

Terms of Service Agreement

Effective Date: June 11, 2026

Please read these Terms of Service ("Agreement") carefully before placing an order or making a purchase through the AirStart online store at www.tekstart.com (the "Site"). By accessing the Site, adding items to the shopping cart, or completing a purchase, you agree to be bound by this Agreement. If you do not agree to these terms, please do not proceed with your purchase.

1. Parties

This Agreement is between TekStart ("TekStart," "we," "us," or "our") and the individual or organization completing a purchase through the Site ("Buyer," "you," or "your"). TekStart operates the AirStart solution, which includes the resale of Vape Guardian detection devices and related products and services.

2. Products and Services

The Site offers Vape Guardian hardware devices and associated subscriptions, software, and services that together form the AirStart solution. Product descriptions, specifications, and pricing are displayed on the Site at the time of purchase. TekStart reserves the right to update product offerings, pricing, and availability without prior notice.

3. Order Acceptance

Placing an order through the Site constitutes an offer to purchase the selected products or services. TekStart reserves the right to accept or decline any order at its discretion. Order confirmation is provided via email upon successful placement. A binding purchase agreement is formed upon TekStart's acceptance of your order, as indicated by an order confirmation or shipment notification.

4. Payment Terms

By completing a purchase on the Site, you agree to pay in full for all products and services selected. The following payment terms apply:

- All prices are displayed in Canadian Dollars (CAD) unless otherwise indicated.
- Payment is due at the time of purchase. Orders will not be processed or fulfilled until payment is successfully received.

- TekStart accepts payment via the methods presented at checkout, which may include major credit cards and other electronic payment options.
- You represent and warrant that you are authorized to use the payment method provided and that the billing information you supply is accurate and complete.
- TekStart uses third-party payment processors to handle transactions. By submitting payment, you authorize TekStart and its payment processor(s) to charge your selected payment method for the total amount of your order, including applicable taxes, shipping, and fees.
- TekStart does not store full payment card details. Payment data is handled in accordance with applicable Payment Card Industry Data Security Standards (PCI DSS) by our payment processor(s).

5. Taxes and Fees

Applicable sales tax, use tax, or other government-imposed fees will be calculated and displayed at checkout based on your billing and/or shipping address. You are responsible for all such taxes and fees associated with your purchase.

6. Shipping and Delivery

Estimated shipping timelines are provided at checkout and are subject to change based on carrier availability, product availability, and geographic location. TekStart is not responsible for delays caused by third-party carriers, customs processes, or circumstances outside our reasonable control. Risk of loss and title for products pass to you upon delivery to the carrier.

7. Refund and Cancellation Policy

Purchases made through the Site are subject to TekStart's Refund & Cancellation Policy, which is incorporated into this Agreement by reference here: https://134711.fs1.hubspotusercontent-na1.net/hubfs/134711/policies/VapeGuardian_Refund_Cancellation_Policy.pdf. AirStart customers receive a 100 calendar day money-back guarantee on Vape Guardian detection devices, subject to the conditions described in that policy.

8. Intellectual Property

All content on the Site, including product names, descriptions, images, logos, and branding, is the property of TekStart or its licensors (including Vape Guardian / SMF Systems Ltd.) and is protected by applicable intellectual property laws. You may not reproduce, distribute, or create derivative works from any Site content without express written permission.

9. Limitation of Liability

To the fullest extent permitted by applicable law, TekStart's total liability to you for any claim arising out of or related to this Agreement or your purchase shall not exceed the amount you

paid for the product or service giving rise to the claim. TekStart shall not be liable for any indirect, incidental, consequential, or punitive damages, even if advised of the possibility of such damages.

10. Disclaimer of Warranties

Products are sold subject to the manufacturer's warranty terms provided by Vape Guardian / SMF Systems Ltd. Except as expressly stated in such warranty documentation, TekStart makes no additional warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.

11. Privacy

TekStart respects your privacy. Information collected during the checkout process is used solely to process and fulfill your order, communicate with you regarding your purchase, and as otherwise described in TekStart's Privacy Policy. Payment information is processed by our third-party payment processor and is not retained by TekStart beyond what is required for transaction processing.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to its conflict of law principles. Any disputes arising under this Agreement shall be subject to the exclusive jurisdiction of the courts located in Ontario, Canada.

13. Modifications to These Terms

TekStart reserves the right to update or modify this Agreement at any time. Changes will be posted on the Site with an updated effective date. Continued use of the Site or placement of an order following any such update constitutes your acceptance of the revised terms.

14. Contact Information

If you have questions about this Agreement, please contact us at:

TekStart

Email: info@tekstart.com

Website: <https://www.tekstart.com/contact>