MY PHONE TUTOR

End-User License Agreement

Effective as of May 1, 2015

# Purpose of this document

This document (also referred to as the “**License Agreement**”) describes the terms and conditions under which Radialpoint authorizes you to download, access and use our ‘*My Phone Tutor*’ mobile application (in its current and future versions) on your compatible mobile device. This is a legally binding contract between you and Radialpoint SafeCare Inc., located at 2050, de Bleury St., Suite 300, Montreal, QC, H3A 2J5, Canada. In this document we will use the terms “**Radialpoint**”, “**us**”, “**we**”, “**our**” and other similar words to refer to Radialpoint SafeCare Inc..

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# What you need to know about My Phone Tutor

My Phone Tutor is an interactive app that allows you to learn more about your mobile device and its functions, transfer certain content from your old device to your new device, as well as request the assistance from one of our live support agents.

In order for our My Phone Tutor app to function properly, it will access some of the content stored in your device to copy it, and transfer it to your new device. It may also enable you to store your content in your online storage, provided by third parties. You alone are fully responsible for selecting such third party online storage provider (compatible with My Phone Tutor), and ensuring that the third party properly protects your content stored in its systems. **By using My Phone Tutor, you authorize us to access and share your content with such third parties. You understand that under no circumstances will Radialpoint (or any of our partners) be responsible for any breaches or loss of your content by such third parties.**

My Phone Tutor will normally communicate with our backend systems on regular basis to function properly, to ensure that it stays up to date, and that you are able to access the relevant Services through it. As a result, My Phone Tutor may collect and send certain technical (non-personal) data about your device. In some cases it may also require additional permissions in order for it to work as intended. Please refer to our privacy policy, the specific mobile app permissions requested by our My Phone Tutor app prior to its installation on your mobile device, as well as to the appropriate documentation for more information about particular features offered and permissions required by My Phone Tutor.

Note that in certain instances, My Phone Tutor may not be available for download, installation or use. This may occur either due to your geographic location, to maintenance or service disruptions, or other reasons. We may, at any time, without prior notice or liability, restrict your use of our My Phone Tutor app or the services provided through it, or to limit their time of availability, in order to perform maintenance activities, to maintain session control or for other valid reasons.

**Remember that we will not be responsible for any damages, losses, expenses or other costs incurred by you as a result of (or in connection with) any content, materials, documents and/or information transmitted, accessed, distributed, uploaded through or stored in My Phone Tutor or the associated services, or failure by our app to do any of the foregoing.**

# Acceptable use of My Phone Tutor

## Your right to use My Phone Tutor

Subject to the terms and conditions described in this License Agreement, we give you a limited personal and non-exclusive right to download, install and use My Phone Tutor (and the associated services) in association with a compatible device. You may only use My Phone Tutor in the form in which it is made available by Radialpoint, and only for its intended purposes, as further described in the applicable documentation. You may not transfer or sub-license the rights that we give you with regards to My Phone Tutor to anybody.

## Live Support Services

My Phone Tutor may allow you to request support from one of our live support agents regarding any technical issue covered by the standard scope of our TECH TUNE-UP services. The delivery of any such live support services will be subject to the standard terms and conditions of our TECH TUNE-UP program, available at [www.tech-tuneup.com/terms](http://www.tech-tuneup.com/terms), and may be subject to additional fees. But don’t worry, we will also advise you if any fees will be applicable before we provide you our services.

## Here’s what you cannot do with My Phone Tutor

You may not use My Phone Tutor for purposes other than those specifically described in this License Agreement or in the documentation accompanying My Phone Tutor. This means that the permissions that are expressly granted to you in this License Agreement outline the only rights that we give you with regards to My Phone Tutor. Amongst other things, you must not do any of the following: (a) use My Phone Tutor to violate, or in a manner that violates, applicable laws or regulations. This includes using My Phone Tutor for unlawful, prohibited, illegal, offensive, threatening, hateful, gratuitously violent or otherwise unsuitable purposes. This also includes using My Phone Tutor in a manner that directly or indirectly violates any intellectual property, confidentiality, privacy or other rights of other persons; (b) modify, decompile, disassemble, reverse engineer, tamper with or create derivative work based on My Phone Tutor, or customized versions of My Phone Tutor; (c) distribute, sublicense, transfer, copy, share, rent, loan, sell, resell, auction or lease My Phone Tutor; and/or (d) post, publish, store, display, upload, transfer, distribute or otherwise make available through or in connection with My Phone Tutor or the associated services any content (in any format) that directly or indirectly: (i) contains or triggers viruses, Trojan horses, worms, time bombs or any other similar malicious or otherwise damaging software or code; or (ii) is inappropriate, illegal, unlawful, profane, defamatory, obscene, offensive, abusive, discriminatory, threatening, hateful or gratuitously violent;

# Duration of these terms

The terms and conditions of this License Agreement will start applying to you immediately when you download, install or begin using My Phone Tutor (whichever happens first). You will continue to be bound by these terms until you uninstall and delete My Phone Tutor from all your devices.

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# Your privacy

At Radialpoint, we are committed to protecting your privacy. In order to be able to function properly, My Phone Tutor may collect, process and store some of your personal information. Our privacy policy will help you understand what information may be concerned and how we will treat it. You may find the latest version of our privacy policy here: [www.radialpoint.com/privacy](http://www.radialpoint.com/privacy).

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# Our property rights

Our My Phone Tutor app is protected by law, including all associated intellectual property rights (such as patents, copyrights, trademarks, trade secrets, moral rights and other intellectual property rights) in Canada, the United States, and other countries. Radialpoint, together with its licensors and partners (as applicable), is and will remain the sole owner of all rights (including without limitation all intellectual property rights), titles and interest in and to My Phone Tutor, including all modifications and derivative works, as well as the associated goodwill, and that irrespective of any use of the words ‘purchase’, ‘sale’ or the like in this License Agreement or any documentation. Radialpoint will also exclusively own all rights, titles and interest in and to any information and data (other than your personal information) collected or generated from your access and use of My Phone Tutor.

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# Additional legal terms that apply

## Our right to suspend or cancel your account

We may, for any reason, at our sole discretion, at any time and without prior notice to you, limit, suspend or end your access or use of My Phone Tutor or the associated services. You understand that by doing so we will not liable to you or any other person for any inconvenience, losses or damages whatsoever.

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Your hereby agree that the laws applicable in the Province of Quebec (Canada), with the exception of the conflict of laws rules and section 2125 of the Civil Code of Quebec, will apply to interpret this License Agreement, as well as to resolve any disputes related to it or to My Phone Tutor (including without limitation any services provided through or in association with it). All such disputes must be brought exclusively before the courts sitting in the judicial district of Montreal, Canada. However you understand that Radialpoint may seek injunctive or other equitable relief in any other jurisdiction in case of any violation, breach or infringement of Radialpoint’s (including its affiliates’, licensors’ or subcontractors’) intellectual property or confidential information related rights.

## How to contact us

If you wish to contact us for matters related to this License Agreement, please use the following information:

**Radialpoint**

2050, de Bleury St., Suite 300

Montreal, QC, H3A 2J5, Canada

Attention: Legal Department

Or by email at: [legal@radialpoint.com](mailto:legal@radialpoint.com)

## Language

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The most current version of this document is available at [www.myphonetutor.com/eula](http://www.myphonetutor.com/eula).

This License Agreement has been last updated on May 1, 2015.

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