

TOKEN PURCHASE AGREEMENT

This Token Purchase Agreement (this “Agreement”) contains the terms and conditions that govern your use of the distribution smart contract (the “Distribution Contract”) and purchase of the ERC-20 compatible tokens distributed on the Ethereum blockchain (the “Tokens”) and is an agreement between you or the entity that you represent (“Buyer” or “you”) and CanYa Services Pty Ltd (together with its affiliates, “Company”). Buyer and Company are herein referred to individually as a “Party” and collectively, as the “Parties”.

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Buyer agree as follows:

IMPORTANT INFORMATION: PLEASE READ THIS AGREEMENT CAREFULLY AND IN ITS ENTIRETY.

Buyer acknowledges, understands and agrees:

- **BINDING AGREEMENT:** Buyer understands and agrees that Buyer is subject to and bound by this Agreement by virtue of Buyer’s purchase of Tokens.
- **TOKENS HAVE NO RIGHTS, USES OR ATTRIBUTES** outside of use with Canya’s distributed ledger transaction processing technology (the “Project”).
- **PURCHASES OF TOKENS ARE NON-REFUNDABLE AND CANNOT BE CANCELLED. BUYER MAY LOSE ALL AMOUNTS PAID.**
- **TOKENS MAY HAVE NO VALUE** outside of the license to use the Project set forth in the license agreement incorporated by reference into each Token and attached hereto as Exhibit A (the “License Agreement”).
- **COMPANY RESERVES THE RIGHT TO REFUSE OR CANCEL TOKEN PURCHASE REQUESTS AT ANY TIME IN ITS SOLE DISCRETION.**
- **PEOPLE WHO PURCHASE EARLIER THAN YOU MAY RECEIVE MORE TOKENS FOR THE SAME AMOUNT PAID.**
- **PLEASE READ THE RISKS SET FORTH IN SECTION 7 CAREFULLY AND IN THEIR ENTIRETY.**
- **THIS AGREEMENT INCLUDES PRE-DISPUTE RESOLUTION IN SECTION 9.1 AND REQUIRES ARBITRATION IN SECTION 9.2.**

ARTICLE ONE: ACCEPTANCE OF AGREEMENT AND PURCHASE OF TOKENS

Section 1.1 This Agreement shall be effective and binding on the Parties when Buyer:

- (a) clicks the “Start” button on the official <http://www.canya.io/> website (the “Website”) to indicate that Buyer has read, understands and agrees to the terms of this Agreement and/or
- (b) upon Company’s receipt of payment from Buyer. Buyer agrees to be bound on this basis, and confirms that Buyer has read in full and understands this Agreement and the terms on which Buyer is bound.

Section 1.2 Website Terms of Use.

Company has established Terms of Use, as may be amended from time to time, for the Website, which are hereby incorporated by reference. Buyer has read, understands and agrees to those terms.

Section 1.3 White Paper.

Company has prepared a white paper and other materials concerning the sale of Tokens and the Project, which are available at the Website (the “White Paper”). The White Paper, as it may be amended from time to time in the Company’s sole discretion, is hereby incorporated by reference. Buyer has read and understands the White Paper and its contents.

Section 1.4 Tokens.

(a) Purpose. The Tokens do not have any rights, uses, purpose, attributes, functionalities or features, express or implied, outside the Project and the license granted therein. Although Tokens may be tradable, they are not an investment, currency, security, commodity, a swap on a currency, security or commodity, or any other kind of financial instrument.

(b) Company’s Use of Proceeds. Buyer acknowledges and understands that the proceeds from the sale of the Tokens will be utilized by Company in its sole discretion, as described in the White Paper or elsewhere.

ARTICLE TWO: TOKEN DISTRIBUTION

Section 2.1 Allocation and Distribution of Tokens.

Company intends to allocate and distribute Tokens (the “Token Distribution”) in accordance with the White Paper, including without limitation, that the distribution will take place over several days with earlier buyers receiving more Tokens for the same amount paid. Company will provide specific procedures on how Buyer may seek to purchase Tokens through the Website. By purchasing Tokens, Buyer acknowledges and understands and has no objection to such procedures and specifications. Failure to use the Website and follow such procedures may result in Buyer not receiving any Tokens. Any buyer of Tokens may lose some or all of the amounts paid for Tokens. The access or use of the Distribution Contract and/or the receipt or purchase of Tokens through any other means are not sanctioned or agreed to in any way by Company. Buyer should take great care that the website used to purchase Tokens has the following universal resource locator (URL): <http://www.canya.io/>.

Section 2.2 Allocation and Sale of Tokens to Company Parties.

Buyer understands and consents to the participation of Company’s past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors and service providers in the purchase of Tokens, including people who may work on the development and implementation of the Project or who may work for businesses that Company may establish with a portion of the proceeds from the Token Distribution.

Section 2.3 No Representations and Warranties.

The Tokens will be distributed to buyers thereof pursuant to the Distribution Contract. Company makes no representations or warranties, express or implied, including, without limitation, any warranties of title or implied warranties of merchantability or fitness for a particular purpose with respect to the Distribution Contract or the Tokens or their utility, or the ability of anyone to purchase or use the Tokens. Without limiting the foregoing, Company does not represent or warrant that the process of purchasing and/or receiving the Tokens will be uninterrupted or error-free or that the Tokens are reliable and error-free. As a result, Buyer acknowledges and understands that Buyer may never receive Tokens and may lose the entire amount Buyer paid to

Company. Buyer shall provide an accurate digital wallet address to Company for receipt of any Tokens distributed to Buyer pursuant to the Distribution Contract.

Section 2.4 Not an Offering of Securities, Commodities, or Swaps.

The sale of Tokens and the Tokens themselves are not securities, commodities, swaps on either securities or commodities, or a financial instrument of any kind. Purchases and sales of Tokens are not subject to the protections of any laws governing those types of financial instruments. This Agreement and all other documents referred to in this Agreement including the White Paper do not constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy an investment, a security, commodity, or a swap on either a security or commodity.

Section 2.5 Not an Investment.

Buyer should not participate in the Token Distribution or purchase Tokens for investment purposes. Tokens are not designed for investment purposes and should not be considered as a type of investment. Buyer acknowledges, understands and agrees that the Tokens are a license to use the Project and Company does not make any guarantee, representation or warranty that:

- (a) the Project will remain in the same or similar form as described in the White Paper; and
- (b) the Tokens will have the same or similar use and function for purposes of the Project as described in the White Paper. The license is governed by the terms of the License Agreement.

Section 2.6 Not for Speculation.

Buyer acknowledges and agrees that Buyer is not purchasing Tokens for purposes of investment, speculation, as some type of arbitrage strategy, for immediate resale or other financial purposes, but rather as a license for the use of the Project.

ARTICLE THREE: NO OTHER RIGHTS CREATED

Section 3.1 No Claim, Loan or Ownership Interest.

The purchase of Tokens:

- (a) does not provide Buyer with rights of any form with respect to the Company or its revenues or assets, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;
- (b) is not a loan to Company; and
- (c) does not provide Buyer with any ownership or other interest in Company.

Section 3.2 Intellectual Property.

Company retains all right, title and interest in all of Company's intellectual property, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon. Buyer may not use any of Company's intellectual property for any reason without Company's prior written consent, except as otherwise provided under the License Agreement.

ARTICLE FOUR: SECURITY AND DATA; TAXES

Section 4.1 Security and Data Privacy.

- (a) Buyer's Security. Buyer will implement reasonable and appropriate measures designed to secure access to:
 - (i) any device associated with Buyer and utilized in connection with Buyer's purchase of Tokens;
 - (ii) private keys to Buyer's wallet or account; and
 - (iii) any other username, passwords or other login or identifying credentials. In the event that Buyer is no longer in possession of Buyer's private keys or any device associated with Buyer's account or is not able to provide Buyer's login or identifying credentials, Buyer may lose all of Buyer's Tokens and/or access to Buyer's account. Company is under no obligation to recover any Tokens and Buyer acknowledges, understands and agrees that all purchases of Tokens are non-refundable and Buyer will not receive money or other compensation for any Tokens purchased.

(b) Additional Information. Upon Company's request, Buyer will immediately provide to Company information and documents that Company, in its sole discretion, deems necessary or appropriate to comply with any laws, regulations, rules or agreements, including without limitation judicial process. Such documents include, but are not limited to, passport, driver's license, utility bills, photographs of associated individuals, government identification cards, or sworn statements. Buyer consents to Company disclosing such information and documents in order to comply with applicable laws, regulations, rules or agreements. Buyer acknowledges that Company may refuse to distribute Tokens to Buyer until such requested information is provided.

Section 4.2 Taxes. Buyer acknowledges, understands and agrees that:

- (a) the purchase and receipt of Tokens may have tax consequences for Buyer;
- (b) Buyer is solely responsible for Buyer's compliance with Buyer's tax obligations; and
- (c) Company bears no liability or responsibility with respect to any tax consequences to Buyer.

ARTICLE FIVE: REPRESENTATIONS AND WARRANTIES OF BUYER

By buying Tokens, Buyer represents and warrants to Company that:

Section 5.1 Authority. Buyer has all requisite power and authority to execute and deliver this Agreement, to use the Distribution Contract and purchase Tokens, and to carry out and perform its obligations under this Agreement.

- (a) If an individual, Buyer is at least 18 years old and of sufficient legal age and capacity to purchase Tokens.
- (b) If a legal person, Buyer is duly organized, validly existing and in good standing under the laws of its domiciliary jurisdiction and each jurisdiction where it conducts business.

Section 5.2 No Conflict. The execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with, or constitute a material default under, with or without the passage of time or the giving of notice:

- (a) any provision of Buyer's organizational documents, if applicable;
- (b) any provision of any judgment, decree or order to which Buyer is a party, by which it is bound, or to which any of its material assets are subject;
- (c) any material agreement, obligation, duty or commitment to which Buyer is a party or by which it is bound; or
- (d) any laws, regulations or rules applicable to Buyer.

Section 5.3 No Consents or Approvals.

The execution and delivery of, and performance under, this Agreement require no approval or other action from any governmental authority or person other than Buyer.

Section 5.4 Buyer Status.

Buyer agrees that there is no proceeding or investigation pending or, to the knowledge of Buyer, threatened by any governmental authority, that would reasonably be expected to become the basis for a Buyer Event. If Buyer is a legal entity, Buyer makes the same representations with respect to its directors (or equivalent) and senior executive officers, and its affiliates and their respective directors (or equivalent) and senior executive officers.

Section 5.5 Buyer Knowledge and Risks of Project.

Buyer has sufficient knowledge and experience in business and financial matters, including a sufficient understanding of blockchain or cryptographic tokens and other digital assets, smart contracts, storage mechanisms (such as digital or token wallets), blockchain-based software systems and blockchain technology, to be able to evaluate the risks and merits of Buyer's purchase of Tokens, including but not limited to, the matters set forth in this Agreement, and is able to bear the risks thereof, including loss of all amounts paid, loss of Tokens, and liability to Company and others for its acts and omissions, including with limitation those constituting breach of this Agreement, negligence, fraud or willful misconduct. Buyer has obtained sufficient information in order to make an informed decision to purchase Tokens.

Section 5.6 Funds; Payments.

- (a) Funds. The funds, including any fiat, virtual currency or cryptocurrency, Buyer uses to purchase Tokens are not derived from or related to any unlawful activities, including but not

limited to money laundering or terrorist financing, and Buyer will not use the Tokens to finance, engage in, or otherwise support any unlawful activities.

- (b) Payments. All payments by Buyer under this Agreement will be made only in Buyer's name, from a digital wallet or bank account not located in a country or territory that has been designated as a "non-cooperative country or territory" by the Financial Action Task Force.

Section 5.7 Miscellaneous Regulatory Compliance.

(a) Anti-Money Laundering; Counter-Terrorism Financing. To the extent required by applicable law, Buyer complies with all anti-money laundering and counter- terrorism financing requirements.

(b) Sanctions Compliance. Neither Buyer, nor any person having a direct or indirect beneficial interest in Buyer or Tokens being acquired by Buyer, or any person for whom Buyer is acting as agent or nominee in connection with Tokens, is the subject of sanctions administered or enforced by any country or government (collectively, "Sanctions") or is organised or resident in a country or territory that is the subject of country-wide or territory-wide Sanctions.

ARTICLE SIX: DISCLAIMERS

Section 6.1 Buyer expressly acknowledges, understands and agrees that Buyer is using the Distribution Contract and purchasing Tokens at the Buyer's sole risk and that the Distribution Contract and Tokens are each provided, used and acquired on an "AS IS" and on an "AS AVAILABLE" basis without representations, warranties, promises or guarantees whatsoever of any kind by Company and Buyer shall rely on its own examination and investigation thereof.

Section 6.2 No Representation or Warranty.

EXCEPT AS OTHERWISE PROVIDED IN THE LICENSE AGREEMENT, (A) COMPANY DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY; AND (B) WITH RESPECT TO THE DISTRIBUTION CONTRACT AND THE TOKENS, COMPANY SPECIFICALLY DOES NOT REPRESENT OR WARRANT AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR AS TO THE WORKMANSHIP OR TECHNICAL CODING THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT.

ARTICLE SEVEN: RISKS

TOKENS MAY HAVE NO VALUE, EXCEPT AS OTHERWISE PROVIDED IN THE LICENSE AGREEMENT. BUYER MAY LOSE ALL AMOUNTS PAID.

Buyer has carefully reviewed, acknowledges, understands and assumes the following risks, as well as all other risks associated with the Tokens (including those not discussed herein), all of which could render the Tokens worthless or of little value:

Section 7.1 No Rights, Functionality or Features.

Tokens have no rights, uses, purpose, attributes, functionalities or features, express or implied, outside the Project or as otherwise provided pursuant to the License Agreement.

Section 7.2 Platform.

Buyer understands and agrees that Tokens are designed only to be utilized with the Project and pursuant to the License Agreement.

Section 7.3 Purchase Price Risk.

The distribution of Tokens will occur at the end of the Token Distribution. There are no guarantees as to the price of Tokens purchased by Buyer. Company reserves the right to change the duration of the Token Distribution for any reason, including, without limitation, bugs in the Distribution Contract or the unavailability of the Website or other unforeseen procedural or security issues.

Section 7.4 Blockchain Delay Risk.

On the Ethereum blockchain, timing of block production is determined by proof of work so block production can occur at random times. For example, ETH contributed to the Distribution Contract in the final seconds of a distribution period may not get included for that period. Buyer acknowledges and understands that the Ethereum blockchain may not include the Buyer's transaction at the time Buyer expects and Buyer may not receive Tokens the same day Buyer sends ETH.

Section 7.5 Ethereum Blockchain.

The Ethereum blockchain is prone to periodic congestion during which transactions can be delayed or lost. Individuals may also intentionally spam the Ethereum network in an attempt to gain an advantage in purchasing cryptographic tokens. Buyer acknowledges and understands that Ethereum block producers may not include Buyer's transaction when Buyer wants or Buyer's transaction may not be included at all.

Section 7.6 Ability to Transact or Resell.

Buyer may be unable to sell or otherwise transact in Tokens at any time, except for use with the Project pursuant to the terms of the License Agreement. By using the Distribution Contract or by purchasing Tokens, Buyer acknowledges, understands and agrees that:

- (a) Tokens have no value away from the Project;
- (b) there is no guarantee or representation of liquidity for the Tokens; and
- (c) Company is not and shall not be responsible for or liable for the market value of Tokens, the transferability and/or liquidity of Tokens and/or the availability of any market for Tokens through third parties or otherwise.

Section 7.7 Token Security.

Tokens may be subject to expropriation and/or theft. Hackers or other malicious groups or organizations may attempt to interfere with the Distribution Contract or the Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the Ethereum platform rests on open source software and Tokens are based on open source software, there is the risk that Ethereum smart contracts may contain intentional or unintentional bugs or weaknesses that may negatively affect the Tokens or result in the loss of Buyer's Tokens, the loss of Buyer's ability to access or control Buyer's Tokens or the loss of ETH in Buyer's account. In the event of such a software bug or weakness, there may be no remedy and holders of Tokens are not guaranteed any remedy, refund or compensation.

Section 7.8 Access to Private Keys.

Tokens purchased by Buyer may be held by Buyer in Buyer's digital wallet or vault, which requires a private key, or a combination of private keys, for access. Accordingly, loss of requisite private key(s) associated with Buyer's digital wallet or vault storing Tokens will result in loss of such Tokens, access to Buyer's Token balance and/or any initial balances in blockchains created by third parties. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet or vault service Buyer uses, may be able to misappropriate Buyer's Tokens. Company is not responsible for any such losses.

Section 7.9 New Technology.

The Project and its usage are subject to the terms of the License Agreement and might not be capable of implementation or adoption. Technology is changing rapidly, so the Tokens and the Project may become outdated.

Section 7.10 Reliance on Third-Parties.

The Project will rely, in whole or partly, on third parties to adopt and implement it and to continue to develop, supply, and otherwise support it. There is no assurance or guarantee that those third parties will complete their work, properly carry out their obligations, or otherwise meet anyone's needs, all of which might have a material adverse effect on the Project.

Section 7.11 Failure to Map a Public Key to Buyer's Account.

Failure of Buyer to map a public key to Buyer's account may result in third parties being unable to recognize Buyer's Token balance on the Ethereum blockchain.

Section 7.12 Exchange & Counterparty Risks.

If Buyer sends ETH to the Distribution Contract from an exchange or an account that Buyer does not control, pursuant to the Distribution Contract, Tokens will be allocated to the account that has sent ETH; therefore, Buyer may never receive or be able to recover Buyer's Tokens. Furthermore, if Buyer chooses to maintain or hold Tokens through a cryptocurrency exchange or other third party, Buyer's Tokens may be stolen or lost. By using the Distribution Contract and/or by purchasing Tokens, Buyer acknowledges and agrees that Buyer sends ETH to the Distribution Contract through an exchange account and/or holds Tokens on a cryptocurrency exchange or with another third party at Buyer's own and sole risk.

Section 7.13 Changes to the Project.

The Project may undergo significant changes over time. Although Company intends for the Project to have the features and specifications set forth in the White Paper, Company may make changes to such features and specifications for any number of reasons, any of which may mean that the Project does not meet Buyer's expectations.

Section 7.14 Lack of Interest.

The ongoing success of the Project relies on the interest and participation of third parties. There can be no assurance or guarantee that there will be sufficient interest or use of the Project.

Section 7.15 Uncertain Regulatory Framework.

The regulatory status of cryptographic tokens, digital assets and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities will regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations and/or rules that will affect cryptographic tokens, digital assets, blockchain technology and its applications. Such changes could negatively impact Tokens in various ways, including, for example, through a determination that Tokens are regulated financial instruments that require registration. Company may cease the distribution of Tokens, the licensing of the Project or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.

Section 7.16 Risk of Government Action.

The industry in which Company operates is new, and may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that governmental authorities will not examine the operations of Company and/or pursue enforcement actions against Company. Such governmental activities may or may not be the result of targeting Company in particular. All of this may subject Company to judgments, settlements, fines or penalties, or cause Company to restructure its operations and activities or to cease offering certain products or services, all of which could harm Company's reputation or lead to higher operational costs, which may in turn have a material adverse effect on the Tokens and/or the licensing of the Project.

ARTICLE EIGHT: LIMITATION OF LIABILITY; INDEMNIFICATION

Section 8.1 Limitation of Liability.

To the fullest extent permitted by applicable law, Buyer disclaims any right or cause of action against Company of any kind in any jurisdiction that would give rise to any Damages whatsoever, on the part of Company. Company shall not be liable to Buyer for any type of damages, whether direct, indirect, incidental, special, punitive, consequential or exemplary (including damages for lost profits, goodwill, use or data), even if and notwithstanding the extent to which Company has been advised of the possibility of such damages. Buyer agrees not to seek any refund, compensation or reimbursement from Company, regardless of the reason, and regardless of whether the reason is identified in this Agreement.

Section 8.2 Damages.

In no circumstances will the aggregate joint liability of Company, whether in contract, warrant, tort or other theory, for damages of any kind under this Agreement exceed the amount received by Company from Buyer.

Section 8.3 Force Majeure.

Buyer understands and agrees that Company shall not be liable and disclaims all liability to Buyer in connection with any force majeure event, including acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol.

Section 8.4 Release.

To the fullest extent permitted by applicable law, Buyer releases Company from responsibility, liability, claims, demands, and/or damages of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between Buyer and the acts or omissions of third parties.

Section 8.5 Indemnification.

- (a) To the fullest extent permitted by applicable law, and except as otherwise provided in the License Agreement, Buyer will indemnify, defend and hold harmless and reimburse Company from and against any and all actions, proceedings, claims, damages, demands and actions (including without limitation fees and expenses of counsel), incurred by Company arising from or relating to:
- (i) Buyer's purchase or use of Tokens;
 - (ii) Buyer's responsibilities or obligations under this Agreement;
 - (iii) Buyer's breach of or violation of this Agreement;
 - (iv) any inaccuracy in any representation or warranty of Buyer;
 - (v) Buyer's violation of any rights of any other person or entity; and/or
 - (vi) any act or omission of Buyer that is negligent, unlawful or constitutes willful misconduct.
- (b) Company reserves the right to exercise sole control over the defense, at Buyer's expense, of any claim subject to indemnification under this Section. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between Buyer and Company, including those provided under the License Agreement.

ARTICLE NINE: DISPUTE RESOLUTION

Section 9.1 Informal Dispute Resolution.

Except as otherwise provided under the License Agreement, Buyer and Company shall cooperate in good faith to resolve any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof (a "Dispute"). If the Parties are unable to resolve a Dispute within ninety (90) days of notice of such Dispute being received by all Parties, such Dispute shall be finally settled by Binding Arbitration as defined in Section 9.2 below.

Section 9.2 Binding Arbitration.

Any Dispute not resolved within 90 days as set forth in Section 9.1 shall be referred to and finally resolved by arbitration under the rules of the Australian Arbitration Association in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of the Parties. The number of arbitrators shall be one who shall be selected by Company. The seat, or legal place, of arbitration shall be Australia. The language to be used in the arbitral proceedings shall be English. The governing law of the Agreement shall be as set forth in Section 10.1 herein. The arbitration award shall be final and binding on the Parties ("Binding Arbitration"). The Parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets. Company and Buyer will each pay their respective attorneys' fees and expenses.

Section 9.3 No Class Arbitrations, Class Actions or Representative Actions.

Any dispute arising out of or related to this Agreement is personal to Buyer and Company and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a dispute

as a representative of another individual or group of individuals. Further, a dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

ARTICLE TEN: MISCELLANEOUS

Section 10.1 Governing Law and Venue.

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the laws of the Australia, without giving effect to its principles or rules of conflict of laws, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction.

Section 10.2 Assignment.

Buyer shall not assign this Agreement without the prior written consent of Company. Any assignment or transfer in violation of this Section will be void. Company may assign this Agreement to an affiliate. Subject to the foregoing, this Agreement, and the rights and obligations of the Parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives.

Section 10.3 Entire Agreement.

This Agreement, and the materials incorporated herein by reference, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof, including, without limitation, any public or other statements or presentations made by Company about the Tokens or the Project.

Section 10.4 Severability.

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable for any reason, the provision shall be modified to make it valid and, to the extent possible, effectuate the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 10.5 Modification of Agreement.

Company may modify this Agreement at any time by posting a revised version on the Website, available at <http://www.canya.io/>. The modified terms will become effective upon posting. It is Buyer's responsibility to check the Website regularly for modifications to this Agreement. This Agreement was last modified on the date listed at the beginning of this Agreement.

Section 10.6 Termination of Agreement; Survival.

- (a) In the event that Buyer has made payment in full and Company determines, in its sole discretion, that this Agreement constitutes a security or other form of financial instrument subject to regulation by any Governmental Authority, Company may immediately terminate this Agreement. Upon such termination,
 - (i) Buyer will not receive any Tokens, and
 - (ii) Company shall reimburse Buyer an amount equal to 95% of the Purchase Price.
- (b) Company reserves the right to terminate this Agreement, in its sole discretion, in the event that Buyer breaches this Agreement. Upon any such termination, Buyer shall not be entitled to receive any Tokens and Company shall refund to Buyer 75% of the Purchase Price, provided that the funds are not subject to Sanctions. Buyer shall not be entitled to any other recourse.
- (c) This Agreement shall otherwise terminate upon the completion of all sales in the Token Distribution; however the License Agreement shall continue to apply to any use of the Tokens with the Project.
- (d) Upon termination of this Agreement:
 - (i) of Buyer's rights under this Agreement immediately terminate;
 - (ii) Buyer is not entitled to a refund of any amount paid; and
 - (iii) Articles 3, 4, 6, 7, 8, 9, and 10 will continue to apply in accordance with their terms.

Section 10.7 No Waivers.

The failure by Company to exercise or enforce any right or provision of this Agreement will not constitute a present or future waiver of such right or provision nor limit Company's right to enforce such right or provision at a later time. All waivers by Company must be unequivocal and in writing to be effective.

Section 10.8 No Partnership; No Agency; No Third Party Beneficiaries.

Nothing in this Agreement and no action taken by the Parties shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between the Parties. Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute, or be deemed to constitute, either Party the agent of the other Party for any purpose. No Party has, pursuant to this Agreement, any authority or power to bind or to contract in the name of the other Party. This Agreement does not create any third party beneficiary rights in any person.

Section 10.9 Electronic Communications.

Buyer agrees and acknowledges that all agreements, notices, disclosures and other communications that Company provides Buyer pursuant to this Agreement or in connection with or related to Buyer's purchase of Tokens, including this Agreement, may be provided by Company, in its sole discretion, to Buyer, in electronic form.

TERMS OF SERVICE

PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE OF DISPUTES, AND OBLIGATIONS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

IN PARTICULAR, A PROVIDER SHOULD UNDERSTAND HOW THE LAWS WORK IN THEIR RESPECTIVE CITIES. SOME CITIES HAVE LAWS THAT RESTRICT THEIR ABILITY TO CONDUCT SERVICES DUE TO LICENSING OF TRADE. THESE LAWS ARE OFTEN PART OF A CITY'S TRADES LICENSING DEPARTMENT. IN MANY CITIES, PROVIDERS MUST REGISTER, GET A LICENSE, BEFORE LISTING A SERVICE OR ACCEPTING A SERVICE/ JOB. CERTAIN TYPES OF SERVICES MAY BE PROHIBITED ALTOGETHER AND CanYa RESERVES THE RIGHT TO DETERMINE WHICH SERVICES ARE ADEQUATE TO HAVE. LOCAL GOVERNMENTS VARY GREATLY IN HOW THEY ENFORCE THESE LAWS. PENALTIES MAY INCLUDE FINES OR OTHER ENFORCEMENT. PROVIDERS SHOULD REVIEW LOCAL LAWS BEFORE LISTING A SERVICE ON CANYA.

Last Updated: 28 May 2016

TERMS OF SERVICE

If you are using the Site, Application or Services and you reside in the Australia, you are contracting with CanYa with respect to use of the CanYa Site, Application or Services, and with respect to any payments or payouts from or to you conducted through the Site, Application or Services.

CanYa provides a platform that connects Providers who have a service with clients seeking to consume said service (collectively, the "**Services**"), which Services are accessible at CanYa App (the "**Application**"). By using the Site, Application, you agree to comply with and be legally bound by the terms and conditions of these Terms of Service ("**Terms**"), whether or not you become a registered user of the Services. These Terms govern your access to and use of the Site, Application, and Services and all Collective Content (defined below), and your participation in the Referral Program (defined below), and constitute a binding legal agreement between you and CanYa. Please also read carefully our Privacy Policy at <http://www.canya.com.au/terms>. If you do not agree to these Terms, you have no right to obtain information from or otherwise continue using the Site, Application, or Services. Failure to use the Site, Application, or Services in accordance with these Terms may subject you to civil and criminal penalties.

THE APPLICATION AND SERVICES COMPRISE A MOBILE PLATFORM THROUGH WHICH PROVIDERS MAY CREATE LISTINGS FOR SERVICES AND CLIENTS MAY LEARN ABOUT AND BOOK SERVICES DIRECTLY WITH THE PROVIDER. YOU UNDERSTAND AND AGREE THAT CANYA IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN PROVIDERS AND CLIENTS, NOR IS CANYA A BROKER OF SERVICES, AGENT OR INSURER. CANYA HAS NO CONTROL OVER THE CONDUCT OF THE SERVICE PROVIDED, CLIENTS AND OTHER USERS OF THE SITE, APPLICATION AND SERVICES AND DISCLAIMS ALL LIABILITY IN THIS REGARD TO THE MAXIMUM EXTENT PERMITTED BY LAW.

ARBITRATION NOTICE: EXCEPT IF YOU OPT OUT AND EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE "DISPUTE RESOLUTION" SECTION BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND DROPBEAR COMPANY WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND YOU ARE WAIVING YOUR RIGHT TO A TRIAL BY

JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.

Key Terms

"CanYa Content" means all Content that CanYa makes available through the Site, Application, or Services, including any Content licensed from a third party, but excluding Member Content.

"Booking Request Period" means the time period starting from the time when a booking is requested by a Client (as determined by CanYa in its sole discretion), within which a Provider may decide whether to confirm or reject that booking request, as stated on the Site, Application or Services. Different Booking Request Periods may apply in different places.

"Collective Content" means Member Content and CanYa Content.

"Content" means text, graphics, images, music, software (excluding the Site, Application), audio, video, information or other materials.

"Client" means a Member who requests from a Provider a booking of a job via the Site, Application or Services, or a Member who utilizes a service and is not the Provider for such a booking.

"Provider" means a Member who creates a service via the Site, Application and Services.

"Listing" means an job that is listed by a Provider as available for hire via the Site, Application, and Services.

"Member" means a person who completes CanYa account registration process, including but not limited to Providers and Clients, as described under "Account Registration" below.

"Member Content" means all Content that a Member posts, uploads, publishes, submits, transmits, or includes in their Listing or Member profile to be made available through the Site, Application or Services.

"Tax" or **"Taxes"** mean any sales taxes, value added taxes (VAT), goods and services taxes (GST), transient occupancy taxes, tourist or other visitor taxes, and other similar municipal, state, federal and national indirect or other withholding and personal or corporate income taxes.

Certain areas of the Application (and your access to or use of certain aspects of the Services or Collective Content) may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions. If there is a conflict between these Terms and terms and conditions posted for a specific area of the Site, Application, Services, or Collective Content, the latter terms and conditions will take precedence with respect to your use of or access to that area of the Site, Application, Services, or Collective Content.

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE SITE, APPLICATION OR SERVICES OR BY DOWNLOADING OR POSTING ANY CONTENT FROM OR ON THE SITE, VIA THE APPLICATION OR THROUGH THE SERVICES, YOU ARE INDICATING THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS, WHETHER OR NOT YOU HAVE REGISTERED WITH THE SITE AND APPLICATION. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SITE, APPLICATION, SERVICES, OR COLLECTIVE CONTENT.

If you accept or agree to these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, "you" and "your" will refer and apply to that company or other legal entity.

Modification

CanYa reserves the right, at its sole discretion, to modify the Site, Application or Services or to modify these Terms, including the Service Fees, at any time and without prior notice. If we modify these Terms, we will either post the modification on the Site or via the Application or otherwise provide you with notice of the modification. We will also update the "Last Updated Date" at the top of these Terms. By continuing to access or use the Site, Application or Services after we have posted a modification on the Site or via the Application or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Site, Application and Services.

Eligibility

The Site, Application and Services are intended solely for persons who are 18 or older. Any access to or use of the Site, Application or Services by anyone under 18 is expressly prohibited. By accessing or using the Site, Application or Services you represent and warrant that you are 18 or older. The Site, Application, and Services is also intended for persons who establish a wage for a service at no less than the minimum wage for that specific geographic location as set by government regulation. More information on minimum wages can be found on the FairWork Ombudsman's government website. CanYa and its proprietors have no responsibility to the wages set forth by the providers.

How the Site, Application and Services Work

The Site, Application and Services can be used to facilitate jobs/ work by a Provider and allows the client to book said job/ work through the app platform. Services are included in Listings on the Site, Application and Services by the service provider. You may view services as an unregistered visitor to the Site, Application and Services; however, if you wish to book a service for hire or create a Listing, you must first register to create a CanYa Account (defined below).

As stated above, CanYa makes available an online mobile platform or marketplace with related technology for a Provider and Client to meet via mobile app and arrange for bookings of jobs directly with each other. CanYa is not an owner or operator of provider services. Unless explicitly specified otherwise in the CanYa platform, CanYa's responsibilities are limited to: (i) facilitating the availability of the Site, Application and Services and (ii) serving as the limited payment collection agent of each Provider for the purpose of accepting payments from Clients on behalf of the Provider.

PLEASE NOTE THAT, AS STATED ABOVE, THE SITE, APPLICATION AND SERVICES ARE INTENDED TO BE USED TO FACILITATE PROVIDERS AND CLIENTS CONNECTING AND BOOKING SERVICES DIRECTLY WITH EACH OTHER. CANYA CANNOT AND DOES NOT CONTROL THE CONTENT CONTAINED IN ANY LISTINGS AND THE CONDITION, LEGALITY OR SUITABILITY OF ANY SERVICE RENDERED. CANYA IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY AND ALL SERVICES. ACCORDINGLY, ANY BOOKINGS WILL BE MADE OR ACCEPTED AT THE MEMBER'S OWN RISK.

Account Registration

In order to access certain features of the Site and Application, and to book a job or create a Listing, you must register to create an account ("**CanYa Account**") and become a Member. You may register to join the Services directly via the Mobile Application or as described in this section. You can also register to join by logging into your account with certain third-party social networking sites ("**SNS**") (including, but not limited to, Facebook; each such account, a "**Third-Party Account**"), via our Site or Application, as described below. As part of the functionality of the Site, Application and Services, you may link your CanYa Account with Third-Party Accounts, by either: (i) providing your Third-Party Account login information to CanYa through the Site, Services or Application; or (ii) allowing CanYa to access your Third-Party Account, as permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent that you are entitled to disclose your Third-Party Account login information to CanYa and/or grant CanYa access to your Third-Party Account (including, but not limited to, for use for the purposes described herein), without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account and without obligating CanYa to pay any fees or making CanYa subject to any usage limitations imposed by such third-party service providers. By granting CanYa access to any Third-Party Accounts, you understand that CanYa will access, make available and store (if applicable) any Content that you have provided to and stored in your Third-Party Account ("**SNS Content**") so that it is available on and through the Site, Services and Application via your CanYa Account and CanYa Account profile page. Unless otherwise specified in these Terms, all SNS Content, if any, will be considered to be Member Content for all purposes of these Terms. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your

Third-Party Accounts will be available on and through your CanYa Account on the Site, Services and Application. Please note that if a Third-Party Account or associated service becomes unavailable or CanYa's access to such Third-Party Account is terminated by the third-party service provider, then SNS Content will no longer be available on and through the Site, Services and Application. You have the ability to disable the connection between your CanYa Account and your Third-Party Accounts, at any time, by accessing the "Settings" section of the Site and Application.

PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS.

CanYa makes no effort to review any SNS Content for any purpose, including but not limited to for accuracy, legality or non-infringement and CanYa is not responsible for any SNS Content. Your CanYa Account and your CanYa Account profile page will be created for your use of the Site and Application based upon the personal information you provide to us or that we obtain via an SNS as described above. You may not have more than one (1) active CanYa Account. You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. CanYa reserves the right to suspend or terminate your CanYa Account and your access to the Site, Application and Services if you create more than one (1) CanYa Account, or if any information provided during the registration process or thereafter proves to be inaccurate, fraudulent, not current or incomplete. You are responsible for safeguarding your password. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your CanYa Account, whether or not you have authorized such activities or actions. You will immediately notify CanYa of any unauthorized use of your CanYa Account.

Provider Listing

As a Member, you may create your provider profile to accept job listings. To create a Provider profile CanYa will ask questions to ensure information is properly inputted, name, credit card, trades license number, email, in no particular order. In order to be featured as a Provider via the Site, Application and Services, you must have a valid profile that gets verified and approved by CanYa. Providers will be made publicly available via the Site, Application and Services. Other Members will be able to book your service via the Site, Application and Services based upon the information provided in your Provider Profile. You understand and agree that once a Client requests a booking of your service, you may not request the Client to pay a higher price than in the booking request. You acknowledge and agree that you alone are responsible for any and all content services that your profile possesses and Member Content you post. Accordingly, you represent and warrant that any information you post and the booking of, or a client request, a service in your profile you post (i) will not breach any agreements you have entered into with any third parties, and (ii) will (a) be in compliance with all applicable laws, Tax requirements, and rules and regulations that may apply to any service included in a Profile that you post (including having all required permits, licenses and registrations), and (b) not conflict with the rights of third parties. Please note that CanYa assumes no responsibility for a Provider's compliance with any agreements with or duties to third parties, applicable laws, rules and regulations. CanYa reserves the right, at any time and without prior notice, to remove or disable access to any Profile for any reason, including job listings that CanYa, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms or CanYa's then-current Policies and Guidelines, or otherwise harmful to the Site, Application or Services.

If you are a Provider, you understand and agree that CanYa does not act as an insurer or as your contracting agent. If a Client requests a booking of your service, any agreement you enter into with such Client is between you and the Client and CanYa is not a party to it. Notwithstanding the foregoing, CanYa Payments serves as the limited authorized payment collection agent of the Provider for the purpose of accepting, on behalf of the Provider, payments from Clients of such amounts stipulated by the Provider (including cleaning or other fees and/or Taxes).

When you create a job listing, you may also choose to include certain requirements which must be met by the Members who are eligible to request a booking of your Service, such as requiring

Members to have a profile picture or verified phone number, in order to book your Service. Any Member wishing to book Services included in Listings with such requirements must meet these requirements. More information on how to set such requirements is available via the "Provider Profile" section of the Site, Application and Services.

If you are a Provider, CanYa makes certain tools available to you to help you to make informed decisions about which Members you choose to confirm for booking for your Service. You acknowledge and agree that, as a Provider, you are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals who reside at or are otherwise present at the Service at your request or invitation, excluding the Client (and the individuals the Client invites to the Service, if applicable.)

CanYa recommends that Providers obtain appropriate insurance for their Services. Please review any insurance policy that you may have for your Service carefully, and in particular please make sure that you are familiar with and understand any exclusions to, and any deductibles that may apply for, such insurance policy, including, but not limited to, whether or not your insurance policy will cover the actions or inactions of Clients while at your Service.

CanYa may offer Providers the option of having photographers take photographs of their Services. If you as a Provider choose to have a photographer do this, the photographs taken will be made available to you to include in your Profile with a watermark or tag bearing the words "Canyaapp.com Verified Photo" or similar wording ("**Verified Images**"). You agree that you alone are responsible for ensuring that your Listing is accurately represented in the Verified Images. You alone are responsible for using the Verified Images and you warrant that you will cease to use the Verified Images or any other images if such images cease to accurately represent your Listing. All images, materials and content created by these photographers, including Verified Images, constitute CanYa Content, regardless of whether you include them in your Listing. You agree that CanYa may use the Verified Images for advertising, marketing, commercial and other business purposes in any media or platform, whether in relation to your Profile or otherwise, without further notice or compensation.

No Endorsement

CanYa does not endorse any Member or any Service. You understand that Verified Images are intended only to indicate a photographic representation of the Service at the time the photograph was taken. Verified Images are therefore not an endorsement by CanYa of any Member or any Service. Members are required by these Terms to provide accurate information, and although CanYa may undertake additional checks and processes designed to help verify or check the identities or backgrounds of users, we do not make any representations about, confirm, or endorse any Member or the Member's purported identity or background.

Any references in the Site, Application or Services to a Member being "verified" or "connected" (or similar language) only indicate that the Member has completed a relevant verification process, and does not represent anything else. Any such description is not an endorsement, certification or guarantee by CanYa about any Member, including of the Member's identity and whether the Member is trustworthy, safe or suitable. Instead, any such description is intended to be useful information for you to evaluate when you make your own decisions about the identity and suitability of others whom you contact or interact with via the Site, Application and Services. We therefore recommend that you always exercise due diligence and care when deciding whether to hire a Provider or to accept a booking request from a Client, or to have any other interaction with any other Member. Except as provided in the CanYa Host Guarantee Terms and Conditions ("**CanYa Provider Guarantee**"), which is an agreement between CanYa and Providers, we are not responsible for any damage or harm resulting from your interactions with other Members.

By using the Site, Application or Services, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Members or other third parties will be limited to a claim against the particular Members or other third parties who caused you harm. You agree not to attempt to impose liability on or seek any legal remedy from CanYa with respect to such actions or omissions. Accordingly, we encourage you to communicate directly with other Members on the Site and Services regarding any bookings or Listings made by you. This limitation shall not apply to any claim by a Provider against CanYa regarding the remittance of payments received from a Client by

CanYa on behalf of a Provider, which instead shall be subject to the limitations described in the section below entitled "Limitation of Liability".

Bookings and Financial Terms

Key definitions

"Service Fees" means the amounts that are due and payable by a Client in exchange for that Provider's service. The Provider alone, and not CanYa, is responsible for the Service Fees for his or her service. The Provider may in his or her sole discretion decide to include in these amounts (i) any other fee permitted on the CanYa platform, or (ii) Taxes that the Provider determines that he or she has to collect.

"Client Fees" means the fee that CanYa charges a Client for the use of a Service, which is calculated as a percentage of the applicable Service Fees. The Client Fees will be displayed to the Client when the Client is asked whether to confirm a quote from a Provider.

"Provider Fees" means the fee that CanYa charges a Provider for the use of a Service, which is calculated as a percentage of the applicable Service Fees. The Provider Fees will be displayed to the Provider when the Provider invoices a Client after a Service is complete.

"Total Fees" means collectively the Service Fees and the Client Fees plus any Taxes.

If you are a Provider and a booking is requested for your Service via the Site, Application or Services, you will be required to either quote or decline the booking request. When a booking is requested via the Site, Application or Services, we will share with you (i) the name of the Client who has requested the booking, (ii) a link to the Client's CanYa Account profile page, (iii) an indication of whether or not the Client has provided other information to CanYa, such as a verified email address or a government ID. If your quote is accepted by the Client, you will then have a confirmed booking.

When you complete a confirmed booking with a Client, you will be given an option to finalise the invoice, including editing times and adding extra charges. You can then submit this to the Client for payment. You can choose to be paid in card or cash. If you choose to be paid in card, CanYa Payments will collect the Total Fees after the Client chooses to pay, or 72 hours from the time the invoice was issued, whichever is first. CanYa Payments will then deposit the Service Fees minus the Provider Fees into your CanYa Account. If you choose to be paid in cash, it is your responsibility to collect the Service Fees from your Client which should not include Client Fees. CanYa will then deduct the Provider Fees from your CanYa Account.

You can withdraw any funds in your account at any time for no further fee. The payout is made into your verified bank account and may take up to five business days to process.

If you owe or agree to pay any amount via CanYa Payments to CanYa (whether as a result of your bookings or actions as a Client or otherwise), then CanYa Payments may (but is not obliged to) withhold the amount owing to CanYa from any payout amounts due to you as a Provider, and use the withheld amount to set off the amount owed by you to CanYa. If CanYa Payments does so, then your obligation to pay CanYa will be extinguished to the extent of the amount withheld by CanYa Payments, and CanYa will cease to owe to you any obligations (including, but not limited to, any obligation to pay you) with respect to the amount withheld. In addition to the amount due, if your account is delinquent or you otherwise have chargebacks on your account, you may be charged fees that are incidental to our collection of these delinquent amounts and chargebacks. Such fees or charges may include collection fees, convenience fees, or other third party charges. You hereby explicitly agree that all communication in relation to delinquent accounts will be made by electronic mail or by phone, as provided to CanYa by you. Such communication may be made by CanYa or by anyone on its behalf, including but not limited to a third party collection agent.

Appointment of CanYa Payments as Limited Payment Collection Agent for Provider

Each Provider hereby appoints CanYa Payments as the Provider's limited payment collection agent solely for the purpose of accepting the Service Fees from Clients.

Each Provider agrees that payment made by a Client through CanYa Payments, shall be considered the same as a payment made directly to the Provider, and the Provider will make the Service available to the Client in the agreed-upon manner as if the Provider has received the Service Fees. Each Provider agrees that CanYa may, in accordance with the cancellation policy selected by the Provider and reflected in the relevant Listing, (i) permit the Client to cancel the booking. Each Provider understands that as CanYa Payments accepts payments from Clients as the Provider's limited payment collection agent and that CanYa Payments' obligation to pay the Provider is subject to and conditional upon successful receipt of the associated payments from Clients. CanYa does not guarantee payments to Providers for amounts that have not been successfully received by CanYa Payments from Clients. In accepting appointment as the limited authorized agent of the Provider, CanYa Payments assumes no liability for any acts or omissions of the Provider.

Bookings and Financial Terms for Clients

The Providers, not CanYa, are solely responsible for honouring any confirmed bookings and making available any Services reserved through the Site, Application and Services. If you, as a Client, choose to enter into a transaction with a Provider for the booking of a Service, you agree and understand that you will be required to enter into an agreement with the Provider and you agree to accept any terms, conditions, rules and restrictions associated with such Service imposed by the Provider. You acknowledge and agree that you, and not CanYa, will be responsible for performing the obligations of any such agreements, that CanYa is not a party to such agreements, and that, with the exception of its payment obligations hereunder, CanYa disclaims all liability arising from or related to any such agreements. You acknowledge and agree that, notwithstanding the fact that CanYa is not a party to the agreement between you and the Provider, CanYa Payments acts as the Provider's payment collection agent for the limited purpose of accepting payments from you on behalf of the Provider. Upon your payment of the Total Fees to CanYa Payments, your payment obligation to the Provider for the Service Fees is extinguished, and CanYa Payments is responsible for remitting the Service Fees (less the Provider Fees and any Taxes in respect of the Provider Fees, such as GST in Australia), in the manner described in these Terms. In the event that CanYa Payments does not remit any such amounts as described in these Terms, such Provider will have recourse only against such CanYa entity.

A Client will receive quotes from any booking requests they make. The Total Fees payable will be displayed to a Client before the Client confirms a quote from a Provider.

You as a Client agree to pay CanYa for the Total Fees for any booking requested in connection with your CanYa Account, if such requested bookings are confirmed by the applicable Provider. In order to establish a booking pending the applicable Provider's confirmation of your requested booking, you understand and agree that CanYa Payments, on behalf of the Provider, reserve the right, in its sole discretion, to (i) obtain a pre-authorization via your cash card for the Total Fees or (ii) charge your cash card a nominal amount, not to exceed one dollar (\$1), or a similar sum in the currency in which you are transacting, to verify your cash card. As a general rule, CanYa Payments will collect the Total Fees due after 72 hours after the invoice was issued by the Provider, or you choose to pay an Invoice. Please note that CanYa cannot control any fees that may be charged to a Client by his or her bank related to CanYa's collection of the Total Fees, and CanYa disclaims all liability in this regard.

In connection with your requested booking, you will be asked to provide customary billing information such as name, billing address and cash card information either to CanYa Payments or its third-party payment processor(s). You agree to pay CanYa Payments for any confirmed bookings made in connection with your CanYa Account in accordance with these Terms by one of the methods described on the Site or Application, e.g. by PayPal or credit card. You hereby authorize the collection of such amounts by charging the credit card provided as part of requesting the booking, either directly by CanYa Payments or indirectly, via a third-party online payment processor or by one of the payment methods described on the Site or Application. You also authorize CanYa Payments to charge your credit card in the event of damage caused at an Service as contemplated under "Damage to Services" below, if applicable. If you are directed to CanYa Payments' third-party payment processor(s), you may be subject to terms and conditions

governing use of that third party's service and that third party's personal information collection practices. Please review such terms and conditions and privacy policy before using the services. Once your transaction is complete you will receive an email summarizing your transaction.

Service Fees

In consideration for the use of CanYa's online mobile marketplace and platform, CanYa charges the Service Fees. Where applicable, Taxes (such as GST in Australia) may also be charged in respect of the Provider Fees and Client Fees. CanYa Payments deducts the Provider Fees from the Service Fees before remitting the balance to the Provider as described in these Terms. Client Fees are, as noted above, included in the Total Fees.

Balances will be remitted by CanYa Payments to Providers via direct deposit or other payment methods, as described on the Site or via the Application, in the Provider's currency of choice, depending upon the selections the Provider makes via the Site, Application and Services. Amounts may be rounded up or down as described the "Rounding Off" section below.

Please note that CanYa Payments, may impose or deduct foreign currency processing costs on or from any payments or payouts by CanYa in currencies other than U.S. dollars. More information on any such costs or deductions will be available via the Site and Application. More information on Services Fees can be found at <https://www.canya.com.au/fees>. Except as otherwise provided herein, Service Fees are non-refundable.

General Booking and Financial Terms

Cancellations and Refunds

The CanYa Cancellation and Refund Policy is a separate Policy. See www.canya.com.au/terms

Recurring Payments

In some instances, Clients may be required to make recurring, incremental payments toward the Total Fees owed for a confirmed booking before beginning his or her stay at the applicable Service (collectively, "**Recurring Payments**"). More information on Recurring Payments will be made available via the Site, Application and Services, if applicable. If Recurring Payments apply to a confirmed booking, then the Client authorizes CanYa Payments, on behalf of the Provider, to collect the Total Fees and the Provider agrees that such CanYa entity will initiate payouts to the Provider, in the increments and at the frequency associated with the applicable Recurring Payments, each as identified on the Site, Application and Services.

Rounding Off

CanYa may, in its sole discretion, round up or round down amounts that are payable from or to Clients or Providers to the nearest whole functional base unit in which the currency is denominated (e.g. to the nearest dollar, euro or other supported currency); for example, CanYa will round up an amount of \$101.50 to \$102.00, and \$101.49 to \$101.00.

Some currencies are denominated in large numbers. In those cases, CanYa may determine the functional base unit in which those currencies are denominated to be 10, 100 or 1,000 of the currency; the corresponding examples for such currencies would be for CanYa to round up an amount of 1,045 up to 1,050 and 1,044 down to 1,040, or 35,450 up to 35,500 and 35,449 down to 35,400, or 837,500 up to 838,000 and 837,499 down to 837,000.

Payment Processing Errors

We will take steps to rectify any payment processing errors that we become aware of. These steps may include cashing or debiting (as appropriate) the same payment method used for the original payout to or payment by you, so that you end up receiving or paying the correct amount.

Donations

Some Providers may pledge to donate a portion of the funds they receive from confirmed bookings made via the Site, Application and Services to a particular cause or charity. We do not take any responsibility or liability for whether the Provider does in fact make the donation he or she pledged to make. In such cases, the Provider in question is responsible for his or her own compliance with all laws and regulations applicable to such pledges and/or fund-raising.

Taxes

Tax regulations may require us to collect appropriate tax information from our Providers, or to withhold taxes from payouts to Providers, or both. The Australian Taxation Office (ATO) is an Australian government [statutory agency](#) and the principal revenue collection body for the [Australian government](#). The ATO has responsibility for administering the [Australian federal taxation system](#), [superannuation](#) legislation, and other associated matters. Responsibility for the operations of the ATO are within the portfolio of the federal Treasurer. As the Australian government's principal revenue collection body, the ATO collects [income tax](#), [goods and services tax \(GST\)](#) and other federal taxes. You as a Provider are solely responsible for keeping the information in your tax forms current, complete and accurate. If you as a Provider fail to provide us with documentation that we determine to be sufficient to alleviate our obligation (if any) to withhold taxes from payments to you, we reserve the right in our sole discretion to freeze all payouts to you until resolution, to withhold such amounts as required by law, or to do both.

You as a Provider understand and agree that you are solely responsible for determining (i) your applicable Tax reporting requirements, and (ii) the Taxes that should be included, and for including Taxes to be collected or obligations relating to applicable Taxes in Listings. You are also solely responsible for remitting to the relevant authority any Taxes included or received by you. CanYa cannot and does not offer Tax-related advice to any Members.

You understand and acknowledge that appropriate governmental agencies, departments or authorities (the "**Tax Authority**") where your Service is located may require Taxes to be collected from Clients or Providers on the amount paid for the right to use and/or occupancy of services, and to be remitted to the respective Tax Authority. For any jurisdiction in which we facilitate Collection and Remittance, Providers and Clients expressly grant us permission, without further notice, to store, transfer and disclose data and other information relating to them or to their Transactions, Bookings, Services and Other Taxes, including, but not limited to, personally identifiable information such as Provider or Client's name, transaction dates and amounts, tax identification number(s), the amount of taxes collected from Clients or allegedly due, contact information and similar information, to the relevant Tax Authority.

Opt-in to Provider Remittance of Taxes

If CanYa offers and a Provider selects Opt-in for Provider Remittance in any jurisdiction, Providers and Clients remain solely responsible and liable for the payment and remittance of any and all taxes that may apply to Services; you agree and understand that CanYa is not responsible for, and will not send any such Taxes to the Tax Authority under Opt-in to Provider Remittance of Taxes.

User Conduct

You understand and agree that you are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your use of the Site, Application, Services and Collective Content. In connection with your use of the Site, Application, Services and Collective Content, you may not and you agree that you will not:

- violate any local, state, provincial, national, or other law or regulation, or any order of a court, including, without limitation, Tax regulations;
- use manual or automated software, devices, scripts, robots, backdoors or other means or processes to access, "scrape," "crawl" or "spider" any web pages or other services contained in the Site, Application, Services or Collective Content;
- access or use our Site, Application, Services or the CanYa API to use, expose, or allow to be used or exposed, any CanYa Content: (i) that is not publicly displayed by CanYa in its search results pages or listing pages before a booking is confirmed; (ii) in any way that is

inconsistent with the CanYa Privacy Policy or Terms of Service; or (iii) in any way that otherwise violates the privacy rights or any other rights of CanYa's users or any other third party;

- use the Site, Application, Services or Collective Content for any commercial or other purposes that are not expressly permitted by these Terms;
- copy, store or otherwise access or use any information contained on the Site, Application, Services or Collective Content for purposes not expressly permitted by these Terms;
- infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;
- interfere with or damage our Site, Application or Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, backdoors, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
- use our Site, Application or Services to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or cash, debit, calling card or account numbers;
- use our Site, Application, Services or Collective Content in connection with the distribution of unsolicited commercial email ("spam") or advertisements unrelated to lodging in a private residence;
- "stalk" or harass any other user of our Site, Application, Services or Collective Content, or collect or store any personally identifiable information about any other user other than for purposes of transacting as a CanYa Client or Provider;
- register for more than one CanYa Account or register for a CanYa Account on behalf of an individual other than yourself;
- unless CanYa explicitly permits otherwise, request or book a Service if you will not actually be using that Service yourself;
- contact a Provider for any purpose other than asking a question related to a booking, such Provider's Services or Listings;
- contact a Client for any purpose other than asking a question related to a booking or such Client's use of the Site, Application and Services;
- recruit or otherwise solicit any Provider or other Member to join third-party services or websites that are competitive to CanYa, without CanYa's prior written approval;
- impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
- use automated scripts to collect information from or otherwise interact with the Site, Application, Services or Collective Content;
- use the Site, Application, Services or Collective Content to find a Provider or Client and then complete a booking of an Service independent of the Site, Application or Services, in order to circumvent the obligation to pay any Service Fees related to CanYa's provision of the Services or for any other reasons;

- as a Provider, submit any service with false or misleading price information, or submit any service with a price that you do not intend to honor;
- post, upload, publish, submit or transmit any Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; or (vii) promotes illegal or harmful activities or substances;
- systematically retrieve data or other content from our Site, Application or Services to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise;
- use, display, mirror or frame the Site, Application, Services or Collective Content, or any individual element within the Site, Application, Services or Collective Content, CanYa's name, any CanYa trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the Site, Application or Services, without CanYa's express written consent;
- access, tamper with, or use non-public areas of the Site, Application or Services, CanYa's computer systems, or the technical delivery systems of CanYa's providers;
- attempt to probe, scan, or test the vulnerability of any CanYa system or network or breach any security or authentication measures;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by CanYa or any of CanYa's providers or any other third party (including another user) to protect the Site, Services, Application or Collective Content;
- forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site, Services, Application or Collective Content to send altered, deceptive or false source-identifying information;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site, Services, Application or Collective Content; or
- advocate, encourage, or assist any third party in doing any of the foregoing.
- accept or make a payment for Service Fees outside CanYa Payments. If you do so, you acknowledge and agree that you: (i) would be in breach of these Terms; (ii) accept all risks and responsibility for such payment, and (iii) hold CanYa harmless from any liability for such payment.

CanYa has the right to investigate and prosecute violations of any of the above to the fullest extent of the law.

CanYa may access, preserve and disclose any of your information if we are required to do so by law, or if we believe in good faith that it is reasonably necessary to (i) respond to claims asserted against CanYa or to comply with legal process (for example, subpoenas or warrants), (ii) enforce or

administer our agreements with users, such as these Terms, (iii) for fraud prevention, risk assessment, investigation, customer support, product development and de-bugging purposes, or (iv) protect the rights, property or safety of CanYa, its users, or members of the public. You acknowledge that CanYa has no obligation to monitor your access to or use of the Site, Application, Services or Collective Content or to review or edit any Member Content, but has the right to do so for the purpose of operating and improving the Site, Application and Services (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes), to ensure your compliance with these Terms, to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body, to respond to content that it determines is otherwise objectionable or as set forth in these Terms. CanYa reserves the right, at any time and without prior notice, to remove or disable access to any Collective Content that CanYa, at its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Site, Application or Services.

Privacy

You agree that CanYa's Privacy Policy (as may be updated from time to time) governs CanYa's collection and use of your personal information.

Ownership

The Site, Application, Services, and Collective Content are protected by copyright, trademark, and other laws of the United States, Australia, and foreign countries. You acknowledge and agree that the Site, Application, Services and Collective Content, including all associated intellectual property rights, are the exclusive property of CanYa and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, Application, Services, or Collective Content.

Additional Terms

Our Services have different products and offerings, so sometimes additional terms or product requirements may apply to your use of those products. For example, additional terms apply if you refer new users to CanYa ("Referral Program"). If additional terms are available for the relevant product or Services you use, those additional terms become part of these Terms.

Specific Terms Regarding CanYa Credit

CanYa Credit may only be redeemed for confirmed bookings via the Site, Application and Services and after you accrue CanYa Credit, such CanYa Credit will be automatically applied to your next confirmed booking made via the Site, Application and Services at a maximum rate of 10% the Service Fees. CanYa Credit is credit only and has no cash value for the currency of country the account is created. You may only redeem CanYa Credit after the CanYa Credit amount is reflected in your CanYa Account. The scope, variety, and type of services and products that you may obtain by redeeming CanYa Credit can change at any time.

CanYa Credit expires three (3) years from the date that any CanYa Credit are last accrued in your CanYa Account. CanYa will notify you at the email address you provided during Account registration within thirty (30) days of when the CanYa Credit in your CanYa Account are scheduled to expire. If for some reason you believe that there is a discrepancy regarding your balance of CanYa Credit, please contact us. CanYa may require you to submit additional information in order to make a determination regarding your balance. All decisions regarding your balance will be final and at CanYa's sole discretion. You are responsible for any Tax consequences, if any, that may result from your redemption or use of CanYa Credit. Where applicable, CanYa may be required to account for GST on any services for which the CanYa Credit are redeemed.

Without limiting any other terms of these Terms and subject to applicable law, all CanYa Credit are forfeited if your CanYa Account is terminated or suspended for any reason, in CanYa's sole discretion, or if CanYa discontinues providing the Site, Application, Services or the Referral Program.

Application License

Subject to your compliance with these Terms, CanYa grants you a limited non-exclusive, non-transferable license to download and install a copy of the Application on each mobile device or computer that you own or control and run such copy of the Application solely for your own personal use. Furthermore, with respect to any App Store Sourced Application (defined below), you will only use the App Store Sourced Application (i) on an Apple-branded product that runs the iOS (Apple's proprietary operating system) and (ii) as permitted by the "Usage Rules" set forth in the Apple App Store Terms of Service. CanYa reserves all rights in the Application not expressly granted to you by these Terms.

CanYa Content and Member Content License

Subject to your compliance with the terms and conditions of these Terms, CanYa grants you a limited, non-exclusive, non-transferable license, to (i) access and view any CanYa Content solely for your personal and non-commercial purposes and (ii) access and view any Member Content to which you are permitted access, solely for your personal and non-commercial purposes. You have no right to sublicense the license rights granted in this section.

You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Site, Application, Services, or Collective Content, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by CanYa or its licensors, except for the licenses and rights expressly granted in these Terms.

Member Content

We may, in our sole discretion, permit you to post, upload, publish, submit or transmit Member Content. By making available any Member Content on or through the Site, Application and Services, you hereby grant to CanYa a worldwide, irrevocable, perpetual (or for the term of the protection), non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such Member Content on, through, by means of or to promote or market the Site, Application and Services. CanYa does not claim any ownership rights in any such Member Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such Member Content. You acknowledge and agree that you are solely responsible for all Member Content that you make available through the Site, Application and Services. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Member Content that you make available through the Site, Application and Services or you have all rights, licenses, consents and releases that are necessary to grant to CanYa the rights in such Member Content, as contemplated under these Terms; and (ii) neither the Member Content nor your posting, uploading, publication, submission or transmittal of the Member Content or CanYa's use of the Member Content (or any portion thereof) on, through or by means of the Site, Application and the Services will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

Links

The Site, Application and Services may contain links to third-party websites or resources. You acknowledge and agree that CanYa 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 websites or resources. Links to such websites or resources do not imply any endorsement by CanYa 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 or resources or the Content, products or services on or available from such websites or resources.

Some portions of the CanYa platform implement Google Maps/Earth mapping services, including Google Maps API(s). Your use of Google Maps/Earth is subject to [Google's terms of use](#).

Proprietary Rights Notices

All trademarks, service marks, logos, trade names and any other proprietary designations of CanYa used herein are trademarks or registered trademarks of CanYa. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective parties.

Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Site, Application and Services ("**Feedback**"). You may submit Feedback by emailing us, through the "Contact" section of the Site and Application, or by other means of communication. You acknowledge and agree that all Feedback you give us will be the sole and exclusive property of CanYa and you hereby irrevocably assign to CanYa and agree to irrevocably assign to CanYa all of your right, title, and interest in and to all Feedback, including without limitation all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein, and waive any moral rights you may have in such Feedback. At CanYa's request and expense, you will execute documents and take such further acts as CanYa may reasonably request to assist CanYa to acquire, perfect, and maintain its intellectual property rights and other legal protections for the Feedback.

Copyright Policy

CanYa respects copyright law and expects its users to do the same. It is CanYa's policy to terminate in appropriate circumstances the CanYa Accounts of Members or other account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders. Please see CanYa's Copyright Policy for further information.

Suspension, Termination and CanYa Account Cancellation

We may, in our discretion and without liability to you, with or without cause, with or without prior notice and at any time, decide to limit, suspend, deactivate or cancel your CanYa Account. If we exercise our discretion under these Terms to do so, any or all of the following can occur with or without prior notice or explanation to you: (a) your CanYa Account will be deactivated or suspended, your password will be disabled, and you will not be able to access the Site, Application, Services, your CanYa Account, your Member Content, or receive assistance from CanYa Customer Service, (b) any pending or accepted future bookings as either Provider or Client will be immediately terminated, (c) we may communicate to your Clients or Providers that a potential or confirmed booking has been cancelled, (d) we may refund your Clients in full for any and all confirmed reservations, irrespective of preexisting cancellation policies, (e) we may contact your Clients to inform them about potential alternate Services with other Providers that may be available on the Site, Application and Services, and (f) you will not be entitled to any compensation for reservations or bookings (even if confirmed) that were cancelled as a result of a suspension, deactivation or termination of your CanYa Account. You may cancel your CanYa Account at any time via the "Cancel Account" feature of the Services or by sending us an email. Please note that if your CanYa Account is cancelled, we do not have an obligation to delete or return to you any Content you have posted to the Site, Application and Services, including, but not limited to, any reviews or Feedback.

Disclaimers

If You Choose To Use The Site, Application, Services Or Collective Content Or Participate In The Referral Program, You Do So At Your Sole Risk. You Acknowledge And Agree That CanYa Does Not Have An Obligation To Conduct Background Or Registered Sex Offender Checks On Any Member, Including, But Not Limited To, Clients And Providers, But May Conduct Such Background Or Registered Sex Offender Checks In Its Sole Discretion. The Site, Application, Services, Collective Content And Referral Program Are Provided "As Is", Without Warranty Of Any Kind, Either Express Or Implied. Without Limiting The Foregoing, CanYa Explicitly Disclaims Any Warranties Of Merchantability, Fitness For A Particular Purpose, Quiet Enjoyment Or Non-Infringement, And Any Warranties Arising Out Of Course Of Dealing Or Usage Of Trade. CanYa Makes No Warranty That The Site, Application, Services, Collective Content, Including, But Not

Limited To, The Listings Or Any Services, Or The Referral Program Will Meet Your Requirements Or Be Available On An Uninterrupted, Secure, Or Error-Free Basis. Canya Makes No Warranty Regarding The Quality Of Any Listings, Services, Providers, Clients, Your Accrual Of Canya Cash, The Services Or Collective Content Or The Accuracy, Timeliness, Truthfulness, Completeness Or Reliability Of Any Collective Content Obtained Through The Site, Application, Services Or Referral Program.

No Advice Or Information, Whether Oral Or Written, Obtained From Canya Or Through The Site, Application, Services Or Collective Content, Will Create Any Warranty Not Expressly Made Herein. You Are Solely Responsible For All Of Your Communications And Interactions With Other Users Of The Site, Application Or Services And With Other Persons With Whom You Communicate Or Interact As A Result Of Your Use Of The Site, Application Or Services, Including, But Not Limited To, Any Providers Or Clients. You Understand That Canya Does Not Make Any Attempt To Verify The Statements Of Users Of The Site, Application Or Services Or To Review Or Visit Any Services. Canya Makes No Representations Or Warranties As To The Conduct Of Users Of The Site, Application Or Services Or Their Compatibility With Any Current Or Future Users Of The Site, Application Or Services. You Agree To Take Reasonable Precautions In All Communications And Interactions With Other Users Of The Site, Application Or Services And With Other Persons With Whom You Communicate Or Interact As A Result Of Your Use Of The Site, Application Or Services, Including, But Not Limited To, Clients And Providers, Particularly If You Decide To Meet Offline Or In Person Regardless Of Whether Such Meetings Are Organized By Canya. Notwithstanding Canya's Appointment As The Limited Payment Collection Agent Of The Providers For The Purpose Of Accepting Payments From Clients On Behalf Of The Providers, Canya Explicitly Disclaims All Liability For Any Act Or Omission Of Any Client Or Other Third Party.

Limitation Of Liability

You Acknowledge And Agree That, To The Maximum Extent Permitted By Law, The Entire Risk Arising Out Of Your Access To And Use Of The Site, Application, Services And Collective Content, Your Listing Or Booking Of Any Services Via The Site, Application And Services, Your Participation In The Referral Program, And Any Contact You Have With Other Users Of Canya Whether In Person Or Online Remains With You. Neither Canya Nor Any Other Party Involved In Creating, Producing, Or Delivering The Site, Application, Services, Collective Content Or The Referral Program Will Be Liable For Any Incidental, Special, Exemplary Or Consequential Damages, Including Lost Profits, Loss Of Data Or Loss Of Goodwill, Service Interruption, Computer Damage Or System Failure Or The Cost Of Substitute Products Or Services, Or For Any Damages For Personal Or Bodily Injury Or Emotional Distress Arising Out Of Or In Connection With These Terms, From The Use Of Or Inability To Use The Site, Application, Services Or Collective Content, From Any Communications, Interactions Or Meetings With Other Users Of The Site, Application, Or Services Or Other Persons With Whom You Communicate Or Interact As A Result Of Your Use Of The Site, Application, Services, Or Your Participation In The Referral Program Or From Your Listing Or Booking Of Any Service Via The Site, Application And Services, Whether Based On Warranty, Contract, Tort (Including Negligence), Product Liability Or Any Other Legal Theory, And Whether Or Not Canya Has Been Informed Of The Possibility Of Such Damage, Even If A Limited Remedy Set Forth Herein Is Found To Have Failed Of Its Essential Purpose.

Except For Our Obligations To Pay Amounts To Applicable Providers Pursuant To These Terms Or An Approved Payment Request Under The Canya Provider Guarantee, In No Event Will Canya's Aggregate Liability Arising Out Of Or In Connection With These Terms And Your Use Of The Site, Application And Services Including, But Not Limited To, From Your Listing Or Booking Of Any Service Via The Site, Application And Services, Or From The Use Of Or Inability To Use The Site, Application, Services, Or Collective Content Or Your Participation In The Referral Program And In Connection With Any Service Or Interactions With Any Other Members, Exceed The Amounts You Have Paid Or Owe For Bookings Via The Site, Application And Services As A Client In The Twelve (12) Month Period Prior To The Event Giving Rise To The Liability, Or If You Are A Provider, The Amounts Paid By Canya To You In The Twelve (12) Month Period Prior To The Event Giving Rise To The Liability, Or One Hundred U.S. Dollars (US\$100), If No Such Payments Have Been Made, As Applicable. The Limitations Of Damages Set Forth Above Are Fundamental Elements Of The Basis Of The Bargain Between Canya And You. Some Jurisdictions Do Not Allow The Exclusion Or

Limitation Of Liability For Consequential Or Incidental Damages, So The Above Limitation May Not Apply To You.

Indemnification

You agree to release, defend, indemnify, and hold CanYa and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (a) your access to or use of the Site, Application, Services, or Collective Content or your violation of these Terms; (b) your Member Content; (c) your (i) interaction with any Member, (ii) booking of an Service, or (iii) creation of a Listing; (d) the use of a Service by you, including but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of a booking or use of a Service; and (e) your participation in the Referral Program or your accrual of any CanYa Cash.

Accessing and Downloading the Application from iTunes

The following applies to any Application accessed through or downloaded from the Apple App Store ("**App Store Sourced Application**"):

- You acknowledge and agree that (i) these Terms are concluded between you and CanYa only, and not Apple, and (ii) CanYa, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Services.
- You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.
- In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between CanYa and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of CanYa.
- You and CanYa acknowledge that, as between CanYa and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under client protection or similar legislation.
- You and CanYa acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between CanYa and Apple, CanYa, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms.
- You and CanYa acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.

- Without limiting any other terms of these Terms, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.

Reporting Misconduct

If you or provide anyone who you feel is acting or has acted inappropriately, including but not limited to anyone who (i) engages in offensive, violent or sexually inappropriate behavior, (ii) you suspect of stealing from you, or (iii) engages in any other disturbing conduct, you should immediately report such person to the appropriate authorities and then to CanYa by contacting us with your police station and report number; provided that your report will not obligate us to take any action beyond that required by law (if any) or cause us to incur any liability to you.

Entire Agreement

These Terms constitute the entire and exclusive understanding and agreement between CanYa and you regarding the Site, Application, Services, Collective Content, and any bookings or Listings of Services made via the Site, Application and Services, and these Terms supersede and replace any and all prior oral or written understandings or agreements between CanYa and you regarding bookings or listings of Services, the Site, Application, Services, and Collective Content.

Assignment

You may not assign or transfer these Terms, by operation of law or otherwise, without CanYa's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. CanYa may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Notices

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by CanYa (i) via email (in each case to the address that you provide) or (ii) by posting to the Site or via the Application. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

Controlling Law and Jurisdiction

These Terms and your use of the Services will be interpreted in accordance with the laws of the State of Hawaii and California and the United States of America, without regard to its conflict-of-law provisions. You and we agree to submit to the personal jurisdiction of a state court located in San Francisco County, San Francisco, California or a United States District Court, Northern District of California located in San Francisco, California for any actions for which the parties **retain the right to seek** injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights, **as set forth in the Dispute Resolution provision below.**

Dispute Resolution

You and CanYa agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof, or to the use of the Services or use of the Site or Application (collectively, "**Disputes**") will be settled by binding arbitration, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. You acknowledge and agree that you and CanYa are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both you and CanYa otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the

entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms. Arbitration Rules and Governing Law. The arbitration will be administered by the American Arbitration Association ("**AAA**") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Client Related Disputes (the "**AAA Rules**") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at www.adr.org/arb_med or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section.

Arbitration Process. A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a [form Demand for Arbitration](#) and a separate form for [California residents](#).) The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of California and will be selected by the parties from the AAA's roster of client dispute arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

Arbitration Location and Procedure. Unless you and CanYa otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and CanYa submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

Arbitrator's Decision. The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. CanYa will not seek, and hereby waives all rights it may have under applicable law to recover, attorneys' fees and expenses if it prevails in arbitration.

Fees. Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed \$5,000, CanYa will pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

Changes. Notwithstanding the provisions of the "Modification" section above, if CanYa changes this "Dispute Resolution" section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email) within 30 days of the date such change became effective, as indicated in the "Last Updated Date" above or in the date of CanYa's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and CanYa in accordance with the provisions of this "Dispute Resolution" section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

General

The failure of CanYa to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of CanYa. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

Third party beneficiary

These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties. Notwithstanding the foregoing, the parties agree that the payment card networks are third party beneficiaries of these Terms for purposes of enforcing provisions related to payments, but that their consent or agreement is not necessary for any changes or modifications to these Terms.