



# Website Terms of Use

Plutu Website Terms of Use Last Updated May 18, 2025

**PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE ACCESSING OR USING THE PLUTU WEBSITE.**

These Terms of Use constitute a legally binding agreement between you and Plutu Ltd. ("Plutu") governing your access to and use of the Plutu website.

These Terms of Use include provisions that limit the liability of Plutu and other parties, designate the jurisdiction for dispute resolution, and contain other important legal terms.

**BY ACCESSING OR USING THE PLUTU WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU ARE NOT PERMITTED TO ACCESS OR USE THE WEBSITE.**

## 1 / Acceptance of Terms of Use

**These Terms of Use form a binding agreement between you and Plutu governing your access to and use of the Plutu website (the “Website”). Each time you access or use the Website, you confirm your full and unconditional acceptance of, and agreement to be bound by, the then-current version of these Terms of Use. If you do not agree with these Terms of Use without limitation or qualification, you must not use the Website.**

**For the purposes of these Terms, references to the “Website” include all elements of its content and structure, including but not limited to text, graphics, images, audio, video, features, and the overall design, layout, and arrangement of such content.**

## **2/ Other Agreements**

**These Terms of Use apply solely to your use of the Website. Any products or services advertised on or accessible through the Website are governed by separate agreements, including without limitation the Plutu General Terms of Service and any other applicable terms and conditions prescribed by Plutu.**

**Certain portions of the Website, including specific tools or features, may only be accessed by individuals with a valid and active Plutu account, which is subject to the Plutu General Terms of Service.**

### **3/ Modifications to Terms of Use**

Plutu reserves the right, in its sole discretion and without prior notice, to revise or update these Terms of Use at any time by posting a revised version at <https://www.plutu.ca/website-terms-use>. Unless otherwise stated, changes take effect immediately upon posting. You are responsible for reviewing the "Last Updated" date at the top of these Terms and for familiarizing yourself with any revisions. Continued use of the Website following any changes constitutes your express acceptance of the updated Terms of Use. You may not amend these Terms of Use unilaterally.

### **4/ Permitted Users**

Access to and use of the Website is restricted to individuals who:

- (a) are physically located in Canada;
- (b) have reached the age of majority in their province or territory of residence (generally 18 or 19 years of age); and
- (c) have the legal capacity to enter into binding agreements.

Individuals who do not meet these criteria, who have previously breached these Terms of Use, or whose access has been suspended or revoked by Plutu, are not permitted to access or use the Website.

## **5/ Personal Information and Privacy**

**By using the Website, you consent to the collection, use, disclosure, and retention of your personal information by Plutu or on its behalf in accordance with the Plutu Privacy Policy, available at <https://www.plutu.ca/privacy-policy>, as may be updated from time to time, and as otherwise permitted or required by applicable law.**

## **6 / No Professional Advice**

**The content available on or through the Website is provided solely for informational and educational purposes and is not intended to constitute comprehensive or specific advice. The Website does not provide professional advice, including but not limited to financial, legal, investment, or other professional guidance. You are solely responsible for obtaining appropriate, qualified, and independent advice that is tailored to your specific circumstances before acting or refraining from acting on any information obtained from or through the Website.**

## **7 / Permitted and Prohibited Use of the Website**

Subject to these Terms of Use and applicable laws, you are granted a limited, non-exclusive, non-transferable license to use the Website solely for your own lawful, personal, and non-commercial purposes. Use of the Website for any other purpose or in any other manner is strictly prohibited.

Without limiting the generality of the foregoing, you agree that you will not:

- (a) use the Website in any manner not expressly permitted by these Terms of Use;
- (b) use the Website for any commercial or business purposes, whether on your own behalf or on behalf of any third party;
- (c) bypass or attempt to bypass the normal navigational structure, delivery systems, or access methods of the Website;
- (d) interfere with or disrupt the Website or any associated networks, systems, or data;
- (e) reproduce, modify, distribute, transmit, publish, sell, license, lease, sublicense, or otherwise exploit or make available the Website or any portion thereof to any third party, whether directly or indirectly, for any purpose and by any means;
- (f) engage in any data mining, data scraping, web crawling, or use of automated

tools, bots, spiders, or similar technologies to access or collect data from the Website;

(g) remove, obscure, or alter any notices, disclaimers, digital rights management tools, or proprietary identifiers embedded within the Website or its content; or

(h) aid, abet, authorize, encourage, or enable any other person to engage in any of the foregoing activities or otherwise use the Website in a manner that would contravene these Terms of Use or infringe the rights of **Plutu** if undertaken by you.

These restrictions do not apply where and to the extent prohibited by applicable law.

## **8 / Ownership of the Website**

Copyright © 2025. Plutu All rights reserved. The Website, including all associated technologies, software, data, and content, and all intellectual property and proprietary rights therein (including copyright), are the exclusive property of Plutu and its licensors. Your use of the Website does not confer upon you any

right, title, or interest in or to the Website, its underlying technologies, or related data.

## **9 / Trademarks**

Plutu®, Plutu & Design®, and associated logos and marks are registered and/or unregistered trademarks, service marks, and trade names owned or used under license by Plutu. Other names, logos, and marks appearing on the Website may be the trademarks or service marks of their respective owners. Nothing on the Website shall be construed as granting, whether by implication, estoppel, or otherwise, any license or right to use any trademark, service mark, or trade name displayed on the Website without the express written consent of the respective owner. Any unauthorized use is strictly prohibited.

## **10 / Linked Sites**

**For your convenience, the Website may provide links or references to third-party websites or online resources operated by independent entities (collectively, “Linked Sites”). Linked Sites are not affiliated with or controlled by Plutu. Plutu does not endorse and assumes no responsibility or liability for any Linked Site, including its content, products, services, or practices concerning**

**personal information collection. Your use of any Linked Site, and your dealings with the operator of any Linked Site, are entirely at your own risk. You agree not to assert any claim against Plutu arising from, connected with, or relating to your use of a Linked Site, your interactions with its operator, or any associated content, product, or service.**

## **11/ DISCLAIMERS**

**GENERAL DISCLAIMERS:** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WEBSITE IS PROVIDED TO YOU ON AN “AS IS,” “AS AVAILABLE,” AND “WITH ALL FAULTS” BASIS. PLUTU GROUP MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTEES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, OR ARISING FROM USAGE OF TRADE OR COURSE OF DEALING OR PERFORMANCE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR CONDITIONS RELATING TO ACCURACY, COMPLETENESS, CURRENCY, RELIABILITY, SECURITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, MERCHANTABILITY, PERFORMANCE, TIMELINESS, OR THAT THE WEBSITE WILL BE ERROR-FREE, UNINTERRUPTED, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

ALL SUCH WARRANTIES, CONDITIONS, AND GUARANTEES ARE HEREBY DISCLAIMED BY PLUTU GROUP TO THE FULLEST EXTENT PERMITTED BY LAW. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY OR

ON BEHALF OF PLUTU GROUP SHALL CREATE ANY REPRESENTATION, WARRANTY, CONDITION, OR GUARANTEE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITE IS TO DISCONTINUE USE.

**LINKED SITES:** WITHOUT LIMITING THE GENERALITY OF ANY OTHER DISCLAIMER, YOU ASSUME FULL RESPONSIBILITY FOR DETERMINING THE SUITABILITY OF ANY LINKED SITE FOR YOUR PURPOSES. ACCESS TO AND USE OF LINKED SITES IS ENTIRELY AT YOUR OWN RISK. PLUTU GROUP MAKES NO REPRESENTATION, WARRANTY, CONDITION, OR GUARANTEE OF ANY KIND WITH RESPECT TO ANY LINKED SITE AND DISCLAIMS ALL RESPONSIBILITY AND LIABILITY IN CONNECTION THEREWITH.

RESERVATION: SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR LIMITATIONS ON LIABILITY. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU.

**DEFINITION:** IN THESE TERMS OF USE, “PLUTU GROUP” MEANS PLUTU AND ITS LICENSORS, SERVICE PROVIDERS, AND SUPPLIERS, AND EACH

OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, SHAREHOLDERS, DISTRIBUTORS, AND REPRESENTATIVES, JOINTLY AND SEVERALLY.

## **12 / LIABILITY EXCLUSIONS**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL PLUTU GROUP BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY LOSS, DAMAGE, OR LIABILITY WHATSOEVER (INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES), WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, STATUTE, OR ANY OTHER LEGAL THEORY, ARISING FROM OR CONNECTED TO YOUR USE OF, OR INABILITY TO USE, THE WEBSITE OR ANY RELATED MATTER.

THIS EXCLUSION OF LIABILITY APPLIES REGARDLESS OF ANY NEGLIGENCE OR OTHER FAULT OR WRONGDOING (INCLUDING FUNDAMENTAL BREACH OR GROSS NEGLIGENCE) BY PLUTU GROUP, EVEN IF AN AVAILABLE REMEDY FAILS OF ITS ESSENTIAL PURPOSE AND EVEN IF PLUTU GROUP HAS BEEN ADVISED OF OR SHOULD HAVE FORESEEN THE POSSIBILITY OF SUCH LOSS, DAMAGE, OR LIABILITY.

## **13 / RESTRICTIONS / CHANGES / TERMINATION**

The Website may include technologies that restrict or limit access based on criteria such as time, geographic location, or other conditions. Plutu reserves the right, in its sole discretion and without prior notice or liability to you or any other person, to modify, suspend, or terminate the Website or to restrict, suspend, or terminate your access to the Website at any time and for any reason, with immediate effect.

The Website may be subject to interruptions or unavailability from time to time, including for routine maintenance or due to circumstances beyond Plutu's reasonable control, without notice or liability.

If your authorization to access the Website is terminated for any reason, these Terms of Use shall continue to apply in full force and remain binding with respect to your prior use of the Website and all related matters, including any dispute arising therefrom.

## **14 / Governing Law**

**These Terms of Use, the Website, and all related matters shall be governed by, and construed and interpreted exclusively in accordance with, the laws of the Province of Alberta and the applicable federal laws of Canada. The application of any rules of private international law or conflict of laws that would result in the application of laws of any jurisdiction other than Alberta is expressly excluded.**

## **15 / Dispute Resolution**

Except as otherwise expressly provided below or as required by applicable law, any and all disputes, controversies, or claims arising under, out of, in connection with, or relating to these Terms of Use, the Website, or any associated matter (each, a “Dispute”) shall be referred to and finally resolved by binding arbitration administered by ICDR Canada in accordance with its Canadian Arbitration Rules. The arbitration shall be conducted by a single arbitrator. The seat and place of arbitration shall be Vancouver, British Columbia, and the arbitration proceedings shall be conducted in English. If ICDR Canada is not operative, the arbitration shall proceed on an ad hoc basis and be governed by the Arbitration Act (British Columbia).

Notwithstanding the foregoing, Plutu reserves the right to initiate proceedings in the courts of any competent jurisdiction to seek injunctive relief or other urgent

equitable remedies to enforce these Terms of Use or to protect its legal rights and interests.

You agree to initiate any legal proceeding related to a Dispute within twelve (12) months of the date the Dispute arises. After such time, any legal action by you relating to the Dispute shall be permanently barred. This time limitation does not override any shorter limitation period prescribed by law and shall not apply to the extent that such a limitation is prohibited under applicable legislation.

## **16 / General Matters**

### **Binding Effect and Benefit**

These Terms of Use are binding upon you and your heirs, executors, administrators, legal representatives, successors, and permitted assigns. They are intended for the benefit of the Plutu Group.

### **No Waiver**

No waiver of any breach of these Terms of Use by you shall be effective unless provided in writing and signed by an authorized representative of Plutu. Any such waiver shall not constitute a waiver of any continuing or subsequent breach. Failure or delay by Plutu to exercise any right or remedy under these Terms of Use shall not constitute a waiver of that right or remedy.

## **Rights and Remedies**

The rights and remedies of Plutu Group under these Terms of Use are cumulative and may be exercised independently or in combination with any other rights and remedies to which Plutu Group is entitled at law, in equity, or under contract. Nothing in these Terms of Use limits Plutu Group's ability to pursue all available legal remedies concurrently, consecutively, or in the alternative.

## **Assignment**

You may not assign or transfer these Terms of Use or any of your rights or obligations under them without the prior written consent of Plutu, which may be withheld at Plutu's sole discretion. Plutu may assign its rights and obligations under these Terms of Use without your consent.

## **Severability**

If any provision of these Terms of Use is determined to be invalid or unenforceable by a court or arbitrator of competent jurisdiction, that provision shall be severed, and the remaining provisions shall remain in full force and effect, unless the severance would render the Terms of Use incapable of fulfilling their essential purpose.

## **Interpretation**

For purposes of interpreting these Terms of Use:

- (a) references to "Terms of Use" refer to these Terms of Use in their entirety;
- (b) headings are for reference only and do not affect the meaning of any provision;
- (c) words in the singular include the plural, and vice versa;
- (d) "person" includes an individual, corporation, partnership, or other legal entity;

- (e) "including" or "includes" means including without limitation;
- (f) "law" includes common law, equity, statutes, and regulations; and
- (g) "discretion" means sole, absolute, and unfettered discretion unless the context indicates otherwise.

## **Entire Agreement**

These Terms of Use constitute the entire agreement between you and Plutu with respect to your use of the Website. They supersede all prior or contemporaneous communications, understandings, or agreements, whether oral or written, relating to such subject matter. These Terms of Use may not be modified except as provided in Section 3. For clarity, any products or services advertised on or made available through the Website are subject to separate terms and agreements.

## **Language**

You and Plutu each expressly acknowledge and agree that these Terms of Use, together with all related notices and documents, shall be drafted in the English language.

Les parties conviennent et exigent expressément que ce contrat et tous les documents qui s'y rapportent soient rédigés en anglais.

Subject to applicable law, any non-English translation is provided for convenience only, and in the event of any inconsistency or conflict, the English version shall prevail.

If you have any questions or concerns about these Terms of Use, please contact Plutu's Customer Care team at [info@Plutu.ca](mailto:info@Plutu.ca).

**IF YOU DO NOT ACCEPT AND AGREE TO THESE TERMS AND  
CONDITIONS, YOU MAY NOT USE THE WEBSITE.**