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If you contact any lawyer or member of Famiquity by email, this method of communication does not constitute a client/lawyer relationship. Be advised that any e-mail or other form of electronic correspondence entered into herein is not to be construed as legal advice, and is only a means to contact members of the Famiquity in a direct and timely fashion.

#### **Email communication and Risks of Usage**

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When a credit(s) is (are) purchased, the Buyer unconditionally accepts that they will pay in full the amount indicated on Famiquity's receipt. The Buyer unconditionally accepts that in return for the credit purchased, one Financial Report and one Relationship Report will be provided by Famiquity to the Recipient User as indicated on Famiquity's receipt.

There are NO REFUNDS. At no time, will Famiquity provide a REFUND. The content of the Reports are irrelevant do not determine the value of the credit purchased. There is no warranty as to the information contained in the Reports. Famiquity bears no liability for the content of the Reports and the Buyer and the Recipient User indemnify Famiquity, and waive all claims to Famiquity's shareholders, directors, employees and all related parties/corporations as to any fault.

### **Information provided by you**

In an effort to reduce the personal information collection, Famiquity asks for first names, and email addresses in order to create an account. The email address you provide when registering will uniquely identify you and your data. **You have the option** of providing an email address that is not connected to your identity, and Famiquity strongly recommends this to all users.

By answering questions on Famiquity Websites/mobilesites, you are agreeing to provide Famiquity data, which they can organize as financial data, relationship data, and influencer data. You agree to indemnify Famiquity, it's ownership, directors, employees of any harm, damages as a result of data storage, and transfer of any data and information provided by you.

You agree that any information or materials that you provide to Famiquity through any of its Websites, Reports, shall become the sole property of Famiquity, and may be used freely by Famiquity.

By providing such information and materials, you declare and warrant that you have all necessary rights to submit such information and materials and that the information and materials do not infringe the rights of third parties.

Famiquity does not share "relationship" data with third parties, unless under Court Order and/or Warrant

Famiquity may provide you options of reserving your financial data, and influencer data to third parties. When you agree to spend a credit received from any third party, that party shall be entitled to view your Financial Reports, and receive all the financial information you provided to Famiquity.

Data relevancy shall be determined by Famiquity and you agree to indemnify Famiquity it's ownership, directors, employees of any harm, damages as a result of the relevancy decision.

Famiquity does not store credit card data on it's servers. Any credit card data is managed by a third party, and we will refer this party upon request.

Please visit our Privacy Policy

### **Termination**

Famiquity reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website or Services (or any part thereof) with or without notice. Further, Famiquity reserves the right to change these Terms of Use at any time and to notify you by posting an updated version of the Terms of Use on this Website. You are responsible for regularly reviewing the Terms of Use, including, without limitation, by checking the date of *Last Update* at the bottom of this document. Continued use of the Website after any such changes shall constitute your consent to be bound by such changes, with continued provision of the use of the Website constituting consideration from Famiquity to you for so being bound. Your only right with respect to any dissatisfaction with (1) these Terms of Use (2) any policy or practice of ours in operating the Website or (3) any Content available through the Website, is to stop visiting and using the Website and/or to close your account.

### **Data Storage and Transferability**

Famiquity reserves the right to store, transfer, move, and delete the data it collects from you at it's own discretion. Famiquity shall do so without cost to the user. At anytime,

Famiquity may change operating and brand names. Famiquity may transfer the data it collects from users to other operating and brand names, without notice, without cost, at anytime.

#### **NON-DISCLOSURE OF EVALUATION MATERIAL**

Any information (data, website, mobile, forms, questionnaire, videos, payment, etc) provided to recipients for the purposes of evaluation, the Evaluation Material will be used by the Receiving Party solely for the purpose of evaluating the Transaction. Such Evaluation Material will be kept strictly confidential by the Receiving Party, except that the Evaluation Material or any portion thereof may be disclosed to affiliates, directors, officers, employees, advisors, attorneys, agents, controlling persons, potential bidding partners and financing sources or other representatives (each, a "Representative", and collectively, the "Representatives") of the Receiving Party who need to know such information for the purpose of evaluating the Transaction and who agree to treat the Evaluation Material in accordance with the terms of this Agreement.

#### **DISCLOSURE UNDER COURT ORDER OR SUBPOENA**

In the event that the Receiving Party or any of its Representatives receives a request to disclose all or any part of the Evaluation Material under the terms of a subpoena or order issued by a court of competent jurisdiction or under a civil investigative demand or similar process, (i) the Receiving Party agrees to promptly notify the Disclosing Party of the existence, terms and circumstances surrounding such a request and (ii) if the Receiving Party or its applicable Representative is in the opinion of its counsel compelled to disclose all or a portion of the Evaluation Material, the Receiving Party or its applicable Representative may disclose that Evaluation Material that its counsel advises that it is compelled to disclose and will exercise reasonable efforts to obtain assurance that confidential treatment will be accorded to that Evaluation Material that is being so disclosed.

#### **CONFIDENTIALITY OF THE TERMS OF THIS AGREEMENT**

Unless otherwise required by law, or unless otherwise provided in a final definitive agreement regarding the Transaction when, as and if executed, both parties and their respective Representatives will not, without the prior written consent of the other party, disclose to any person (other than Representatives of the parties hereto who need to know such information for the purpose of evaluating the Transaction and who agree to treat such information in accordance with the terms of this Agreement) any of the terms or conditions of the Transaction.

#### **OWNERSHIP OF RIGHTS TO EVALUATION MATERIAL**

Nothing in this Agreement shall divest the Disclosing Party of any of its right, title or interest in and to any Evaluation Material. Within 30 days after being so requested by the Disclosing Party, the Receiving Party and its Representatives shall destroy or return all Evaluation Material furnished to the Receiving Party and/or any of its Representatives by the Disclosing Party. Except to the extent a party is advised by counsel that such destruction is prohibited by law, the Receiving Party and its Representatives will also destroy all written material, memoranda, notes, copies, excerpts and other writings or recordings whatsoever prepared by the Receiving Party and/or its Representatives based upon, containing or otherwise reflecting any Evaluation Material. At the request of the Disclosing Party made at the time of its request for the destruction of Evaluation Material, any destruction of materials shall be certified to the Disclosing Party in writing by an authorized officer of the Receiving Party supervising such destruction.

#### **INJUNCTIVE RELIEF**

Both parties agree that money damages may not be a sufficient remedy for any breach of the terms of this Agreement by the Receiving Party or any of its Representatives, and that, in addition to all other remedies at law or in equity to which the Disclosing Party may be entitled, the Disclosing Party may be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach.

#### **NO LICENSE GRANTED**

Both parties recognize and agree that, on and after the date hereof, neither party will have the right to use the other party's service marks, trademarks, trade names, licenses, procedures, processes, labels, trade secrets or customer lists without explicit written consent.

#### **NON-ASSIGNMENT OF RIGHTS**

Neither party hereto shall assign in whole or in part its rights or obligations under this Agreement without the express written consent of the other party. This Agreement shall be binding upon and shall inure to the benefit of each of the party's successors and permitted assigns.

#### **SEVERABILITY**

If it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) that any term or provision hereof is invalid or unenforceable, (i) the remaining terms and provisions hereof shall be unimpaired and shall remain in full force and effect and (ii) the invalid or unenforceable provision or term shall be replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or provision.

#### **PRIOR UNDERSTANDINGS**

This Agreement embodies the entire agreement and understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings relating to the matters provided for herein. No alteration, waiver, amendment, change or supplement hereto shall be binding or effective unless the same is set forth in writing signed by a duly authorized representative of each party.

#### **COPIES**

For the convenience of the parties, any number of counterparts of this Agreement may be executed by the parties hereto. Each such counterpart shall be, and shall be deemed to be, an original instrument, and all such counterparts taken together shall constitute one and the same agreement.

#### **Canadian Laws**

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Please be aware of the laws of your country or that otherwise apply to you in relation to any of the matters described in the pages of the Websites. If you choose to access the Websites, you do so on your own initiative and are responsible for compliance with applicable local, national or international laws.

You may not use, export or re-export the Information or any copy or adaptation thereof in violation of any applicable laws or regulations, including export laws and regulations of Canada in force from time to time.

**Jurisdiction**

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