

## **TERMS AND CONDITIONS OF SERVICE**

Patch Controls Ltd. ("**Patch Controls**") will allow you to access and use the Services through the Ticket Minder application (the "**Application**") on the condition that you accept the terms and conditions set out below (the "**Terms of Service**").

**IMPORTANT: READ BEFORE ACCESSING AND/OR USING THE SERVICES. BY ACCESSING THE APPLICATION AND/OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE. IF YOU DO NOT WISH TO AGREE TO THESE TERMS OF SERVICE, DO NOT ACCESS THE SERVICES PROVIDED BY PATCH CONTROLS THROUGH THE APPLICATION.**

These Terms of Service are entered into between you and Patch Controls. If you are using the Application or the Services on behalf of another, you represent that you are authorized to accept the Terms of Service on such user's behalf. Unless explicitly stated otherwise, these Terms of Service will govern use of any and all new features that augment or enhance the current Application or Services, including the release of any new Application or Service by Patch Controls.

Patch Controls explicitly reserves the right to modify or amend these Terms of Service without notice at any time. As such, it is important that the Terms of Service be read on a regular basis so that you are aware of any such changes. You can review the most current Terms of Service at any time at [www.ticketminderapp.com](http://www.ticketminderapp.com)

### **1. Licensed Rights**

Subject to these Terms of Service, Patch Controls hereby grants you a non-exclusive, non-transferable, worldwide right to use the Application on any device that you own or control to access the Services during the License Term (the "**Licensed Rights**"). This license does not allow you to use the Application on any device that you do not own or control, and you may not distribute or make the Application available over a network where it could be used by multiple devices at the same time.

### **2. User Conduct**

In consideration of the availability and your use of the Application and the Services, you agree to comply with these Terms of Service and all applicable laws when using the Application and the Services. You acknowledge that Patch Controls may investigate any violations of law and may cooperate with law enforcement authorities in prosecuting users in this regard. Additionally, unless otherwise permitted as part of the Licensed Rights, you agree not to:

- (a) use the Application or the Services in a manner which is contrary to law or would serve to restrict or inhibit any other user from using or enjoying the Services;
- (b) interfere with the security of, or otherwise abuse, the Application or the Services, system resources, accounts, servers or networks connected to or accessible through the Application or the Services;
- (c) use or attempt to use another's account, password or other information without the prior written authorization of Patch Controls, or create or use a false identity for use in connection with the Application or the Services;

- (d) access the Application or the Services for the purposes of monitoring availability, performance or functionality, or for any other benchmarking or competitive purpose;
- (e) decompile, reverse engineer, disassemble, attempt to derive source code of, modify or create derivatives works of the Application; or
- (f) attempt to obtain unauthorized access to the Services or portions of the Services which are restricted from general access.

Further, the technology and software underlying the Services, including, but not limited to, the Application, is the property of Patch Controls. You agree not to copy, modify, rent, lease, loan, sell, assign, distribute, reverse engineer or otherwise transfer any right to the technology or software underlying the Application or the Services.

### 3. Security

You agree not to share your username or password with others and to choose a password that cannot be easily guessed by others. Patch Controls is not responsible for any consequences which may result from you sharing your username or password with others.

### 4. Pricing and Fees

In consideration of the Licensed Rights, you hereby agree to the payment terms contained in this Section 4. Price per download of \$7.99.

### 5. Services Provided

Under these Terms and Service, Patch Controls shall provide the following services (the "**Services**") through the Application:

Patch Controls provides a mobile application, Ticket Minder, that allows you to store pictures and data related to training certification locally on your mobile device.

The Services may display, include or make available content, data, information, applications or materials from third parties ("**Third Party Materials**") or provide links to certain third party web sites. By using the Services, you acknowledge and agree that Patch Controls is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or web sites. Patch Controls does not warrant or endorse and does not assume and will not have any liability or responsibility to you or any other person for any Third Party Materials or web sites, or for any other materials, products, or services of third parties, including, but not limited to, any lawyers. Third Party Materials and links to other web sites are provided solely as a convenience to you.

You agree that any Services contain proprietary content, information and material that is protected by applicable intellectual property and other laws, including, but not limited to, copyright, and that you will not use such proprietary content, information or materials in any way whatsoever except for permitted use of the Services. No portion of the Services may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Services, in

any manner, and you shall not exploit the Services in any unauthorized way whatsoever, including, but not limited to, by trespass or burdening network capacity.

Patch Controls reserves the right to change, suspend, remove, or disable access to any Services at any time without notice. In no event will Patch Controls be liable for the removal of or disabling of access to any such Services. Patch Controls may also impose limits on the use of or access to certain Services, in any case and without notice or liability.

**6. Legal Disclaimer**

Patch Controls is not responsible for the safety or storage of the physical copies of your training certification. Patch Controls will make all reasonable efforts to ensure that the Services are provided in a reliable manner, but is not responsible or liable for any consequences resulting from the improper functioning of the Services. You are responsible for ensuring that the appropriate training certificates are available when required, and Patch Controls is not liable for any jobs, wages, or opportunities lost as a result of being unable to provide such certificates when required.

**7. Termination**

The Licensed Rights are effective until terminated by you or Patch Controls (the "**License Term**"). Your rights under this agreement will terminate automatically without notice from Patch Controls if you fail to comply with any condition(s) of these Terms of Service. Upon termination, you shall cease all use of the Application and the Services, and destroy all copies, full or partial, of the Application.

**8. No Warranty**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE APPLICATION IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APPLICATION AND ANY SERVICES ARE PROVIDED AS IS AND AS AVAILABLE, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PATCH CONTROLS HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE APPLICATION AND ANY SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. PATCH CONTROLS DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE APPLICATION, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY OR THROUGH THE APPLICATION WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE APPLICATION OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE APPLICATION OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PATCH CONTROLS OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY.

**9. Limitation of Liability**

PATCH CONTROLS AND EACH OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND OTHER RELATED ENTITIES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF PATCH CONTROLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES), IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE) OR ANY OTHER CAUSE OF ACTION, RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE APPLICATION OR THE SERVICES; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE APPLICATION OR THE SERVICES; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (iv) ANY OTHER MATTER RELATING TO THE APPLICATION OR THE SERVICES. THIS LIMITATION OF LIABILITY APPLIES, WITHOUT LIMITATION, TO: (i) ANY DAMAGES OR INJURY CAUSED BY ANY ERROR, OMISSION OR OTHER FAILURE OF PERFORMANCE BY PATCH CONTROLS, ITS AFFILIATES, SERVICE PROVIDERS, LAWYERS AND BUSINESS PARTNERS; (ii) ANY INTERRUPTION, DEFECT OR DELAY IN OPERATION OR TRANSMISSION, INCLUDING COMMUNICATION LINE FAILURE; (iii) ANY COMPUTER VIRUS; AND (iv) ANY THEFT, DESTRUCTION OR ALTERATION OF, OR UNAUTHORIZED ACCESS TO OR USE OF, ANY ELECTRONIC RECORDS OR DATA.

PATCH CONTROLS SPECIFICALLY DISCLAIMS ANY LIABILITY ARISING FROM YOUR USE OF THE SERVICES IN JURISDICTIONS IN WHICH THE USE OF SERVICES SUCH AS THAT OFFERED BY PATCH CONTROLS IS ILLEGAL. PATCH CONTROLS IS NOT LIABLE FOR ANY CONSEQUENCES RESULTING FROM YOUR USE OF THE PATCH CONTROLS SITE OR SERVICES.

IN ANY EVENT, PATCH CONTROLS' TOTAL LIABILITY FOR ANY AND ALL DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE APPLICATION OR THE SERVICES FROM ANY CAUSE, INCLUDING, BUT NOT LIMITED TO, CONTRACT LIABILITY OR PATCH CONTROLS'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY SHALL NOT, IN THE AGGREGATE, EXCEED THE FEES ACTUALLY RECEIVED BY PATCH CONTROLS FROM YOU IN THE PREVIOUS CALENDAR YEAR.

**10. Indemnity**

You agree to indemnify, defend and hold harmless Patch Controls and each of its officers, directors, employees, affiliates and other related entities, agents, representatives, successors and assigns from and against any claims, actions or demands, including, without limitation, legal and accounting fees arising from your use of the Application and the Services, any violation of these Terms of Service by you or any violation of applicable law or rights properly belonging to another party by you.

**11. Force Majeure**

Patch Controls will not be liable for any delay or failure to perform to the extent due to causes beyond its reasonable commercial control.

**12. Ownership of Data**

You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and right to use of all data submitted by you for use in connection with the Application or the Services and Patch Controls shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any data.

**13. Privacy and Protection of Personal Information**

Patch Controls respects the privacy and confidentiality of your personal information. Patch Controls does not collect your personal information, except where you provide such information in the course of using the Application or the Services. By submitting personal information to Patch Controls, you acknowledge and agree that you have consented to the collection, use and disclosure of that personal information as specified on any collection form.

The general policies of Patch Controls with respect to the collection, use and disclosure of personal information are reflected in Patch Controls's privacy policy, found at [www.ticketminderapp.com](http://www.ticketminderapp.com) (the "**Privacy Policy**") and any questions in that regard may be directed to Patch Controls (as identified in the Privacy Policy). Should Patch Controls change its Privacy Policy, the revised policy will be posted prominently on its website, or it will be otherwise brought to your attention.

**14. Changes to Terms and Conditions**

Patch Controls reserves the right to modify, add to, delete from, alter or update these Terms of Service (each a "**Change**") without notice at any time. Any Changes will be posted to [www.ticketminderapp.com](http://www.ticketminderapp.com) and it is your responsibility to ensure that you are aware of any such Change from time to time. Changes will become effective as soon as they are first posted and you will be deemed to have accepted any Changes if you continue to use the Application or the Services after that time.

**15. Severability**

These Terms of Service operate to the fullest extent permissible by law. If any provision of these Terms of Service is unlawful or unenforceable, that provision is deemed severable from these Terms of Service and does not affect the validity and enforceability of any remaining provisions.

**16. Governing Law**

These Terms of Service shall be deemed to have been made and performed exclusively in Alberta and shall be governed by and interpreted in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein without regard to conflict of laws principles. You agree to submit to the exclusive forum, jurisdiction and venue of the courts of Alberta for any claim related to these Term of Service and you agree not to bring any action, suit or proceeding against Patch Controls, its officers, directors, employees, affiliates and other related entities, agents, representatives, successors and assigns in any jurisdiction other than the Province of Alberta.

**17. General**

These Terms of Service and Patch Controls' Privacy Policy, together, constitute the entire agreement between you and Patch Controls with respect to the use of the Application and the Services. Patch Controls' failure to insist upon or enforce strict performance of any provision of these Terms of Service shall not be construed as a waiver of any provision or right of Patch Controls.