


TERMS OF SERVICE

When you use our Services you agree to all of these terms. Your use of our Services is also subject to our Privacy Policy, which covers how we collect, use, share, and store your personal information.

Last updated on: July 6, 2020

MAX Aspire ("**MAX Aspire**" or "**we**" or "**us**" or "**our**") owns and operates the website  (the "**Website**"). These terms of service (the "**Terms of Service**" or "**Terms**") together with our [Privacy Policy](#) which is incorporated into these Terms by reference apply to all users and viewers of the Website including individuals, partnerships, corporations or other legal entities ("**You**" or "**Your**" or "**user**"). These Terms govern Your use of the Website in addition to the Services as described below. By using this Website You agree to be bound by these Terms. If You do not agree to be bound by these Terms, then do not use the Website or any of its content or Services. These Terms of Service may be amended or updated by us from time to time without notice. The Terms may have changed since Your last visit to this Website, and it is Your responsibility to review these Terms for any changes. Your use of this Website or the Services after any amendments or updates of these Terms shall signify your acceptance to such amendments or updates. The date of last update of these Terms is indicated above. If you are accessing our services through the Website pursuant to an enterprise agreement between MAX Aspire and another enterprise (such as your employer, university, third-party platform or similar), then to the extent these terms conflict with that enterprise agreement, the terms of that enterprise agreement shall prevail.

1. SERVICE OVERVIEW

MAX Aspire facilitates connections among colleagues, young industry professionals, senior industry professionals, and other like-minded business leaders and aspirants who use the services provided through the Website (the “**Service**”) in order to share insights and inspire future opportunities.

2. REGISTRATION AND PROFILE SETTINGS

In order to use the Service, you must be of legal age to do so and must register and create a profile containing your name, user name, password, email, profile picture and updated resume. We reserve the right to verify the profile information that You provide to us prior to us approving Your account or approving the change in your account from private to public. For example, we may complete an online search using Your name and the name of the institution or company with which you state you are affiliated or employed in order to verify the employment information You provide. We reserve the right to reject inappropriate applications for any reason in our sole discretion, including rejecting Your application for any role or to serve in a capacity where we feel Your qualifications do not meet the necessary criteria.

3. PAYMENT TERMS

Payment Terms – in consideration for the receipt of the Services and the licenses and other consideration granted hereunder You agree as follows.

- a. You will pay MAX Aspire the fees specified on the website for the Services (the “**Fees**”). Fees will be invoiced annually in advance for the upcoming year. Unless otherwise stated, all payments shall be made to MAX Aspire within thirty (30) calendar days after receipt of the invoice. MAX Aspire

reserves the right to increase monthly service fees on an annual basis. You will have the opportunity to renew or opt-out of the annual license fee as then indicated on the website.

- b. *Fees Independent of Credits Purchased* -- all charges and fees provided for in this Agreement are exclusive of and do not include any credits that might be offered to you or required of you to purchase in order for MAX Aspire to arrange for certain of the Services (e.g. a confirmed coffee connection with a senior executive). The cost associated with the purchase of such credits will be above and beyond Your ordinary registration Fee.
- c. *Invoicing and Payment of Taxes* – all charges and fees provided for in this Agreement are exclusive of and do not include any foreign or domestic governmental taxes or charges of any kind imposed by any federal, state, provincial or local government on the transactions contemplated by this Agreement, including without limitation excise, sales, use, property, license, value-added taxes, goods and services, harmonized, franchise, withholding or similar taxes, customs or other import duties or other taxes, tariffs or duties other than taxes that are imposed based on the net income of Customer. Any such taxes that are imposed shall be Your sole responsibility.
- d. *Overdue Payments* – any payment not received from You by the due date will accrue late charges at the rate of one percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is higher, from the date such payment was due until the date paid.
- e. *Suspension of Service* – if Your account is thirty (30) days or more overdue, in addition to any of its other rights or remedies,

MAX Aspire reserves the right to either suspend the Services provided to You until such amounts are paid in full or to otherwise terminate the Services in accordance with these Terms and Conditions.

4. PASSWORD SECURITY

You are responsible for protecting Your password and you agree to keep Your password secure. You are solely responsible for any activity that occurs through the use of Your account or under Your user name whether authorized or not. It is Your responsibility to notify MAX Aspire if Your password is lost or if You suspect unauthorized use of Your account has occurred. Failure to do so may result in but is not limited to immediate suspension or termination of Your account.

5. NO ENDORSEMENT

- a. *Other Users* – publicly-visible users (and users who choose to become publicly visible users at any point after initial registration) go through a basic screening process, which may involve a brief online search aimed at verifying their name and employment information, or a requirement to enter a registration code we provide to companies to allow their employees to register as users with a publicly visible profile. However, it is Your sole responsibility to verify whether the qualifications or expertise of any particular user meets your interests and requirements when you seek a meeting request. We only facilitate engagement between users and we do not endorse any services offered by our users. We also cannot oversee interactions and meetings between users. You therefore acknowledge that if You elect to engage with another user, such dealings are solely between You and the other party and MAX Aspire shall not have any responsibility or

liability for any losses or damages that You may incur as a result of such dealings.

- b. *Third Party Websites/Links* - the Website may contain links to other websites and/or third party advertisements for products and services that are not owned or controlled by MAX Aspire. We are not responsible for the content of any linked websites or advertisements. Any third-party websites or services accessed from the Website are subject to the terms and conditions of those websites and or services and You are responsible for determining those terms and conditions and complying with them. The presence on the Website of a link to any third party website does not imply that MAX Aspire endorses or accepts any responsibility for the content or use of such website. If You elect to have any business dealings with anyone whose products or services may be advertised on the Website, You acknowledge and agree that such dealings are solely between You and such advertiser and that MAX Aspire shall not have any responsibility or liability for any losses or damages that You may incur as a result of such dealings.

6. YOUR CONDUCT

In using the Website or the Service, You shall not:

- A. copy or distribute any part of the Website or Services (including any content) without our prior consent;
- B. alter or modify any part of the Website;
- C. sell products or services that are unlawful in the location at which the content is posted or received;

D. upload, post, email, transmit or otherwise make available on the Website:

D.1 any material that is unlawful, harmful, threatening, abusive, vulgar, pornographic, obscene, defamatory, libelous, harassing, grossly offensive, malicious, hateful, or racially or ethnically objectionable, encourages criminal behaviour, gives rise to civil liability, invasive of another's privacy or infringes or misappropriates the copyright, trademark, proprietary or other intellectual property right of any third party;

D.2 any falsehoods or misrepresentations or create an impression that You know is incorrect, misleading, or deceptive, or any material that could damage or harm other users in any way;

D.3 any unsolicited or unauthorized advertising, solicitations for business, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;

D.4 any material that contains software, viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or data or the Website or that of any users or viewers of the Website or that compromises a user's privacy;

E. impersonate any person or entity or misrepresent their affiliation with a person or entity;

F. interfere with or disrupt the Website or servers or networks connected

to the Website, or disobey any requirements, procedures, policies or regulations of networks connected to the Website or probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;

G. collect or store personal information about any other users except where they have shared such information with You; or

H. resell the content of the Website, the use of the Website or access to the Website or the content of the Website;

While MAX Aspire does not routinely monitor accounts and has no obligation to monitor any accounts for violation of these Terms, MAX Aspire reserves the right to investigate suspected violations. At its sole discretion, if MAX Aspire finds that the MAX Aspire Website or Services are being used in a way that violates these Terms, MAX Aspire may take necessary reasonable action that may include, but is not limited to immediate suspension or termination of Your account and access to the Website and the Services. MAX Aspire may suspend or terminate your account without notifying You and MAX Aspire shall not have any liability for such actions taken with respect to violations. MAX Aspire will co-operate with law enforcement with respect to the prosecution of illegal activities as required by law.

7. CHANGES TO THE SERVICE OR WEBSITE

We reserve the right to alter, suspend, or discontinue this Website and/or the Service at any time and for any reason or no reason. In such cases, we will endeavour to give notice of such changes on the Website. The Website may also be unavailable from time to time due to maintenance or malfunction of computer or network equipment (among other reasons). We may periodically add or update the information and materials on this Website without notice.

8. FEEDBACK: WEBSITE AND/OR SERVICE

If You provide MAX Aspire with any suggestions, comments or other feedback ("**Feedback**") relating to the Website and/or Service, we may use such Feedback in the Website or in any other MAX Aspire products or services (collectively, "**MAX Aspire Offerings**"). Accordingly, You agree that: (a) MAX Aspire is not subject to any confidentiality obligations in respect of the Feedback, (b) the Feedback is not confidential or proprietary information of You or any third party and You have all of the necessary rights to disclose the Feedback to us, (c) MAX Aspire (including all of its successors and assigns and any successors and assigns of any of the MAX Aspire Offerings) may freely use, reproduce, publicize, license, distribute, and otherwise commercialize Feedback in any MAX Aspire Offerings, and (d) You are not entitled to receive any compensation or re-imbursement of any kind from MAX Aspire or any of the users of the Website.

9. DISCLAIMER / INDEMNIFICATION

- a. *NO REPRESENTATION MADE* - THE INFORMATION AND MATERIALS PROVIDED ON THIS WEBSITE ARE PROVIDED "AS IS." SPECIFICALLY, BUT WITHOUT LIMITATION, MAX ASPIRE DOES NOT REPRESENT, WARRANT OR OFFER ANY CONDITIONS THAT: (I) THE INFORMATION OR MATERIALS ON THIS WEBSITE ARE CORRECT, ACCURATE, RELIABLE OR COMPLETE; (II) THE FUNCTIONS CONTAINED ON THIS WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE; (III) DEFECTS WILL BE CORRECTED, OR (IV) THIS WEBSITE OR THE SERVER(S) THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. MAX ASPIRE SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, STATUTORY, BY USAGE OF TRADE, COURSE OF DEALING OR OTHERWISE INCLUDING BUT NOT LIMITED TO ANY

IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY INFORMATION OR MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, LOSS OF DATA, OR ANY OTHER LOSS THAT RESULTS FROM DOWNLOADING OR USING ANY SUCH MATERIAL. MAX ASPIRE DOES NOT WARRANT, ENDORSE, GUARANTEE, PROVIDE ANY CONDITIONS OR REPRESENTATIONS, OR ASSUME ANY RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY ANY THIRD PARTY THROUGH THE WEBSITE OR IN RESPECT TO ANY WEBSITE THAT CAN BE REACHED FROM A LINK ON THE WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING ON THE WEBSITE, AND MAX ASPIRE SHALL NOT BE A PARTY TO ANY TRANSACTION THAT YOU MAY ENTER INTO WITH ANY SUCH THIRD PARTY.

- b. *LIMITATION OF LIABILITY AND INDEMNIFICATION* - UNDER NO CIRCUMSTANCES SHALL MAX ASPIRE, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR ASSIGNS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES THAT RESULT FROM YOUR USE OR INABILITY TO USE THIS WEBSITE OR ANY INFORMATION OR MATERIALS CONTAINED ON THIS WEBSITE, (II) THE COST OR PROCUREMENT OF SUBSTITUTE GOODS, DATA, INFORMATION OR SERVICES, (III) ERRORS, MISTAKES, OR

INACCURACIES IN THE MATERIALS ON THE WEBSITE, (IV) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY KIND WHATSOEVER ARISING FROM OR RELATING TO YOUR USE OF THE WEBSITE, ANY BUGS, VIRUSES, TROJAN HORSES, OR ANY OTHER FILES OR DATA THAT MAY BE HARMFUL TO COMPUTER OR COMMUNICATION EQUIPMENT OR DATA THAT MAY HAVE BEEN TRANSMITTED TO OR THROUGH THE WEBSITE, OR (V) ANY ERRORS OR OMISSIONS IN ANY MATERIAL ON THE WEBSITE OR ANY OTHER LOSS OR DAMAGE OF ANY KIND ARISING FROM OR RELATING TO YOUR USE OF THE WEBSITE. THESE LIMITATIONS SHALL APPLY EVEN IF MAX ASPIRE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. YOU AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND MAX ASPIRE AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND ASSIGNS FROM AND AGAINST ANY ACTION, CLAIM, DEMAND OR LIABILITY, INCLUDING REASONABLE LEGAL FEES AND COSTS, ARISING FROM OR RELATING TO YOUR USE, ACTS OR OMISSIONS WITH RESPECT TO THE WEBSITE OR THE SERVICES.

10. LICENSE GRANT

By submitting, posting or displaying content on or through the Website, You grant us a worldwide, non-exclusive, royalty-free license with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such content in any and all media or distribution methods (now known or later developed). You represent and warrant that You have all the rights, power and authority necessary to grant the rights granted herein to any content that You submit.

If You sign-up to use the Website and the Service with a publicly visible profile, You grant us a royalty-free right to use, publish, transmit and

display the content of Your publicly-accessible profile on the Website including Your photograph or image for promotional purposes including promotion on the Website and through our business partners and third party sites.

MAX Aspire gives You a conditional, limited, personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the Website in accordance with these Terms. This license is for the sole purpose of enabling You to use and enjoy the benefit of the Services in the manner permitted by these Terms.

11. TERMINATION / REFUNDS

- a. MAX Aspire may, under certain circumstances and without prior notice, immediately terminate Your ability to access the Website or portions thereof. Cause for such termination shall include, but not be limited to, (a) breaches or violations of these Terms, (b) requests by law enforcement or other government agencies, (c) a request by You, (d) discontinuance or material modification to the Website (or any part thereof), (e) unexpected technical, security or legal issues or problems, and/or (f) participation by You, directly or indirectly, in fraudulent or illegal activities. You acknowledge and agree that all terminations may be made by MAX Aspire in its sole discretion and that MAX Aspire shall not be liable to You or any third-party for any termination of Your access to this Website or for the removal of any of the materials uploaded by You to the Website. Any termination of these Terms by MAX Aspire shall be in addition to any and all other rights and remedies that MAX Aspire may have.
- b. In the event of a termination, MAX Aspire has the full right, in its sole discretion to cancel any credits You may have accumulated to such point in time and to, in any event, not be under any obligation to compensate you with any refund, cash

equivalent or other value other than where termination is due to:

- i. MAX Aspire not accepting your application to join as a senior executive; or
- ii. a senior executive cancelling a meeting for which You used credits. ***[NTD: We should consider not refunding immediately but rather providing Users with a chance to re-use such on another prospective senior executive chat; minimize cash refunds by encouraging people to stay in the fold]***

12. SECURITY

Information sent or received over the Internet is generally insecure and MAX Aspire cannot and does not make any representation or warranty concerning security of any communication to or from the Website or any representation or warranty regarding the interception by third parties of personal or other information.

13. ENFORCEMENT OF TERMS

No failure on the part of MAX Aspire to exercise, and no delay in exercising any right, power or partial exercise of any right, power or remedy will preclude any other or further exercise thereof or the exercise of any other right, power or remedy by MAX Aspire. Any waiver of any right or provision by MAX Aspire must be in writing and shall only apply to the specific instance identified in such writing. No waiver by MAX Aspire of any provision of these Terms shall be deemed to be a further or continuing waiver of such provision or any other provision. You agree that any cause of action that You may have arising out of or related to this Website or Your use of this Website must commence within one (1) year after the cause of action accrues, otherwise such cause of action shall be permanently barred.

If any provision of these Terms is determined to be invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision shall be deemed to be severed from the rest of these Terms, and the remaining provisions shall not be affected.

14. CONTRA PROFERENTUM RULE

Should any provision of these Terms require judicial interpretation, mediation or arbitration, it is agreed that the court, mediator or arbitrator interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one party by reason of the legal principle that a document is to be construed more strictly against the party who itself or through its agent prepared the same.

15. GOVERNING LAW

The construction, validity and performance of these Terms and the Privacy Policy will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Parties hereby irrevocably agree to attorn to the jurisdiction of the courts of the Province of Ontario.

16. COPYRIGHT AND TRADEMARKS

This Website, and the information and materials that it contains, are the property of MAX Aspire and its licensors, and are protected from unauthorized copying and dissemination by copyright law, trademark law, international conventions and other intellectual property laws. All MAX Aspire product names and logos are trademarks or registered trademarks of MAX Aspire Inc. Nothing contained on this Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use this Website or any materials displayed on this Website, through the use of framing or otherwise, except as expressly

permitted by these Terms or with the prior written permission of MAX Aspire. You shall not attempt to override or circumvent any of the usage rules or restrictions on the Website.