## WhereGo User Agreement

WhereGo aims at providing actionable and enjoyable travel inspirations. WhereGo's products and services are provided by WhereGo, Inc. These Terms of Service ("Terms") govern your access to and use of WhereGo's website, products, and services ("Products"). Please read these Terms carefully, and **contact us** if you have any questions. By accessing or using our Products, you agree to be bound by these Terms and by our **Privacy Policy**.

## 1. WhereGo

#### a. Who can use WhereGo

You may use our Products only if you can form a binding contract with WhereGo, and only in compliance with these Terms and all applicable laws. When you create your WhereGo account, you must provide us with accurate and complete information. Any use or access by anyone under the age of 13 is prohibited. If you open an account on behalf of a company, organization, or other entity, then (a) "you" includes you and that entity, and (b) you represent and warrant that you are authorized to grant all permissions and licenses provided in these Terms and bind the entity to these Terms, and that you agree to these Terms on the entity's behalf. Some of our Products may be software that is downloaded to your computer, phone, tablet, or other device. You agree that we may automatically upgrade those Products, and these Terms will apply to such upgrades.

### b. Our license to you

Subject to these Terms and our policies, we grant you a limited, non-exclusive, non-transferable, and revocable license to use our Products.

#### c. Commercial use of WhereGo

If you want to use our Products for commercial purposes you must create a business account, please contact Jay Tan via jay.tan@wewherego.com

### 2. Your Content

#### a. Posting content

WhereGo allows you to post content, including POI cards, trip itineraries, photos, comments, links, and other materials. Anything that you post or otherwise make available on our Products is referred to as "User Content." You retain all rights in, and are solely responsible for, the User Content you post to WhereGo.

#### b. Content that you can't post

You aren't allowed to post anything that:

- · Is sexually explicit or pornographic, exploits or presents minors in a sexual way, or promotes adult sexual services
- · Creates a genuine risk of physical injury or property damage, credibly threatens people or public safety, or organizes, encourages or celebrates harm
- Promotes self-harm, eating disorders or hard drug abuse
- · Attacks, bullies or harasses people
- Includes hate speech
- Is gratuitously violent or gory
- · Infringes anyone's intellectual property, privacy or other rights
- Is fraudulent or deceptive
- Is someone else's personal information or requests a minor's personal information
- Contains any information or content that's illegal

We may remove anything for any reason, including if we think it goes against any of these rules.

## c. How WhereGo and other users can use your content

You grant WhereGo and its users a non-exclusive, royalty-free, transferable, sublicensable, worldwide license to use, store, display, reproduce, re-pin, modify, create derivative works, perform, and distribute your User Content on WhereGo solely for the purposes of operating, developing, providing, and using the WhereGo Products. Nothing in these Terms shall restrict other legal rights WhereGo may have to User Content, for example under other licenses. We reserve the right to remove or modify User Content for any reason, including User Content that we believe violates these Terms or our policies.

#### d. How long we keep your content

Following termination or deactivation of your account, or if you remove any User Content from WhereGo, we may retain your User Content for a commercially reasonable period of time for backup, archival, or audit purposes. Furthermore, WhereGo and its users may retain and continue to use, store, display, reproduce, re-pin, modify, create derivative works, perform, and distribute any of your User Content that other users have stored or shared through WhereGo.

#### d. Feedback you provide

We value hearing from our users, and are always interested in learning about ways we can make WhereGo more awesome. If you choose to submit comments, ideas or feedback, you agree that we are free to use them without any restriction or compensation to you. By accepting your submission,

WhereGo does not waive any rights to use similar or related Feedback previously known to WhereGo, or developed by its employees, or obtained from sources other than you

## 3. Your Actions

Things you can't do

You also aren't allowed to:

- Use WhereGo's name, logo, trademark or branding without our consent
- · Access, tamper with or use non-public areas of WhereGo, our systems or our technical providers' systems
- · Break or circumvent our security measures or otherwise test the vulnerability of our systems or networks
- · Use any method to access, search, scrape, download or change WhereGo or anything on it (software and tools provided by WhereGo or popular browsers are okay)
- · Use affiliate or redirect links that create a confusing experience for other users. Our systems will block most affiliate links, so your link's landing page won't load
- · Use meta tags, hidden text or metadata with our trademark, logo, URL or product name without our written consent
- · Use WhereGo user information to forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use WhereGo to send altered source-identifying information
- Try to reverse engineer any of WhereGo's software
- · Try to interfere with any WhereGo user, host or network, for example by sending a virus, overloading, spamming or mail-bombing
- Collect or store personally identifiable information from WhereGo or its users without their permission
- Impersonate or misrepresent your affiliation with any person or entity, including WhereGo
- Do anything that violates applicable law or regulations
- · Share your password, let anyone access your account or do anything that might put your account at risk
- Sell your username or otherwise transfer it for compensation
- · Create or show ads that look like or could be confused with WhereGo content (for example, embedding WhereGo actions like Pin, follow or unfollow in your ads)
- Encourage or help anyone do any of the things on this list

We may remove anything for any reason, including if we think it goes against any of these rules.

# 4. Copyright Policy

All contents of this Website are: WhereGo LTD. All rights reserved. WhereGo is not responsible for content on websites operated by parties other than WhereGo. In addition, the look and feel of this Website, including all page headers, custom graphics, button icons and scripts, is the intellectual property of WhereGo and may not be copied, imitated or used, in whole or in part, without the prior written permission of WhereGo. All other trademarks, registered trademarks, product names and company names or logos mentioned in this Website are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, and supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by WhereGo.

WhereGo respects the intellectual property rights of others and expects its users to do the same. It is WhereGo 's policy, in appropriate circumstances and at its discretion, to disable and/or terminate the accounts of users who repeatedly infringe or are repeatedly charged with infringing the copyrights or other intellectual property rights of others.

In accordance with the Digital Millennium Copyright Act of 1998, the text of which may be found on the U.S. Copyright Office website athttp://www.copyright.gov/legislation/dmca.pdf, WhereGo will respond expeditiously to claims of copyright infringement committed using the WhereGo website (the "Site") that are reported to WhereGo's Designated Copyright Agent, identified in the sample notice below.

If you are a copyright owner, or are authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through the Site by completing the following DMCA Notice of Alleged Infringement and delivering it to WhereGo's Designated Copyright Agent. Upon receipt of the Notice as described below, WhereGo will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged material from the Site. DMCA Notice of Alleged Infringement ("Notice").

If you have a question or concern, please email Jay Tan via Jay.Tan@wewherego.com.

# 5. Security

We care about the security of our users. While we work to protect the security of your content and account, WhereGo cannot guarantee that unauthorized third parties will not be able to defeat our security measures. Please notify us immediately of any compromise or unauthorized use of your account.

# 6. Third-Party Links, Sites, and Services

Our Products may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by WhereGo. We do not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access any third party website, service, or content from WhereGo, you do so at your own risk and you agree that WhereGo will have no liability arising from your use of or access to any third-party website, service, or content.

## 7. Termination

WhereGo may terminate or suspend this license at any time, with or without cause or notice to you. Upon termination, you continue to be bound by Sections 2 and 7-13 of these Terms.

## 8. Indemnity

If you use our Products for commercial purposes in violation of Section 1(c), as determined in our sole and absolute discretion, you agree to indemnify and hold harmless WhereGo and its officers, directors, employees and agents, from and against any claims, suits, proceedings, disputes, demands, liabilities, damages, losses, costs and expenses, including, without limitation, reasonable legal and accounting fees (including costs of defense of claims, suits or proceedings brought by third parties), in any way related to (a) your access to or use of our Products, (b) your User Content, or (c) your breach of any of these Terms.

### 9. Disclaimers

The Products and all included content are provided on an "as is" basis without warranty of any kind, whether express or implied.

WhereGo SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

WhereGo takes no responsibility and assumes no liability for any User Content that you or any other user or third party posts or transmits using our Products. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose.

## 10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WhereGo SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY

LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (A) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE PRODUCTS; (B) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE PRODUCTS, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; OR (C) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. IN NO EVENT SHALL WhereGo'S AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE PRODUCTS EXCEED ONE CAD DOLLAR (CAD. \$1.00).

## 11. Arbitration

For any dispute you have with WhereGo, you agree to first **contact us** and attempt to resolve the dispute with us informally. If WhereGo has not been able to resolve the dispute with you informally, we each agree to resolve any claim, dispute, or controversy (excluding claims for injunctive or other equitable relief) arising out of or in connection with or relating to these Terms by binding arbitration by the Canadian Arbitration Association ("CAA"). ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND WHEREGO ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

# 12. Governing Law and Jurisdiction

This Agreement and your relationship with WhereGo shall be governed exclusively by, and will be enforced, construed, and interpreted exclusively in accordance with, the laws applicable in the province of Ontario, Canada and shall be considered to have been made and accepted in Ontario, Canada, without regard to its conflict of law provisions. All disputes under this Agreement will be resolved by the courts of Ontario in Toronto. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorney's' fees.

Our Products are controlled and operated from the Canada, and we make no representations that they are appropriate or available for use in other locations.

## 13. General Terms

**Notification Procedures and changes to these Terms.** WhereGo reserves the right to determine the form and means of providing notifications to you, and you agree to receive legal notices electronically if we so choose. We may revise these Terms from time to time and the most current version will always be posted on our website. If a revision, in our sole discretion, is material we will

notify you. By continuing to access or use the Products after revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new terms, please stop using the Products.

**Assignment.** These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by WhereGo without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

**Entire Agreement/Severability.** These Terms, together with the Privacy Policy and any amendments and any additional agreements you may enter into with WhereGo in connection with the Products, shall constitute the entire agreement between you and WhereGo concerning the Products. If any provision of these Terms is deemed invalid, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

**No Waiver.** No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and WhereGo's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

WhereGo is a place to find things you love and get inspired. To make sure people feel safe and comfortable here, we require everyone to agree to and follow these rules.