has no obligation to use, implement, or acknowledge Participant Contributions.

10.5. Participant represents and warrants that Participant has the full right and authority to assign or license Participant Contributions as set forth above, and that Participant Contributions do not infringe any third-party intellectual property rights or violate any confidentiality obligations.

11. Disclaimer

11.1. Training content is provided solely for educational and informational purposes and does not constitute professional, technical, legal, or regulatory advice. AQI makes no representations or warranties regarding any specific outcome, result, or performance arising from participation in a Training, and completion of a Training does not confer any professional qualification, certification, or regulatory approval.

12. Limitation of liability

12.1. To the maximum extent permitted by law, AQI shall not be liable for any indirect, incidental, special, exemplary, or consequential damages, or for any loss of profits, revenue, data, business, goodwill, or business interruption, arising out of or in connection with the Training, whether in contract, tort (including negligence), strict liability, or otherwise, even if advised of the possibility of such damages.

12.2. To the maximum extent permitted by law, AQI's total aggregate liability arising out of or in connection with the Training shall not exceed the fees actually paid to AQI for the applicable Training giving rise to the claim. The foregoing limitations apply to all claims of any kind, including third-party claims.

12.3. Nothing in these Terms & Conditions excludes or limits liability that cannot be excluded or limited under applicable law, including liability for gross negligence or willful misconduct.

12.4. AQI shall not be liable for any travel, accommodation, cancellation, or other costs and expenses incurred by Participants, except to the extent expressly required by applicable law.

13. Confidentiality, Data, Privacy

13.1. In connection with the Training and access to AQI platforms, the Participant may receive or have access to non-public, proprietary, or confidential information relating to AQI, its affiliates, products, software, training materials, or business ("Proprietary Information"), whether or not marked as confidential. The Participant agrees to keep such Proprietary Information confidential, to use it solely for purposes of participating in the Training, and not to disclose, reproduce, or use it for any other purposes without AQI's prior written consent.

13.2. To the extent the Participant provides personal data to AQI in connection with the Training, the Participant confirms it is authorized to do so, and AQI shall process such data in accordance with its applicable Privacy Policy located at Privacy Policy - Aquatic Informatics incorporated herein by reference.

13.3. In connection with the Training and use of AQI platforms, AQI may collect and process technical, usage, and interaction data relating to the Training and platform access. AQI may use such data, including but not limited to in aggregated or anonymized form, for purposes of operating, supporting, securing, analyzing, and improving its training offerings, platforms, and related services.

14. Modification

14.1. AQI may update these Terms & Conditions from time to time. Any modifications will apply prospectively and will not affect Trainings already confirmed, unless required by law. No change to or modification of these Terms & Conditions shall be binding upon AQI unless in a written instrument specifically referencing that it is amending these Terms & Conditions and signed by an authorized representative of AQI.

15. No Waiver

15.1. Failure or delay by AQI to enforce any provision of these Terms & Conditions shall not constitute a waiver of such provision or of any other rights.

16. Severability

16.1. If any provision of these Terms & Conditions to any extent is declared invalid or unenforceable, the remainder of these Terms & Conditions will not be affected thereby and will continue to be valid and enforceable to the fullest extent permitted by law.

17. Assignment

17.1. Participants may not assign or transfer their rights or obligations under these Terms & Conditions without AQI's prior written consent. AQI may assign or transfer its rights and obligations under these Terms & Conditions, in whole or in part, to a third party and/or any of its affiliates without notice to the Participant.

18. Force Majeure

18.1. AQI shall not be liable for any failure or delay in performance due to events beyond its reasonable control, including but not limited to acts of God, governmental actions, pandemics, labor disputes, power or internet outages, travel disruptions, or failure of third-party platforms or venues.

19. Governing law and jurisdiction

19.1. These Terms & Conditions and any dispute arising out of or in connection with the Training shall be governed by the laws of the State of Colorado, USA, without regard to its conflict-of-law rules. Any dispute not resolved amicably may be brought before the courts of competent jurisdiction in the State of Colorado, USA; however, AQI may, at its option, also bring proceedings against the Participant in the courts of the jurisdiction where the Participant has its principal place of business or residence.

20. Entire agreement

20.1. These Terms & Conditions together with the applicable training description and registration confirmation issued by AQI, constitute the entire agreement between AQI and the Participant with respect to the Training and supersede all prior or contemporaneous communications, descriptions, or representations relating to the Training.

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Aquatic Informatics

Acceptable Use Policy

(Last revision: May 11, 2026)

Scope and Applicability
This Acceptable Use Policy (”AUP”) governs Customers’ use of all products and services (collectively “Services”) provided by Aquatic Informatics ULC with its registered business address at Unit 1010, 601 West Hastings Street, Vancouver, BC V6B 1M8 and/or any of its affiliates (“AQI”).

By accessing or using the Services, Customer and its authorized users or other authorized users (“You”) acknowledge and agree to comply with the most current version of this AUP. AQI may modify or update this AUP from time to time by publishing a revised version on its website.

This AUP is incorporated by reference into, and forms part of, any agreement between You and AQI that refers to the AUP ("Agreement"). You agree and acknowledge that the scope of your access and use is subject to the terms and conditions of the Agreement, and may be limited in purpose, duration, and scope. Capitalized terms used but not defined in this AUP have the meaning given in the applicable Agreement between You and AQI.

Prohibited Actions and Content
You may not use, or encourage, promote, facilitate or instruct others to use the Services for any illegal, harmful or offensive use, or to transmit, process, store, display, distribute or otherwise make available content that is illegal, harmful, offensive or violates community norms, or compromises AQI’s reputation.

Prohibited activities include, without limitation, using the Services, or facilitating or permitting others to use the Services, in any of the following ways:

- in violation of the terms of the Agreements with AQI, applicable laws and regulations;
- for any illegal, deceptive, or fraudulent activity;
- terms of this AQI Acceptable Use Policy;
- to violate or attempt to compromise third-party rights, including but not limited to
- privacy and intellectual property rights;
- to violate the security, integrity, or availability of any user, network, computer or
- communications system, software application, or network or computing device;
- to interfere with the availability, performance, or integrity of the Services;
- to introduce, transmit, upload, or otherwise distribute viruses, malware, Trojan
- horses, worms, spyware, ransomware, or any other harmful or malicious code;
- to distribute, publish, send, or facilitate the sending of unsolicited mass email or
- other messages, promotions, advertising, solicitations (spam);
- to damage or undermine AQI’s security posture or reputation.

Compliance with Laws
You agree to comply with all applicable laws and regulations in connection with Your use of

the Services, including all data protection laws and regulations that may apply to You.

Monitoring and Enforcement
You are solely responsible for exercising supervision and control over the use of the Services according to this AUP. AQI may investigate any suspected violation of this AUP and remove or disable access to any content or resource that violates this AUP.

Violations
You agree to cooperate with AQI to promptly remedy any violation of this AUP. Your violation of this AUP will be considered a material breach of the Agreements governing Your use of the Services. AQI may suspend or terminate access to the Services immediately, without notice, refund, or liability, for any violation of this AUP.

Reporting of Violations
You must promptly report any violation of this AUP to the relevant AQI Account Manager.

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