

WEBSITE TERMS OF USE

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1. INTRODUCTION AND ACCEPTANCE

Welcome to www.breathepk.com, a website owned and operated by [BPK Industries Inc.] ("BreathePK", "Breathe Parkour", "Our", "Us" or "We"). These website terms of use ("Terms of Use") contain the legal terms and conditions that govern your use of www.breathepk.com, all other sites owned and operated by BreathePK that redirect to www.breathepk.com and all subdomains (collectively, the "Website").

By using the Website, you agree, without limitation or qualification, to be bound by these Terms of Use and such other additional or alternative terms, conditions, rules and policies including, without limitation, the Privacy Statement (as defined below), which are displayed or to which you may be directed in connection with any particular Website or any of the services available on the Website, all as may be modified by Us from time to time in Our sole discretion. **If you do not agree to the Terms of Use, then you must discontinue accessing and/or using the Website.**

BreathePK reserves the right to modify the Terms of Use at any time and from time to time and in its sole discretion, and each such modification shall be effective upon posting on the Website. All material modifications will apply prospectively only. Your continued use of the Website following any such modification constitutes your agreement to be bound by and your acceptance of the Terms of Use as so modified. It is therefore important that you review the Terms of Use regularly. If you do not agree to be bound by such modified Terms of Use, you must discontinue accessing and/or using the Website immediately.

2. PRIVACY

BreathePK values and respects your privacy. We collect personal information through our website only when you choose to provide it to us through our contact information page. Such personal information will be collected and used in accordance with BreathePK's privacy policy, a copy of which is available here:

Breathe Parkour (BPK Industries Inc) takes your privacy seriously. All credit card and profile information is stored securely using the latest encryption technology.

It is acknowledged that the space is monitored by camera 24/7 and that video is available online. Other media may be produced while at Breathe that may be used in advertising, promotional, or other purposes.

3. WEBSITE CONTENT

We do not represent or warrant that any of the content or materials presented on the Website are appropriate or available for use in other locations or jurisdictions. If you access the Website from a jurisdiction other than Canada, you agree that you do so on your own initiative, and are responsible for compliance with local laws. ● SHALL NOT BE LIABLE REGARDLESS OF THE CAUSE OR DURATION, FOR ANY ERRORS, INACCURACIES, OMISSIONS OR OTHER DEFECT IN, THE INFORMATION CONTAINED WITHIN THE WEBSITE.

4. MODIFICATION OF THE WEBSITE

BreathePK reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website or any part thereof, with or without notice. BreathePK shall not be liable to you or to any third party for any modification, suspension or discontinuance of such Website. BreathePK may establish general practices and limits concerning use of the Website.

5. BPK Industries Inc INTELLECTUAL PROPERTY

All materials available through the Website, including, but not limited to, text, images, illustrations and other data, are protected by copyrights which are owned or licensed by BreathePK. BreathePK reserves all rights not granted in and to the content and materials available on the Website. You may not reproduce, perform, create derivative works from, republish, transmit, or distribute in any way whatsoever any materials from the Website without Our prior written permission.

6. RIGHTS TO USE THE WEBSITE

Subject to the terms and conditions set forth in the Terms of Use, BreathePK grants you a non-exclusive, royalty-free, revocable, non-transferable, limited right to access and use the Website in accordance with the Terms of Use. You agree that you will not use the Website to: (i) misappropriate the intellectual property rights of BreathePK or its affiliates; (ii) attempt to deface, modify or manipulate any part of the Website or employ any tactic to defeat or evade any security feature employed by the Website; (iii) misappropriate the identity of, or obtain any personal information about any other user of the Website, or any customer, vendor, dealer or employee of BreathePK; and/or (iv) modify, erase or damage any information contained on the Website or any computer hardware or information storage device owned or used by BreathePK. As an additional term and condition of use of the Website, you agree not to use any process, research method or tactic to recreate or replicate the features, functions or design of the Website through reverse engineering.

7. INDEMNIFICATION

You agree to indemnify and hold harmless BreathePK and its officers, directors and employees from and against any and all claims, demands, expenses (including, but not limited to, reasonable legal fees), damages, causes of action, obligations, liabilities, losses and costs or debt arising out of, or asserted in connection with: (i) your access to or use of the Website; (ii) your violation of these Terms of Use; and/or (iii) your violation of the rights of any other person or entity.

8. DISCLAIMER

YOU AGREE THAT YOUR USE OF THE WEBSITE SHALL BE AT YOUR OWN RISK. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS FOR YOUR USE. TO THE FULLEST EXTENT PERMITTED BY LAW, BREATHEPK EXPRESSLY DISCLAIMS ALL, AND MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS OR UNDERTAKINGS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR OR GENERAL PURPOSE, QUALITY, TITLE, AND NON-INFRINGEMENT. BREATHEPK DOES NOT WARRANT THAT ANY ERRORS OR DEFECTS IN THE WEBSITE WILL BE CORRECTED, AND DO NOT ASSUME RESPONSIBILITY FOR THE CONDUCT OF ANY USERS OF THE WEBSITE, WHETHER ONLINE OR OFFLINE.

9. LIMITATION OF LIABILITY

YOU AGREE THAT UNDER NO CIRCUMSTANCES WILL BREATHEPK OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, AFFILIATES OR SUBSIDIARIES BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY LAW, STATUTE, USAGE OF TRADE, CUSTOM, COURSE OF DEALING OR PERFORMANCE, OR THE PARTIES' CONDUCT OR COMMUNICATION WITH ONE ANOTHER, OR AS A RESULT OF THE NATURE OF THESE TERMS OF USE OR IN CONFORMITY WITH USAGE, EQUITY OR LAW OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE INCLUDING, BUT NOT LIMITED TO, ANY: (A) USE, INABILITY TO USE OR PERFORMANCE OF THE WEBSITE; (B) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT OF OR SOFTWARE UNDERLYING THE WEBSITE; (C) BUGS OR VIRUSES WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE; (D) INTERRUPTION OR CESSATION OF SERVICE OR OF TRANSMISSION OF THE WEBSITE; AND/OR (E) UNAUTHORIZED ACCESS TO OR USE OF BREATHEPK 'S OR ITS CONTRACTORS' SECURE SERVERS.

10. FORWARD-LOOKING STATEMENTS

The Website is for informational purposes only. Nothing contained in the Website constitutes investment, legal, accounting, tax or other professional advice. The Website and the information contained on the Website do not constitute a solicitation, offer or recommendation by BreathePK, any of its affiliates to buy or sell any securities, financial instruments, investments or other services. Decisions based on information contained on the Website are your sole responsibility.

Past performance is not indicative of future results. No representation is being made that any investment or transaction will or is likely to achieve profits or losses similar to those achieved in the past, or that significant losses will be avoided.

Certain statements contained in the Website and the documents included on the Website, including statements are forward-looking statements within the meaning of applicable securities laws. These statements include, but are not limited to, statements made about Our operations, performance, results, future exploration, development, production, project start-ups and future capital spending. Forward-looking statements are typically identified by the words "believe," "expect," "anticipate," "intend," "estimate" and other similar expressions or future or conditional verbs such as "will," "should," "would" and "could." By their nature, these statements require Us to make assumptions and are subject to inherent risks and uncertainties that may be general or specific. A variety of factors, many of which are beyond Our control, including but not limited to changes in market conditions, changes in law or government policy, changes in operating conditions and costs, changes in project schedules, operating performance, demand for oil and gas, commercial negotiations or other technical and economic factors affect Our operations, performance and results and those of Our business, and could cause actual results to differ materially from the expectations expressed in any of Our forward-looking statements. All potential investors should seek independent information and advice from qualified investment professionals.. Forward-looking statements are subject to various risks, uncertainties and assumptions. Accordingly, there are or will be important factors that could cause actual outcomes or results to differ materially from those indicated in these statements. Readers should not place undue reliance on Our forward-looking statements. We undertake no obligation to publicly update or review any forward-looking statement, whether as a result of new information, future developments or otherwise.

11. THIRD PARTY WEBSITES AND LINKS

The Website may contain links to or the content of/from third party websites (collectively, "**Third Party Websites**"). Third Party Websites are not owned or controlled by BreathePK, therefore BreathePK has no control over any products, services, materials or other information in or available through Third Party Websites. We assume no responsibility for any Third Party Website including, but not limited to, any content within on or available at a Third Party Website. **You agree that you assume all risk when accessing any Third Party Websites, and release BreathePK from any and all liability resulting from the access and/or use of Third Party Websites.** It is your responsibility to take all protective measures to guard against viruses or other destructive devices, programs. BreathePK makes no representation, warranty, condition or undertaking regarding, nor endorses, any Third Party Websites.

12. SECURITY

BreathePK reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing BreathePK to disclose the identity of anyone posting any e-mail or other messages, or publishing or otherwise making available any other user-generated content that is believed or alleged (reasonably or not) to violate these Terms of Use or any law or regulation. You acknowledge and agree that BreathePK may investigate any violations of law and may cooperate with law enforcement authorities in prosecuting you in this regard.

13. GOVERNING LAW

These Terms of Use shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein, without regards to conflict of laws principles. You hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Alberta, Canada, without regards to its principles of conflict of laws.

BreathePK is an Alberta, Canada based company. Access to the Website is governed by all applicable federal, provincial and local laws. If you are resident outside of Canada, you may be subject to the laws of the country where you reside. If you access the Website from outside Canada, you do so at your own risk and are responsible for compliance with laws of your jurisdiction.

14. GENERAL PROVISIONS

These Terms of Use, and any rights or licenses granted or waived herein, may not be transferred or assigned by you, but may be assigned by BreathePK without restriction. In the event that any provision is determined to be unenforceable or invalid, that provision will nonetheless be enforced to the fullest extent permitted by applicable law, and that determination will not affect the validity and enforceability of any other remaining provisions of these Terms of Use. The failure of BreathePK to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. The headings used in these Terms of Use are included for convenience only and will not limit or otherwise affect these Terms of Use.

15. HOW TO CONTACT US

Any questions about these Terms of Use should be directed to info@breathepk.com.