

User Terms and Conditions of Use of Profire Data Services

Welcome to the Data Services of Profire Energy (“**Profire**” or “**we**”). Please carefully review these Terms and Conditions of Use and our Privacy Policy (“**Terms of Use**” or “**Terms**”). These Terms of Use govern your use, access, and browsing of this website for the Profire Data Services, including any mobile site, app, email, social software, product, information, or content made available, displayed, or offered by or through the Profire Data Services (collectively, this “**Services**”). By using these Services, you acknowledge that you understand, accept, and agree to be bound by these Terms of Use, whether or not you have read them and whether you are a casual visitor or licensee. If you do not agree with these Terms, you are not permitted to use or access these Services. If you have any questions about these Terms, please contact Profire Energy, Inc at solutions@profireenergy.com.

I. Description of Services

The Services contains material about Profire and its various products. Certain sections of the Services are intended for particular audiences including Profire’s employees, customers and shareholders as well as the general public. Please feel free to browse the Services, as appropriate. Your access to and use of the information on the Services is subject to these Terms and all applicable laws. By accessing these Services, you accept, without limitation or qualification, these Terms and acknowledge that it supersedes any other agreement between you and Profire with respect to access and use of these Services.

II. Changes to the Terms

We will notify users of any changes to these Terms. Notification will either be made by way of an e-mail or by posting of the changes on the Services. Changes to these Terms will be effective 30 days following notice. Your continued use of the Services after any change has become effective will constitute your acceptance of those changes.

III. Registration

We may require you to open an account to access certain features on these Services.

When registering for your account or for certain events or features of these Services, you agree to provide Profire with accurate, truthful, complete, and updated information. Failure to do so shall constitute a breach of these Terms of Use, which may result in suspension or termination of your account or your denial from such events or features. We, in our sole discretion, reserve the right to refuse or cancel registration.

When you open an account to use or access these Services, you may be asked to provide a user name and password. You agree that we may store and use any registration data, including your user name and password, you provide for use in maintaining your account. We may require you to periodically change your password.

You agree to use your best efforts to maintain the security and confidentiality of your user name, password, and account (collectively, a “**User ID**”). You are fully responsible for all activities that occur under your User ID. You may not use the User ID of someone else at any

time. You may not sell or transfer your account, or otherwise allow any third party to use your account for any purpose. You agree to notify Profire about any unauthorized use of your User ID or any breach of security related to your use of the Services. You should use particular caution when accessing your account from a public or shared computer.

You further agree that Profire shall not be liable for any loss or damage arising out of, or related to, your use of your User ID by you or by any other party, either with or without your knowledge. You may be held liable for any losses incurred by Profire, including its subsidiaries, entities owned, related to or controlled by Profire, its employees, staff, officers, directors, consultants, agents, suppliers, contractors, and representatives, due to someone else's use of your User ID.

IV. User Content

Certain features of these Services may allow you to display on the Services materials created by you or others that are unaffiliated with Profire (“**User Content**”). You understand and agree that you are solely responsible for any material that you, directly or indirectly, submit, post, upload, download, display, transmit, distribute, link, stream, promote, advertise, share with others, or otherwise publish on or through these Services.

By providing User Content to these Services, you grant Profire a nonexclusive, worldwide, perpetual, irrevocable, royalty-free, fully-paid, sublicensable, and freely transferable right and license to copy, reproduce, publish, display, distribute, broadcast, promote, archive, perform, modify, adapt, create derivative works and compilations of, incorporate into other works, license, sell, translate, and otherwise use the User Content, in whole or in part, including, without limitation, in connection with the operation, promotion, marketing, and advertising of the business, products, programs, events, and services of Profire. This license will apply with respect to any form of media currently known at the time of submission or subsequently discovered.

You agree that Profire may so exploit your User Content without compensation or credit to you, including by sublicensing any third party to do any of the foregoing. To the extent permitted by applicable laws, you also give up any claim that any use by Profire and/or its third party providers or sublicensees of any User Content violates any of your rights, including but not limited to moral rights, privacy rights, rights to publicity, proprietary, statutory or other rights, and/or rights to credit for the material or ideas set forth therein. In supplying User Content, you warrant and represent that you have all legal, moral, and other rights necessary to grant Profire a license to that material as discussed above.

You authorize Profire to treat the User Content as non-confidential and non-proprietary for all purposes.

You understand and agree that we may, but are not obligated to, delete, edit, refuse to post, remove, or block access to any Services content or User Content, in our sole discretion, at any time and for any reason or no reason, with or without notice, including User Content that we believe violates these Terms of Use. You acknowledge that we have no backup or storage obligations regarding User Content.

You are solely responsible for the User Content that you provide, the consequences of posting your User Content, and your reliance on any User Content found on our Services. Profire and any party involved in creating, producing, delivering, or maintaining these Services are not responsible for the consequences of any User Content. We expressly disclaim responsibility for and liabilities resulting from, any information or communications from and between users of these Services. In case where you feel threatened or believe someone else is in danger, you should contact your local law enforcement agency and Profire immediately.

V. Third Party Content

These Services may contain links or references to other Internet sites or products or services of third parties over whom we or nor our affiliates have no control (“**Third Party Content**”).

Profire does not verify, and is not responsible for, the accuracy, authenticity, appropriateness, completeness, reliability, safety, or privacy practices of Third Party Content. Profire makes no representation concerning, and is under no obligation to prevent, the downloading, distribution, linking to, or re-posting of Third Party Content. Inclusion of, linking to, or permitting the use of any Third Party Content does not imply our approval, sponsorship, or endorsement thereof. Profire does not make any representations or warranties as to the security of any information (such as personal or sensitive information) you might give on any third party site.

Profire will not in any manner be liable for or responsible for any loss or damages that may arise from your dealings or interaction with third parties, including your use or reliance on any Third Party Content found on our Services. You expressly waive any and all claims you may have against Profire and release Profire from any and all liability arising from or related to the Third Party Content, whether or not authorized by Profire.

If you decide to leave these Services and access or use third party sites, you do so at your own risk and you should be aware that our Terms of Use no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any third party website to which you navigate from these Services.

VI. Prohibited Use of the Services

You agree to not use these Services in the following ways:

- (1) for any purpose that is unlawful or prohibited by these Terms;
- (2) to conduct yourself in any way that may be construed as threatening, harmful, abusive, harassing, stalking, defamatory, libelous, vulgar, profane, obscene, offensive, objectionable, pornographic, obscene, unlawful, illegal, fraudulent, tortuous, giving rise to civil or criminal liability, invasive or in violation of another's right of privacy or publicity, hateful, bigoted, racially or ethnically offensive, in violation of an applicable local, national or international law, including but not limited to laws related to copyrights, trademarks, patents, or trade secrets, or otherwise objectionable as determined by us in our sole discretion;

- (3) to promote information that is known to be, inaccurate, misleading, or false;
- (4) to advertise or otherwise solicit funds, goods, or services, such as through contests, sweepstakes, barter, pyramid schemes, or other form of unauthorized advertising or commerce, without our prior written consent;
- (5) to express or imply that any statements you make are endorsed by Profire without our specific prior written consent;
- (6) to send unsolicited email or other communications, including, without limitation, junk mail, spam, and chain letters;
- (7) in a manner that could damage, disable, overburden, or impair our (or our third party providers') server or the networks connected to any our server;
- (8) to collect or harvest any information about other users or to attempt to gain unauthorized access to accounts, computer systems, or networks associated with any Profire's servers, data not intended for you, or otherwise violate any security features of these Services, through hacking, password mining, or any other means;
- (9) to distribute or facilitate the distribution of viruses, corrupted data, trojan horses, bots, keystroke loggers, worms, time bombs, cancelbots or other computer programming routines or computer code that are intended to and/or actually damage, detrimentally interfere with, surreptitiously intercept or mine, obtain unauthorized access to, scrape or expropriate any system, software, data or personal information;
- (10) to attempt to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to human-perceivable form any of the source code used by Profire in providing these Services; and
- (11) adversely affect the enjoyment and availability of Services resources to other users (e.g., excessive shouting (use of all caps), flooding (continuous posting of repetitive text), or excessively large embedded images).

Any violation of system or network security may subject you to civil and/or criminal liability.

VII. Feedback Submission

We welcome your feedback regarding Profire and these Services. However, any comments, notes, suggestions, review, ideas, suggestions, concepts, services, feature, program, product, software, application, tool, or other communications ("**Feedback**") sent to Profire shall be and remain the exclusive property of Profire. Your submission of any such Feedback shall constitute an assignment to Profire of all worldwide rights, titles and interests in all copyrights and other intellectual property rights in the Feedback. Profire will be entitled to use, reproduce, disclose, publish, and distribute any material you submit for any purpose whatsoever, without restriction and without compensating you in any way. Profire will be under no obligation to keep your Feedback confidential or to otherwise protect your Feedback.

For this reason, we ask that you not send us any comment that you do not wish to assign to us, including any confidential or proprietary information or any original creative materials such as stories, product ideas or computer code.

VIII. Minors

If you are under the age of 13 years old, you may use the Services only under the supervision of a parent or guardian. If you are a parent or guardian who is supervising a minor's use of the Services, please be aware that you are fully responsible for his or her use and conduct on the Services, including all financial charges and legal liability that he or she may incur. We reserve the right to refuse service or cancel orders in our sole discretion.

IX. Limitations of Liability

YOU ACKNOWLEDGE THAT YOUR USE OF THESE SERVICES IS AT YOUR SOLE RISK, AND THAT WE WILL NOT BE HELD LIABLE IN ANY WAY. UNDER NO CIRCUMSTANCE AND UNDER NO LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL PROFIRE OR ANY OF ITS EMPLOYEES, OWNERS, SHAREHOLDERS, STAFF, DIRECTORS, OFFICERS, CONSULTANTS, AGENTS, SUPPLIERS, CONTRACTORS, OR REPRESENTATIVES BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, GENERAL, SPECIAL, INCIDENTAL, COMPENSATORY, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INJURY, OR LOSSES OF ANY NATURE ARISING OUT OF OR IN CONNECTION WITH THE USE OF THESE SERVICES. THIS INCLUDES, BUT IS NOT LIMITED TO, BODILY INJURY, EMOTIONAL DISTRESS, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, PERSONAL PROPERTY, OR OTHER INTANGIBLE LOSSES, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, EVEN IF AN AUTHORIZED REPRESENTATIVE OF PROFIRE HAS BEEN ADVISED OF, OR SHOULD HAVE KNOWN, THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM (I) THE USE OF, OR THE INABILITY TO USE, THESE SERVICES, (II) YOUR COMMUNICATIONS OR DEALINGS WITH OTHER USERS OF THESE SERVICES OR PERSONS YOU MEET THROUGH THESE SERVICES (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR DATA TRANSMISSIONS, (IV) STATEMENTS, REPRESENTATIONS, OR CONDUCT OF ANY THIRD PARTY USING THESE SERVICES, OR (V) ANY OTHER MATTER RELATING TO THESE SERVICES.

X. Disclaimer of Warranty

THESE SERVICES AND SERVICE ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION, FREEDOM FROM COMPUTER VIRUS, AND NON-INFRINGEMENT OF RIGHTS. WE MAKE NO WARRANTY OR REPRESENTATION THAT ANY PART OF THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, SAFE TO DOWNLOAD, TIMELY, SECURE, ACCURATE, COMPLETE, ADEQUATE, USEFUL,

RELIABLE, PHYSICALLY SAFE, OR OF ANY QUALITY OR THAT THE DEFECTS WILL BE CORRECTED.

XI. Indemnification

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS PROFIRE AND ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, DELIVERING, OR MAINTAINING THESE SERVICES AND EACH OF THEIR RESPECTIVE OWNERS, REPRESENTATIVES, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, CONTRACTORS, ADVERTISERS, PARTNERS, RELATED PARTIES, LICENSORS, LICENSEES, SUPPLIERS, AND CO-BRANDERS FROM AND AGAINST ALL CLAIMS, DEMANDS, DAMAGES, COSTS, LOSSES, AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF OR RELATED TO (I) YOUR USE OF THESE SERVICES, (II) YOUR BREACH OF THESE TERMS OF USE, OR (III) ANY CLAIM THAT USER CONTENT OR THIRD PARTY CONTENT, OR ANY RELIANCE THEREOF, CAUSED DAMAGE TO YOUR OR A THIRD PARTY.

XII. Use License

Permission is granted to temporarily download one copy of the content (information or software) on these Services for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license you may not: (1) modify or copy the content; (2) remove any copyright or other proprietary notations from the content; (3) use the content for any commercial purpose; (4) publish, publicly display, or otherwise distribute the content, including via the Internet, any social media platform or network, or any intranet or extranet side, for any commercial or non-commercial purpose; (5) attempt to decompile or reverse engineer any software contained on these Services; (6) use any data mining, robots, scraping, or similar data gathering or extraction methods to obtain the content; (7) transfer the content to another person or "mirror" the materials on any other server. No right, title or interest in any downloaded materials is transferred to you as a result of any such downloading.

This license shall automatically terminate if you violate any of these restrictions. We reserve the right to suspend or deny at any time, in our sole discretion, your access to all or any portion of these Services.

XIII. Intellectual Property

Unless otherwise explicitly specified, all materials that are included in or are otherwise a part of the Services are copyrights, patents, trademarks, trade dress and/or other intellectual property owned, controlled, or licensed by Profire, its owners or by third parties who have licensed their materials to Profire. You may not reproduce or use Profire's trademarks or trade dress without the prior written permission of Profire. Nothing contained on these Services should be understood as granting you a license to use any of the trademarks, trade names, trade dress, service marks, taglines, or logos owned or licensed by Profire or by any third party.

If you believe that your intellectual property has been used in any way that could be considered a copyright infringement or a violation of your intellectual property rights, please

contact us in writing at solutions@profireenergy.com You agree that, in the event we receive a written demand from a third party alleging that any User Content infringes upon, dilutes, tarnishes or otherwise violates its trademark or trade secret rights, we may in our sole discretion, remove or disable access to such User Content. In an effort to protect the rights of intellectual property owners, we maintain a policy for the termination, in appropriate circumstances, of user accounts of these Services who repeatedly infringe the copyright and other intellectual property rights of others.

XIV. Reservation of Rights

All rights not expressly granted herein are reserved to Profire and its licensors. The use of our rights and property requires our prior written consent. By making these Services available to you, we are not providing you with any implied or express licenses or rights, and you will have no rights to make any commercial use of these Services without prior written consent.

XV. Termination and Investigation

Profire reserves the right to suspend or terminate your use of these Services. You agree that Profire or its representatives may access your account and records on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third party rights, or other unauthorized uses of these Services. Profire does not intend to disclose the existence or occurrence of such an investigation unless required by law, but Profire reserves the right to suspend or terminate your account or your access to these Services immediately, with or without notice to you, and without liability to you, if Profire believes that you have violated any of the Terms of Use, furnished Profire with false or misleading information, or interfered with the use of these Services by others.

YOU WAIVE AND HOLD HARMLESS PROFIRE FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY PROFIRE DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER PROFIRE OR LAW ENFORCEMENT AUTHORITIES.

XVI. Accuracy and Completeness

Although every effort is made to ensure the accuracy of published information on or through these Services, you understand that the materials appearing on these Services could inadvertently contain technical, typographical, or photographic errors or may expose you to content that you find undesirable, objectionable, or offensive. Neither Profire nor any author or supplier contributing to these Services is responsible to you in any way for any content displayed on these Services, nor for any error, revision, or omission in any information provided or the results obtained from your use of such information.

Profire may make changes to the materials contained on its Services at any time without notice. While we will make every effort to keep content on these Services current, we do not guarantee it is the most up to date information available. For up-to-the-minute information on the Profire Data Services, contact information, and any other information regarding Profire, its operations, programs, and offers, please contact Profire at solutions@profireenergy.com.

Certain portions of the Services may be subject to additional terms and conditions specified by Profire from time to time. Your use of the Services is subject to those additional terms and conditions, which are incorporated into these Terms by this reference.

XVII. Governing Law

These Terms shall be governed by and construed under the laws of the State of Utah, without regard for conflicts of law principles. You agree that jurisdiction over and venue in any legal proceeding directly or indirectly arising out of or related to these Services or the use or access thereof shall be in the state or federal courts located in Utah. The UN Convention on Contracts for the International Sale of Goods is expressly disclaimed.

XVIII. Severability/Waiver

If any provision of these Terms of Use is found to be invalid, void, unlawful, or for any reason unenforceable by any court having competent jurisdiction, then the provision shall be deemed severable from the Terms and shall not affect the validity and enforceability of the remaining provisions, which shall remain in full force and effect. The section headings used herein are for convenience only and shall not affect the interpretation of these Terms of Use.

The failure of either party to assert any right under these Terms of Use will not be considered to be a waiver of that party's right, and the said right will remain in full force and effect. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such terms and condition or any other term or condition. Neither the course of conduct between the parties nor trade practice shall act to modify the Terms.

XIX. Statute of Limitations

You agree that, regardless of any statute or law to the contrary, any claim or cause of action that you may wish to assert related in any manner to these Services or its services must be filed within one (1) year after such claim or cause arose, or the said claim or cause will be forever barred, without regard to any contrary legislation.

XX. Assignment

We may assign our rights and obligations under these Terms of Use without notice to one or more third parties. In this event, Profire will be relieved of any further obligation. You may not assign these Terms without Profire's prior written consent.

XXI. Privacy Policy

Please refer to our Privacy Policy, which is incorporated herein by reference. Your assent to these Terms of Use includes your assent to our Privacy Policy.

XXII. Last Modified Date of these Terms of Use

December 9, 2022.