

# OTTLETI Terms of Use Agreement

**Last revised on July 5, 2020**

WELCOME TO OTTLETI, OPERATED BY ZOUMITE FRANCK ARMEL MAMBOUE (THE “**OWNER**”). WE MAKE THE WEBSITE OTTLETI.CA (THE “**WEBSITE**”) AVAILABLE TOGETHER WITH OUR MOBILE APPLICATION (“APP”). THESE TERMS OF USE APPLY TO ALL USERS OF THE WEBSITE, INCLUDING USERS WHO UPLOAD ANY MATERIALS TO THE WEBSITE, USERS WHO USE SERVICES PROVIDED THROUGH THIS WEBSITE, USERS WHO DOWNLOAD THE APP AND USERS WHO SIMPLY VIEW THE CONTENT ON OR AVAILABLE THROUGH THIS WEBSITE (COLLECTIVELY, “**USERS**”).

By using the Website and/or downloading the App from Google Play, the App Store SM, the Website, or from any other location, whether through a mobile device, mobile application or computer (collectively, the “**Service**”) you agree to be bound by these Terms of Use (this “**Agreement**”), whether or not you create an OTTLETI account. If you wish to create an OTTLETI account or make use of the Service, please read this **Terms of Use Agreement**. You should also read the OTTLETI Privacy Policy, which are hereby incorporated by reference into this Agreement. If you do not accept and agree to be bound by all of the terms of this Agreement, including the OTTLETI **Privacy Policy**, please do not use the Service. Please contact us with any questions regarding this Agreement at ottleti@gmail.com.

## OVERVIEW

This Agreement is an electronic contract that establishes the legally binding terms you must accept to use the Service. This Agreement references the Owner's terms disclosed and agreed to by you if you use the basic Service, or purchase or accept additional features or services through the Service, including but not limited to push notifications, free trials, third-party discounts and promotions.

**1. Acceptance of Terms of Use Agreement.** By accessing or using the Service, you accept this Agreement and agree to the terms, conditions and notices contained or referenced herein and consent to have this Agreement and all notices provided to you in electronic form. To withdraw this consent, you must cease using the Service immediately and terminate your account by contacting [ottleti@gmail.com](mailto:ottleti@gmail.com) and including 'Account Termination' in the subject line. Please print a copy of this Agreement for your records.

To receive a non-electronic copy of this Agreement, please contact us at [ottleti@gmail.com](mailto:ottleti@gmail.com). This Agreement may be modified by the Owner from time to time. Such modifications are to be effective upon posting any modification by the Owner in relation to the Service. Changes will be reflected as per the date at the top of this Terms of Use Agreement after "Last Updated." We recommend checking our Privacy Policy and Terms of Use statement on an occasional basis to inform yourself of any changes.

**2. The Services.** The OTTLETI Services provides a platform that allows Users to follow news about the Atlético Ottawa soccer team. Our technology finds relevant information online and displays it to the user. We are fans providing a

service to other fans and we are not affiliated with Atlético Ottawa.

**3. Creating an Account.** An account is not needed to use OTTLETI. For more information regarding the information we collect from you and how we use it, please consult our Privacy Policy, which you should read carefully.

**4. Eligibility.** You must be at least 13 years of age to access and use OTTLETI. No part of the Service is directed to persons under the age of 13. By accessing and using the Service, you represent and warrant that you have the right, authority and capacity to enter into this Agreement and to agree to all terms and conditions of this Agreement.

In order to comment and chat with other users, you must:

- Be friendly and polite. Any racism, sexism, homophobia, bigotry will not be tolerated and will result in an instant ban.
- Keep it safe for work/appropriate for all ages. Pornography, sex, violence, gore and illegal activities will not be tolerated and will result in an instant ban.
- No self promotion or advertising. Do not ask people to use your products or services whether it is yours or someone else's. This includes, but is not limited to: Youtube, Soundcloud, Instagram, Snapchat, Twitch, websites, products, donations, surveys. If you would like to discuss more about this, feel free to contact us at [ottleti@gmail.com](mailto:ottleti@gmail.com).

**5. Term of Agreement.** This Agreement will remain in full force and effect while you use the Services.

**6. Termination.** The Owner may suspend your activity at any time without notice if the Owner believes that you have breached this Agreement, or for any other reason, with or without cause, in its sole discretion. The Owner is not required to disclose, and may be prohibited by law from disclosing, the reason for the suspension of your activity. After your activity is suspended for any reason, all terms of this Agreement survive such suspension, and continue in full force and effect, except for any terms that by their nature expire or are fully satisfied.

**7. Identity Protection.** You are responsible for maintaining the confidentiality of your personal information. We will not be liable in any way for any damage, harm, loss, injury or any other claim arising in connection with sharing your personal information. You agree to immediately notify the Owner of any disclosure or unauthorized use of your personal information, or any other breach of security at [ottleti@gmail.com](mailto:ottleti@gmail.com).

**8. Commercial Use Prohibited.** Users may not use the Service and any content contained in the Service (including, but not limited to, content of other users, designs, text, graphics, images, video, information, logos, software, audio files and computer code) for any type of commercial purpose, including but not limited to (i) promoting paid group events ii) advertising or soliciting any user to buy or sell any products or services not offered by the Owner or (iii) soliciting others to attend parties or other social functions, or networking, for commercial purposes. Users of the Service may not use any information obtained from the Service to contact, solicit, advertise to, or sell to any other user without his or her prior explicit consent. Individuals and third-party

organizations may not use the Service for any commercial purposes without express consent from the Owner (such as through paid features, including but not limited to promoted profiles, paid advertisements, group organization features, etc.), which OTTLETI may provide or deny in its sole discretion. The Owner may investigate and take any available legal action in response to illegal and/or unauthorized uses of the Service, including collecting user data by electronic or other means for the purpose of satisfying their own interests.

## **9. Your Interactions with Other Users**

**1. User Interaction.** You are solely responsible for your interactions with other users. You understand that the Owner does not conduct criminal background checks or screenings on its users. The Owner also does not inquire into the backgrounds of its users or attempt to verify the statements of its users, including any commercial or third-party organizations promoted or featured in the Service. The Owner makes no representations or warranties as to the conduct of users or their compatibility with current or future users. The Owner reserves the right to conduct any criminal background check or other screenings (such as sex offender register searches), at any time and using available public records.

- **1 No Liability for User Interactions.** The Owner is not responsible for the conduct of any user. In no event shall the Owner, its affiliates or its partners be liable (directly or indirectly) for any losses or damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the conduct of you or anyone else in

connection with the use of the Service, including, without limitation, death, bodily injury, emotional distress, and/ or any other damages resulting from communications or meetings or activities with other users or persons you meet through the Service. You agree to take all necessary precautions in all interactions with other users on the Service or if you decide to communicate off the Service or meet in person, or if you decide to send money to another user. You understand that the Owner makes no guarantees, either express or implied, regarding your ultimate compatibility with individuals you meet through the Service. You should not provide your financial information (for example, your credit card or bank account information), or wire or otherwise send money, to other users.

- **2 Release.** Because the Owner does not supervise or control interactions between Users, and because we cannot guarantee the true identity, age, nationality of Users and because we have very limited control, if any, over the legality, truthfulness or accuracy of various aspects of the Website, App or Services, You agree that You bear all risk and You agree to release the Owner (and their officers, directors, shareholders, agents, employees, affiliates, subsidiaries, and third party partners, actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, now and in the future, arising out of or in any way connected with Your use of the Services, Your interactions and Users, Your third party transactions, and our resolution of any

disputes between Users. You further waive any and all rights and benefits otherwise conferred by any statutory or non-statutory law of any jurisdiction that would purport to limit the scope of a release or waiver.

**10. Meeting Spots Disclaimer.** The Owner does not supervise or control User interactions including the selection of Meeting Spots, nor do we endorse any particular Meeting Spot selected by Users through the Services. Accordingly, the Owner is not responsible for any harm, misrepresentations, damages or incidents that take place at any public or private facility or venue listed on OTTLETI as a Meeting Spot or selected as a Meeting Spot through the Service. We strongly encourage Users to use discretion, common sense and good judgment in selecting a safe Meeting Spot and/or attending any Meeting Spot for any activity. In no event shall the Owner, its affiliates or its partners be liable (directly or indirectly) for any losses or damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to your use of or presence at a public or private facility or venue listed on OTTLETI, including, without limitation, death, bodily injury, emotional and/or physical distress, and/or any other damages resulting from communications or meetings or activities with other users or persons you meet through or as a result from using the Service. You agree to take all necessary precautions in all activities you participate in at public or private facilities or venues you visit. When meeting another user for the first time, we strongly recommend meeting in a public environment. You understand that the Owner makes no guarantees, either express or implied, regarding the safety

or quality of the Meeting Spots you use to meet other users at.

## **11. Proprietary Rights.**

**1. Ownership of Intellectual Property.** The Owner owns and retains all proprietary rights in the Service, and in all content, logos, trademarks, trade names, service marks and other intellectual property rights related thereto. The Service contains the copyrighted material, trademarks, and other proprietary information of the Owner and its licensors. You agree to not copy, modify, transmit, create any derivative works from, make use of, or reproduce in any way any copyrighted material, trademarks, trade names, service marks, or other intellectual property or proprietary information accessible through the Service, without first obtaining the prior written consent of the Owner or, if such property is not owned by the Owner, the owner of such intellectual property or proprietary rights. You agree to not remove, obscure or otherwise alter any proprietary notices appearing on any content, including copyright, trademark and other intellectual property notices.

**2. End User License.** Subject to the terms of this Agreement, the Owner hereby grants to you a non-transferable, non-assignable, non-exclusive license to (a) use the Website for your own use; and (b) download one (1) copy of the App on a mobile device that you own or control for your own use (the “License”). The App is licensed to you and not sold.

## **12. Content Posted by You in the Service.**

**1.** You are solely responsible for the content and information that you post, link to, transmit, record, display or otherwise



make available (hereinafter, “post”) on the Service or transmit to other users, including through in-app chat, notes, or text messages, videos (including streaming videos), photographs, or profile text, whether publicly posted or privately transmitted (collectively, “Content”). You may not post as part of the Service, or transmit to the Owner or any other user (either on or off the Service), any offensive, inaccurate, incomplete, abusive, obscene, profane, threatening, intimidating, harassing, racially offensive, or illegal material, or any material that infringes or violates another person’s rights (including intellectual property rights, and rights of privacy and publicity). You represent and warrant that (i) all information that you submit is accurate and truthful and that you will promptly update any information provided by you that subsequently becomes inaccurate, incomplete, misleading or false and (ii) you have the right to post the Content on the Service and grant the licenses set forth below.

2. You understand and agree that the Owner may, but is not obligated to, monitor or review any Content you post as part of a Service. The Owner may delete any Content, in whole or in part, that in the sole judgment of the Owner violates this Agreement or may harm the reputation of the Service or the Owner, or request the Content to be deleted by contacting [ottleti@gmail.com](mailto:ottleti@gmail.com).

3. By posting Content as part of the Service, you automatically grant to the Owner, its affiliates, licensees and successors, an irrevocable, perpetual, non-exclusive, transferable, sub-licensable, fully paid-up, worldwide right and license to (i) use, copy, store, perform, display, reproduce, record, play, adapt, modify and distribute the Content, (ii) prepare derivative works of the Content or

incorporate the Content into other works, and (iii) grant and authorize sub-licenses of the foregoing in any media now known or hereafter created. You represent and warrant that any posting and use of your Content by the Owner will not infringe or violate the rights of any third party.

1. In addition to the types of Content described earlier in this Section, the following is a partial list of the kind of Content that is prohibited in the Service. You may not post, upload, display or otherwise make available Content that:

- promotes illegal or unauthorized copies of another person's copyrighted work, such as providing information to circumvent manufacture- installed copy-protect devices, providing pirated images, audio or video, or links to pirated images, audio or video files, or providing pirated computer programs or links to them.
- advocates harassment or intimidation of another person; racism, bigotry, hatred or physical harm of any kind against any group or individual;
- requests money from, or is intended to otherwise defraud, other users of the Service;
- involves the transmission of "junk mail", "chain letters," or unsolicited mass mailing or "spamming" (or "spimming", "phishing", "trolling" or similar activities);
- promotes false or misleading information, or promotes illegal activities or conduct that is defamatory, libelous or otherwise objectionable;

- contains video, audio photographs, or images of another person without his or her permission (or in the case of a minor, the minor's legal guardian);
- contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
- provides material that exploits people in a sexual, violent or other illegal manner, or solicits personal information from anyone on the Service;
- provides instructional information about illegal activities such as making or buying illegal weapons or drugs, violating someone's privacy, or providing, disseminating or creating computer viruses;
- contains viruses, time bombs, trojan horses, cancelbots, worms or other harmful, or disruptive codes, components or devices;
- impersonates, or otherwise misrepresents affiliation, connection or association with, any person or entity;
- provides information or data you do not have a right to make available under law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information);
- disrupts the normal flow of dialogue, causes a screen to "scroll" faster than other users are able to type, or otherwise negatively affects other users' ability to engage in real time exchanges;

- solicits passwords or personal identifying information for commercial or unlawful purposes from other users or disseminates another person's personal information without his or her permission; and
- publicizes or promotes any type of commercial activity and/or sales without our prior written consent by the Owner, including but not limited to paid group events, lessons, facility bookings, contests, sweepstakes, barter, advertising, and pyramid schemes.
- The Owner reserves the right, in its sole discretion, to investigate and take any legal action against anyone who violates this provision, including removing the offending communication from the Service and terminating or suspending the account of such violators.

1- Your use of the Service, including all Content you post through the Service, must comply with all applicable laws and regulations. You agree that the Owner may access, preserve and disclose your account information Content including any material you post if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary, such as to: (i) comply with legal process; (ii) enforce this Agreement; (iii) respond to claims that any Content violates the rights of third parties; (iv) respond to your requests for customer service or allow you to use the Service in the future; or (v) protect the rights, property or personal safety of the Owner or any other person.

2- You agree that any Content you post on the Service may be viewed by other users and may be viewed by any person

visiting or participating in the Service. Although we have security measures and safeguards in place to protect your personal information from unauthorized access or disclosure, no system is ever entirely secure. As such, we do not promise nor should you expect, that the Content you share or post will always remain completely secure.

**13. Prohibited Activities.** The Owner reserves the right to investigate, suspend your activity if you have misused the Service or behaved in a way the Owner regards as inappropriate or unlawful, including actions or communications that occur off the Service but involve users you meet through the Service or Meeting Spot facilities and venues you use for activities coordinated through the Service. The following is a partial list of the type of actions that you may not engage in with respect to the Service. You will not:

- post any Content that is prohibited by Section 11.
- impersonate any person or entity.
- solicit money from any users.
- “stalk” or otherwise harass any person.
- express or imply that any statements you make are endorsed by the Owner without our specific prior written consent.
- use the Service in an illegal manner or to commit an illegal act;
- ask or use users to conceal the identity, source, or destination of any illegally gained money or products.

- use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, “data mine”, or in any way reproduce or circumvent the navigational structure or presentation of the Service or its contents.
- collect user data by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the Service.
- interfere with or disrupt the Service or the servers or networks connected to the Service.
- email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted to or through the Service (either directly or indirectly through use of third party software).
- “frame” or “mirror” any part of the Service, without the Owner's prior written authorization.
- use meta tags or code or other devices containing any reference to the Owner or the Service (or any trademark, trade name, service mark, logo or slogan of the Owner) to direct any person to any other website for any purpose.
- modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble

any portion of the Service any software used on or for the Service, or cause others to do so.

- post, use, transmit or distribute, directly or indirectly, (e.g. screen scrape) in any manner or media any content or information obtained from the Service other than solely in connection with your use of the Service in accordance with this Agreement.

**Customer Service.** The Owner provides assistance and guidance through its customer service group. They can be reached at [ottleti@gmail.com](mailto:ottleti@gmail.com). When communicating with our customer care representatives, you agree to not be abusive, obscene, profane, offensive, sexist, threatening, harassing, racially offensive, or to not otherwise behave inappropriately. If we feel that your behaviour towards any of our customer care representatives or other employees is at any time threatening or offensive, we reserve the right to immediately suspend your activity.

**14. Push Notifications and Email Communications.** By using OTTLETI, you consent to receive push notifications from OTTLETI on behalf of itself or third-party partners. If you wish not to receive notifications, you can turn them off by going into your device Settings.

**15. In App Purchases.** FreeFooty may offer additional products and services for purchase (“in app purchases”) through the App Store SM, Google Play or other mobile or web application platforms authorized by OTTLETI (each, a “Software Store”). If you choose to make an in app purchase, you will be prompted to enter details for your account with the mobile platform you are using (e.g., Android, Apple, etc.) (“your IAP Account”), and your IAP

Account will be charged for the in app purchase in accordance with the terms disclosed to you at the time of purchase as well as the general terms for in app purchases that apply to your IAP Account. In app purchases may include premium account features, a free trial period or monthly subscription. At the end of the free trial period or monthly subscription, you will be charged the price of the subscription and will continue to be charged until you cancel your subscription. To avoid any charges, you must cancel before the end of the trial period or monthly subscription period. If you purchase an auto-recurring periodic subscription through an in app purchase, your IAP Account will be billed continuously for the subscription until you cancel in accordance with the platform terms. In all cases, please refer to the terms of your application platform which apply to your in app purchases.

**16. APP STORE TERMS. THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS APPLY TO YOU IF YOU DOWNLOAD THE APP FROM A THIRD PARTY APP STORE PROVIDE SUCH AS THE APP STORE OR GOOGLE PLAY (“THIRD PARTY STORES”). TO THE EXTENT THE**

**OTHER TERMS AND CONDITIONS OF THIS TERMS OF USE ARE LESS RESTRICTIVE THAN, OR OTHERWISE CONFLICT WITH, THE TERMS AND CONDITIONS OF THIS SECTION, THE MORE RESTRICTIVE OR CONFLICTING TERMS AND CONDITIONS IN THIS SECTION APPLY, BUT SOLELY WITH RESPECT TO THE APP FROM THIRD PARTY STORE. YOU ACKNOWLEDGE AND AGREE THAT:**



**A) THESE TERMS OF USE ARE CONCLUDED SOLELY BETWEEN THE Owner AND YOU AND NOT WITH THE PROVIDERS OF THE THIRD PARTY STORES, AND THE Owner NOT THE THIRD PARTY STORE PROVIDERS, IS SOLELY RESPONSIBLE FOR THE APP AND THE CONTENT THEREOF. TO THE EXTENT THAT THESE TERMS OF USE PROVIDE FOR USAGE RULES FOR THE APP WHICH ARE LESS RESTRICTIVE OR IN CONFLICT WITH THE APPLICABLE TERMS OF SERVICE OF THE THIRD PARTY STORE FROM WHICH YOU OBTAIN THE APP, THE MORE RESTRICTIVE OR CONFLICTING TERM OF THE THIRD PARTY STORE WILL TAKE PRECEDENCE AND WILL APPLY;**

**B) THE THIRD PARTY STORE PROVIDER HAS NO OBLIGATION WHATSOEVER TO PROVIDE ANY MAINTENANCE AND SUPPORT SERVICES WITH RESPECT TO THE APP. THE Owner IS SOLELY RESPONSIBLE FOR ANY PRODUCT WARRANTIES, WHETHER EXPRESS OR IMPLIED BY LAW, TO THE EXTENT NOT EFFECTIVELY DISCLAIMED. THE THIRD PARTY STORE PROVIDER WILL HAVE NO WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE APP, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY WILL BE THE Owner'S SOLE RESPONSIBILITY;**

**C) THE Owner NOT THE THIRD PARTY STORE PROVIDER, IS RESPONSIBLE FOR ADDRESSING ANY CLAIMS OF YOU OR ANY THIRD PARTY RELATING TO THE APP OR YOUR POSSESSION AND/OR USE OF THE APP, INCLUDING, BUT NOT LIMITED TO: (I) PRODUCT**

**LIABILITY CLAIMS; (II) ANY CLAIM THAT THE APP FAILS TO CONFORM TO ANY APPLICABLE LEGAL OR REGULATORY REQUIREMENT; (III) CLAIMS ARISING UNDER CONSUMER PROTECTION OR SIMILAR LEGISLATION; AND/OR (IV) INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS; AND**

**D) THE THIRD PARTY STORE PROVIDER AND ITS SUBSIDIARIES, ARE THIRD PARTY BENEFICIARIES OF THIS AGREEMENT, AND THAT, UPON YOUR ACCEPTANCE OF THESE TERMS OF USE, THE THIRD PARTY STORE PROVIDER FROM WHOM YOU OBTAINED THE APP WILL HAVE THE RIGHT (AND WILL BE DEEMED TO HAVE ACCEPTED THE RIGHT) TO ENFORCE THESE TERMS OF USE AGAINST YOU AS A THIRD PARTY BENEFICIARY THEREOF.**

**YOU REPRESENT AND WARRANT THAT (I) YOU ARE NOT LOCATED IN A COUNTRY THAT IS SUBJECT TO A CANADIAN OR U.S. GOVERNMENT EMBARGO, OR THAT HAS BEEN DESIGNATED BY THE CANADIAN OR U.S. GOVERNMENTS AS A “TERRORIST SUPPORTING” COUNTRY; AND (II) YOU ARE NOT LISTED ON ANY CANADIAN OR U.S. GOVERNMENT LIST OF PROHIBITED OR RESTRICTED PARTIES.**

**17. Modifications to Service.** The Owner reserves the right modify or discontinue, at any time, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that the Owner shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service. To protect the integrity of the Service, the Owner reserves the right at any time in its sole

discretion to block users from certain IP addresses from accessing the Service.

**18. Links and Third Parties.** The Services may contain links to third-party websites and resources or may feature or profile third-party organizations for their services or meeting spots. You acknowledge and agree that the Owner is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such third-party websites or resources. Links to such websites or resources do not imply any endorsement by the Owner of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites, services or resources.

**19. Advertising.** You acknowledge and agree that the Website and App may contain advertisements. If You elect to have any business dealings with anyone whose products or services may be advertised on the Website or via the App, You acknowledge and agree that such dealings are solely between You and such advertiser and You further acknowledge and agree that the Owner shall not have any responsibility or liability for any losses or

damages that You may incur as a result of any such dealings. You shall be responsible for obtaining access to the Website and/or App and acknowledge that such access may involve third-party fees (such as Internet service provider access or data fees). You shall be solely responsible for any such fees and also for obtaining any equipment that is required to access the Website. It is your

responsibility to ascertain whether any information or materials downloaded from the Website are free of viruses, worms, Trojan Horses, or other items of a potentially destructive nature.

## **20. Disclaimers and Limitations of Liability.**

This section limits the liability of the Owner. Each of the subsections below only applies up to the maximum extent permitted under applicable law. Some jurisdictions do not allow the disclaimer of implied warranties or the limitation of liability in contracts, and as a result the contents of this section may not apply to you. Nothing in this section is intended to limit any rights you may have which may not be lawfully limited.

### **1. The Services are Available “AS-IS”**

YOU UNDERSTAND AND AGREE THAT USE OF THE Owner APPLICATIONS AND SERVICES ARE AT YOUR OWN RISK. YOU UNDERSTAND AND AGREE THAT THE SERVICES ARE PROVIDED TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS. WITHOUT LIMITING THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE OWNER DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE OWNER MAKES NO WARRANTY OR REPRESENTATION AND DISCLAIM ALL RESPONSIBILITY AND LIABILITY FOR: (I) THE COMPLETENESS, ACCURACY, AVAILABILITY, TIMELINESS, SECURITY OR RELIABILITY OF THE SERVICES OR ANY CONTENT; (II) ANY HARM TO YOUR COMPUTER SYSTEM, LOSS OF DATA, OR OTHER

HARM THAT RESULTS FROM YOUR ACCESS TO OR USE OF THE SERVICES OR ANY CONTENT; (III) THE DELETION OF, OR THE FAILURE TO STORE OR TO TRANSMIT, ANY CONTENT AND OTHER COMMUNICATIONS MAINTAINED BY THE SERVICES; AND (IV) WHETHER THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM THE OWNER OR THROUGH THE SERVICES, WILL CREATE ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY MADE HEREIN.

## **2. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE OWNER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (I) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (II) YOUR ACCESS OR USE OF THIRD-PARTY ORGANIZATIONS OR SERVICES FEATURED IN THE SERVICE AS A MEETING SPOT OR USED AS A MEETING SPOT (III) YOUR TO ACCESS OR USE OF THIRD-PARTY SERVICES THAT SUPPORT THE SERVICE, SUCH AS PAYMENT PROCESSORS (IV) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF

OTHER USERS OR THIRD PARTIES; (V) ANY CONTENT OBTAINED FROM THE SERVICES; OR (VI) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE OWNER EXCEED THE GREATER OF ONE HUNDRED CANADIAN DOLLARS (CA \$100.00) OR THE AMOUNT YOU HAVE PAID TO THE OWNER, IF ANY, IN THE PAST SIX MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM.

THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE OWNER HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

## **21. Arbitration and Governing Law.**

The exclusive means of resolving any dispute or claim arising out of or relating to this Agreement (including any alleged breach thereof) or the Service shall be BINDING ARBITRATION administered by the Canadian Arbitration Association. The one exception to the exclusivity of arbitration is that you have the right to bring an individual claim against the Owner in a small-claims court of competent jurisdiction. **But whether you choose arbitration or small-claims court, you may not under any circumstances, and hereby irrevocably waive your right to commence or maintain against the Owner any class action, class**

**arbitration, or other representative action or proceeding.**

By using the Service in any manner, you agree to the above arbitration agreement. In doing so, YOU GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend any claims between you and the Owner (except for matters that may be taken to small-claims court). YOU ALSO IRREVOCABLY WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING. Your rights will be determined by a NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY. You are entitled to a fair hearing before the arbitrator. The arbitrator can grant any relief that a court can, but you should note that arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Any proceeding to enforce this arbitration agreement, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction. In the event that this arbitration agreement is for any reason held to be unenforceable, any litigation against the Owner (except for small-claims court actions) may be commenced only in the federal or Provincial courts located in Ontario, Canada. You hereby irrevocably consent to the jurisdiction of those courts for such purposes.

This Agreement, and any dispute between you and the Owner, shall be governed by the laws of the Province of Ontario without regard to principles of conflicts of law, provided that this arbitration agreement shall be governed by the Canadian Arbitration Association.

**22. Indemnity by You.** You agree to indemnify and hold the Owner, its subsidiaries, and affiliates, and its and their officers, agents, partners, employees, contractors, harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of your breach of or failure to comply with this Agreement (including any breach of your representations and warranties contained herein), any postings or Content you post in the Service, and the violation of any law or regulation by you. The Owner reserves the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the Owner in connection therewith.

**23. Notice.** The Owner may provide you with notices, including those regarding changes to this Agreement, using any reasonable means now known or hereafter developed, including by email, regular mail, SMS, MMS, text message, push notification or postings in the Service. Such notices may not be received if you violate this Agreement by accessing the Service in an unauthorized manner. You agree that you are deemed to have received any and all notices that would have been delivered had you accessed the Service in an authorized manner.

**24. Entire Agreement; Other.** This Agreement, with the Privacy Policy and any specific guidelines or rules that are separately posted for particular services or offers in the Service, contains the entire agreement between you and the Owner regarding the use of the Service. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. The failure of the Owner to exercise or enforce any right or provision of



this Agreement shall not constitute a waiver of such right or provision. You agree that your online account is non-transferable and all of your rights to your profile or contents within your account terminate upon your death. No agency, partnership, joint venture or employment is created as a result of this Agreement and you may not make any representations or bind the Owner in any manner.

**25. Amendment.** This Agreement is subject to change by the Owner at any time.