Biopod Systems Inc. and its subsidiaries and affiliates (collectively, “Biopod”)

provides: (1) services accessible through biopod.com (“Web Apps’), (2) software

that may be downloaded to your smartphone or tablet to access services (“Mobile

Apps’), and (3) subscription services, including services that can be accessed

using the Web Apps and Mobile Apps (“Subscription Services’), all for use in

conjunction with Biopod hardware products (“Products”) and in other ways that

Biopod provides. Some Biopod products and Services can be used together or

in ways that integrate with products and services from third parties. The term

“Services” means the Web Apps, Mobile Apps and Subscription Services.

These Terms of Service (“Terms”) govern your access to and use of the Services.

Please read these terms carefully. They require the use of binding arbitration

to resolve disputes rather than jury trials or class actions. Please follow the

instructions in the Dispute Resolution and Arbitration section below if you wish

to opt out of this provision. The term “you,” as used in these Terms, means any

person or entity who accesses or uses the Services and any person or entity

who creates an Account (as defined in Section 2(a)) and accepts these Terms,

including Owners, Authorized Users (as defined in Section 2(b)), and the parents

or guardians of Authorized Users, as applicable (as described in Section 1(b)(ii)).

These Terms give you specific legal rights, and you may also have other legal

rights in addition, which vary from jurisdiction to jurisdiction. The disclaimers,

exclusions, and limitations of liability under these Terms will not apply to the

extent prohibited by applicable law. Some jurisdictions do not allow the exclusion

of implied warranties or the exclusion or limitation of incidental or consequential

damages or other rights, so those provisions of these Terms may not apply to you.

THIS IS A LEGAL AGREEMENT. BY ACKNOWLEDGING THE AGREEMENT OR BY

ACCESSING AND USING THE SERVICES, YOU ARE ACCEPTING AND AGREEING TO

THESE TERMS ON BEHALF OF YOURSELF OR THE ENTITY YOU REPRESENT IN

CONNECTION WITH THE ACCESS. YOU REPRESENT AND WARRANT THAT YOU

HAVE THE RIGHT, AUTHORITY, AND CAPACITY (SUBJECT TO SECTION 1(b)(ii)

BELOW) TO ACCEPT AND AGREE TO THESE TERMS ON BEHALF OF YOURSELF

OR THE ENTITY YOU REPRESENT. YOU REPRESENT THAT YOU ARE, SUBJECT

TO SECTION 1(b)(ii) BELOW, OF SUFFICIENT LEGAL AGE IN YOUR JURISDICTION

OR RESIDENCE TO USE OR ACCESS THE SERVICES AND TO ENTER INTO THIS

AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THE PROVISIONS OF THESE

TERMS, YOU SHOULD DISCONNECT YOUR PRODUCTS FROM YOUR ACCOUNT

(AS DESCRIBED BELOW) AND CEASE ACCESSING OR USING THE SERVICES.

AS DESCRIBED BELOW, YOU ARE CONSENTING TO AUTOMATIC SOFTWARE

UPDATE OF THE SERVICES AND OF THE PRODUCTS CONNECTED TO THE

SERVICES. IF YOU DO NOT AGREE, YOU SHOULD NOT USE THE SERVICES.

AS DESCRIBED BELOW, SECTIONS 4 AND 5 DESCRIBE IMPORTANT LIMITATIONS

OF THE SERVICES, ESPECIALLY IN CONNECTION WITH THE SAFETY OF LIFE

FORMS AND CRITICAL USES. PLEASE READ THESE DISCLOSURES CAREFULLY, AS

and not with an App Store. Each App Store may have its own terms and conditions

to which you must agree before downloading Mobile Apps from it. You agree to

comply with, and your license to use the Mobile Apps is conditioned upon your

compliance with, such App Store terms and conditions. To the extent such other

terms and conditions from such App Store are less restrictive than, or otherwise

conflict with, the terms and conditions of these Terms, the more restrictive or

conflicting terms and conditions in these Terms apply.

(f) Authorized Users. Biopod is not responsible for any Authorized User's behavior,

or for any personal injury, death, property damage, or other harm or losses arising

from or relating to their use of the Services.

(g) Release Regarding Third Parties. Biopod is not responsible for third parties

or their products and services, including, without limitation, Third Party Products

and Services, Equipment, ISPs, and Carriers. Biopod hereby disclaims and you

hereby discharge, waive and release Biopod and its licensors and suppliers from

any past, present, and future claims, liabilities, and damages, known or unknown,

arising out of or relating to your interactions with such third parties and their

products and services. YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION

1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: “A GENERAL

RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT

KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING

THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY

AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.” YOU HEREBY WAIVE

ANY SIMILAR PROVISION IN ANY OTHER JURISDICTION.

6. Ownership and Intellectual Property

(a) Biopod Property. You acknowledge that all intellectual property rights, including

without limitation copyrights, patents, trademarks, and trade secrets, in the

Product and Services (i.e., the Web Apps, and Mobile Apps) are owned by Biopod

or its affiliates or our licensors. Your possession, access, and use of the Product

and Services do not transfer to you or any third party any rights, title, or interest in

or to such intellectual property rights. Biopod and its affiliates and licensors and

suppliers reserve all rights not granted in these Terms. The Services are licensed to

you, not sold, under these Terms.

You may only copy parts of the Services on to your own computer for your

own personal use. You may not use the content of the Services in any other

public or commercial way nor may you copy or incorporate any of the content

of the Services into any other work, including your own web site without the

written consent of Biopod. You must have a license from us before you can

post or redistribute any portion of the Services. Other than with respect to User

Submissions, Biopod retains full and complete title to all content on the Services,

including any downloadable software and all data that accompanies it. You must

not copy, modify or in any way reproduce or damage the structure or presentation

of the Services or any content therein.

(b) Feedback. You may choose to, or Biopod may invite you to submit comments,

suggestions, or ideas about the Products or Services, including how to improve

the Products or Services (“Ideas”). By submitting any Ideas, you agree that your

submissions are voluntary, gratuitous, unsolicited, and without restriction and will

not place Biopod under any fiduciary or other obligation. Biopod may use, copy,

modify, publish, or redistribute the submission and its contents for any purpose

and in any way without any compensation to you. You also agree that Biopod does

not waive any rights to use similar or related ideas previously known to Biopod,

developed by its employees, or obtained from other sources.

(c) User Submissions. You hereby grant us with a nonexclusive, worldwide,

royalty-free, perpetual, irrevocable, sublicenseable and transferable right to access,

display, or otherwise use your User Submissions (including all related intellectual

property rights) solely in connection with providing you the Services and as

directed by you. You also hereby do and shall grant each user of the Services

a non-exclusive license to access and use your User Submissions through the

Services and as permitted through the functionality of the Services and under

these Terms. Furthermore, you understand that we retain the right to reformat,

modify, create derivative works of, excerpt, and translate any User Submissions

submitted by you. For clarity, the foregoing license grant to Biopod does not affect

your ownership of or right to grant additional licenses to the material in your User

Submissions, unless otherwise agreed in writing.

7. Indemnity

You agree to defend, indemnify and hold Biopod and its licensors and suppliers

harmless from any damages, liabilities, claims or demands (including costs and

attorneys’ fees) made by any third party due to or arising out of (i) your use and

each Authorized User's use of the Products or Services, (ii) your or your Authorized

Users’ violation of these Terms, (iii) any User Submissions or Feedback you

provide; or (iv) your or your Authorized Users’ violation of any law or the rights of

any third party. Biopod reserves the right, at your expense, to assume the exclusive

defense and control of any matter for which you are required to indemnify Biopod

and you agree to cooperate with our defense of such claims. You agree not to

settle any such claim without Biopod's prior written consent. Biopod will use

reasonable efforts to notify you of any such claim, action or proceeding upon

becoming aware of it.

8. Warranty Disclaimers

(a) THE WARRANTY FOR THE PRODUCT ARE SET FORTH IN THE LIMITED

WARRANTY AND THE EULA, RESPECTIVELY.

(b) THE SERVICES ARE PROVIDED FOR YOUR CONVENIENCE, “AS IS” AND “AS

AVAILABLE” AND BIOPOD AND OUR LICENSORS AND SUPPLIERS EXPRESSLY

DISCLAIM ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER

EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OR CONDITIONS OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND

NON-INFRINGEMENT.

(c) BIOPOD AND OUR LICENSORS AND SUPPLIERS MAKE NO WARRANTY THAT

DEFECTS WILL BE CORRECTED OR THAT THE SERVICES: (I) WILL MEET YOUR

REQUIREMENTS; (II) WILL BE COMPATIBLE WITH YOUR MOBILE DEVICE; (III)

WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE

BASIS; OR (IV) WILL BE ACCURATE OR RELIABLE. NO ADVICE OR INFORMATION,

WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BIOPOD OR THOUGH

THE SERVICES SHALL CREATE ANY WARRANTY.

(d) BIOPOD DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME

RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED

BY A THIRD PARTY THROUGH OR IN CONNECTION WITH THE PRODUCTS OR

SERVICES OR ANY HYPERLINKED WEBSITE OR SERVICE, AND BIOPOD WILL NOT

BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU

AND THIRD-PARTY PROVIDERS OF SUCH PRODUCTS OR SERVICES.

(e) WHEN YOU INSTALL, SETUP OR USE PRODUCTS AND SERVICES LIKE THOSE

PROVIDED BY BIOPOD YOU ARE GIVEN THE OPPORTUNITY TO ALTER DEFAULTS

OR CHOOSE PARTICULAR SETTINGS. THE CHOICES YOU MAKE CAN CAUSE

DAMAGE OR LEAD TO NON-RECOMMENDED OPERATION OF YOUR CONNECTED

EQUIPMENT OR SYSTEMS. YOU ASSUME ALL LIABILITY FOR SUCH DAMAGE

WHEN YOU CHOOSE PARTICULAR SETTINGS OR SET OR ADJUST DEFAULTS.

(f) BIOPOD MAKES NO REPRESENTATIONS CONCERNING ANY CONTENT

CONTAINED IN OR ACCESSED THROUGH THE SERVICES, AND BIOPOD WILL NOT

BE RESPONSIBLE OR LIABLE FOR THE ACCURACY, COPYRIGHT COMPLIANCE,

LEGALITY OR DECENCY OF MATERIAL CONTAINED IN OR ACCESSED THROUGH

THE SERVICES. BIOPOD MAKES NO REPRESENTATIONS OR WARRANTIES

REGARDING SUGGESTIONS OR RECOMMENDATIONS OF SERVICES OR

PRODUCTS OFFERED OR PURCHASED THROUGH THE SERVICES.

9. Limitation of Liability

Nothing in these Terms and in particular within this "Limitation of Liability" clause

shall attempt to exclude liability that cannot be excluded under applicable law.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN ADDITION TO

THE ABOVE WARRANTY DISCLAIMERS, IN NO EVENT WILL (A) BIOPOD BE LIABLE

FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR INCIDENTAL

DAMAGES, INCLUDING ANY DAMAGES FOR LOST DATA, LOST PROFITS, POWER

USE OR LOSS OF LIFE ARISING FROM OR RELATING TO THE SERVICES OR THE

PRODUCTS, EVEN IF BIOPOD KNEW OR SHOULD HAVE KNOWN OF THE POSSI-

BILITY OF SUCH DAMAGES, AND (B) BIOPOD’S TOTAL CUMULATIVE LIABILITY

ARISING FROM OR RELATED TO THE SERVICES AND THE PRODUCTS, WHETHER

IN CONTRACT OR TORT OR OTHERWISE, EXCEED THE FEES ACTUALLY PAID BY

YOU TO BIOPOD OR BIOPOD’S AUTHORIZED RESELLER FOR THE SERVICES OR

THE PRODUCT AT ISSUE IN THE PRIOR 12 MONTHS (IF ANY). THIS LIMITATION

IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE

THAN ONE INCIDENT OR CLAIM. BIOPOD DISCLAIMS ALL LIABILITY OF ANY

KIND OF BIOPOD’S LICENSORS AND SUPPLIERS. UNDER NO CIRCUMSTANCES

WILL BIOPOD BE LIABLE IN ANY WAY FOR ANY CONTENT, INCLUDING, BUT NOT

LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR

DAMAGE OF ANY KIND INCURRED IN CONNECTION WITH USE OF OR EXPOSURE

TO ANY CONTENT POSTED, ACCESSED, TRANSMITTED, OR OTHERWISE MADE

AVAILABLE VIA THE SERVICES.

10. Fees and Payment

Certain Services may be provided for a fee. You shall pay all applicable fees in

connection with the Services selected by you in accordance with the Terms of Sale.

11. Dispute Resolution and Arbitration

PLEASE READ THIS SECTION CAREFULLY. FOLLOW THE INSTRUCTIONS BELOW

IF YOU WISH TO OPT OUT OF THE REQUIREMENT OF ARBITRATION ON AN

INDIVIDUAL BASIS.

(a) Arbitration. Biopod and you agree to arbitrate all disputes and claims that arise

from or relate to these Terms or the Services in any way, except for claims arising

from bodily injury. This agreement to arbitrate is intended to be broadly interpreted,

including, for example:

i. claims arising out of or relating to any aspect of the relationship between us that

is created by or involves these Terms or the Services, regardless of the legal theory;

ii. claims for mental or emotional distress or other emotional/mental injury arising

from the relationship between us;

iii. claims that arose before you accepted these Terms (such as claims related to

disclosures or the marketing of the Services or the process for seeking approval to

use the Services);

iv. claims that may arise after the termination of your use of the Services or any

agreement between us; and

v. claims brought by or against our respective subsidiaries, parent companies,

members, affiliates, as well as the respective officers, directors, employees, agents,

predecessors, successors, and assigns of these entities, you, and Biopod.

This arbitration agreement does not preclude either of us from bringing an

individualized action in small claims court. It also does not preclude either of us

from seeking an individualized preliminary injunction or temporary restraining

order, pending arbitration, in any court that has jurisdiction. Nor does this

arbitration agreement bar you from bringing issues to the attention of federal,

state, or local agencies. Such agencies can, if the law allows, seek relief against

us on your behalf. In addition, you or Biopod may seek injunctive or other equitable

relief to protect your or its trade secrets and intellectual property rights or to

prevent loss or damage to its services in any court with competent jurisdiction.

You agree that, by entering into this agreement, we are each waiving the right to a

trial by jury or to participate in a class or representative action.

(b) Notice of disputes. If either of us intends to seek arbitration of a dispute, that

party must provide the other with notice in writing. The notice to Biopod should be

sent to: #110, 3442 - 118 Ave SE, Calgary, Alberta, T2Z 3X1. Biopod will send notice

to you at the e-mail and/or mailing addresses associated with your account. Your

notice to Biopod must (a) provide your name, mailing address, and email address;

(b) describe the dispute; and (c) state the relief you are requesting. If we are unable

to reach an agreement to resolve the dispute within 60 days after the notice is

received, you or we may commence arbitration.

(c) Arbitration procedures. The arbitration will be governed by the Consumer

Arbitration Rules ("AAA Rules") of the American Arbitration Association ("AAA’),

as modified by these Terms, and will be administered by the AAA. The AAA Rules

are available online at www.adr.org or by calling the AAA at 1-800-778-7879. If

the AAA is unavailable, the parties shall agree to another arbitration provider

or the court shall appoint a substitute. Unless you and we agree otherwise,

any arbitration hearings will take place in the county (or parish) where you are

receiving Biopod Services. If the value of your claim is $10,000 or less, we agree

that you may choose whether the arbitration will be conducted solely on the

basis of documents submitted to the arbitrator, by telephone, or by an in-person

hearing. If the value of your claim exceeds $10,000, the right to a hearing will be

determined by the AAA Rules. Regardless of the manner in which the arbitration

is conducted, the arbitrator shall issue a reasoned written decision sufficient to

explain the essential findings and conclusions on which the award is based. All

issues are for the arbitrator to decide, except that issues relating to the scope and

enforceability of this arbitration provision or the arbitrability of disputes are for the

court to decide. The arbitrator may consider but is not bound by rulings in other

arbitrations between Biopod and Biopod users. The arbitrator can award the same

individualized damages and relief that a court can award. Judgment on the award

may be entered by any court having jurisdiction.

(d) Costs of arbitration. The AAA's fee schedule is subject to change and may be

found in the AAA Rules (available online at www.adr.org or by calling the AAA at

1-800-778-7879). Biopod will pay all AAA filing, administrative, and arbitrator fees

for any arbitration that Biopod commences. If you provided Biopod with 60 days’

notice of your intent to arbitrate before commencing arbitration and the value of

your claim is $75,000 or less, Biopod will pay your share of any such AAA fees.

If the value of your claim exceeds $75,000, the allocation of AAA fees will be

governed by the AAA Rules (unless the law of your state requires Biopod to pay all

such fees). If, however, the arbitrator finds that either the substance of your claim

or the relief sought is frivolous or brought for an improper purpose (as measured

by the standards in Federal Rule of Civil Procedure 11(b)), then the payment of all

AAA fees shall be governed by the AAA Rules. In such cases, the arbitrator may

direct you to reimburse Biopod for amounts that Biopod paid on your behalf.

(e) No class arbitration. The arbitrator may award declaratory or injunctive relief

only in favor of the individual party seeking relief and only to the extent necessary

to provide relief warranted by that party's individual claim. YOU AND BIOPOD

AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR

OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN

ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL

PROCEEDING. Further, unless all affected parties agree otherwise, the arbitrator

may not consolidate more than one person's claims, and may not otherwise

preside over any form of a representative or class proceeding. If a court decides

that applicable law precludes enforcement of any of this subsection’s limitations

as to a particular claim for relief, then that claim (and only that claim) must be

severed from the arbitration and may be brought in court.

(f) 30-Day Opt-Out Period. If you do not wish to be bound by the arbitration and

class-action waiver provisions in this section 11, you must notify Biopod in writing

within 30 days of the date that you first accept these Terms (unless a longer

period is required by applicable law). Your written notification must be mailed to

Biopod at the following address: #110, 3442 - 118 Ave SE, Calgary, Alberta, T2Z

3X1. Subject to section 11(g) below, if you do not notify Biopod in accordance with

this section 11(f), you agree to be bound by the arbitration and class-action waiver

provisions of these Terms, including such provisions in any Terms revised after the

date of your first acceptance.

Such notification must include: (a) your name, (b) your Biopod account number,

(c) your mailing address, and (d) a statement that you do not wish to resolve

disputes with Biopod through arbitration. This notification affects these Terms

only; if you previously entered into other arbitration agreements with Biopod or

enter into other such agreements in the future, your notification that you are opting

out of the arbitration provision in these Terms shall not affect the other arbitration

agreements between you and Biopod.

(g) Future changes to arbitration provision. If Biopod makes any changes to the

Dispute Resolution and Arbitration section of these Terms (other than a change

Dispute Resolution and Arbitration section of these Terms (other than a change

to the address at which Biopod will receive notices of dispute, opt-out notices, or

rejections of future changes to the Dispute Resolution and Arbitration section),

you may reject any such change by sending us written notice within 30 days

of the change to #110, 3442 - 118 Ave SE, Calgary, Alberta, T2Z 3X1. It is not

necessary to send us a rejection of a future change to the Dispute Resolution and

Arbitration section of these Terms if you had properly opted out of the arbitration

and class-action waiver provisions in this section 11 within the first 30 days after

you first accepted these Terms. If you have not properly opted out of the arbitration

and class-action waiver provisions in this section 11, by rejecting a future change,

you are agreeing that you will arbitrate any dispute between us in accordance with

the language of this arbitration provision, as modified by any changes you did not

reject.

12. General

(a) Changes to these Terms. Biopod reserves the right to make changes to these

Terms. We will post notice of modifications to these Terms on this page. You

should ensure that you have read and agree with our most recent Terms when you

use the Services. Continued use of the Services following notice of such changes

shall indicate your acknowledgment of such changes and agreement to be bound

by the revised Terms.

(b) Protection of Confidentiality and Intellectual Property Rights. Notwithstanding

the foregoing, Biopod may seek injunctive or other equitable relief to protect its

confidential information and intellectual property rights or to prevent loss of data

or damage to its servers in any court of competent jurisdiction.

(c) Entire Agreement/Severability. These Terms constitute the entire agreement

between you and Biopod regarding the use of the Services. Any failure by Biopod

to exercise or enforce any right or provision of these Terms shall not operate

as a waiver of such right or provision. The section titles in these Terms are for

convenience only and have no legal or contractual effect. If any provision of these

Terms is, for any reason, held to be invalid or unenforceable, the other provisions

of these Terms will be unimpaired and the invalid or unenforceable provision will

be deemed modified so that it is valid and enforceable to the maximum extent

permitted by law. Neither party is an agent or partner of the other party.

(d) Survivability. The obligations in Sections 3(d), Section 3(e), 4, 5, 6, 7, 8, 9,11 and

12 will survive any expiration or termination of these Terms.

(e) Assignment. These Terms, and any associated rights or obligations, may not

be assigned or otherwise transferred by you without Biopod’s prior written consent.

These Terms may be assigned by Biopod without restriction. These Terms are

binding upon any permitted assignee.

(f) Notifications. Biopod may provide notifications to you as required by law or

(f) Notifications. Biopod may provide notifications to you as required by law or

for marketing or other purposes via (at its option) email to the primary email

associated with your Account or mobile notifications. Biopod is not responsible

for any automatic filtering you or your network provider may apply to email

notifications. Biopod recommends that you add Biopod email addresses to your

email address book to help ensure you receive email notifications from Biopod.

(h) Copyright/Trademark Information. All trademarks, logos, and service marks

(“Marks”) displayed on the Services are the property of Biopod or of their

respective holders. You are not permitted to use any of the Marks without the

applicable prior written consent of Biopod or such respective holders. Biopod

reserves the right to alter product and services offerings, specifications, and

pricing at any time without notice, and is not responsible for typographical or

graphical errors that may appear in this or in related documents.

YOU ARE ACKNOWLEDGING THEM AND ACCEPTING THEM.

1. Overview, Eligibility, Customer Service, Term and Termination

(a) Overview and Relation to Other Agreements. These Terms govern your use of

the Services. Your purchase of any Product is governed by the limited warranty

provided with that Product (“Limited Warranty”) and may further be governed by

the Terms and Conditions of Sale. Certain features of the Services may be subject

to additional guidelines, terms, or rules, which will be posted on the Services in

connection with such features. All additional guidelines, terms, or rules, and the

Privacy Policy ("Privacy Policy") are incorporated by reference into these Terms

and you are agreeing to accept and abide by them by using the Services.

(b) Eligibility. (i) You may use the Services only if you can form a binding contract

with Biopod (except subject to the provisions of clause (1)(b)(ii) below), and only if

you are in compliance with these Terms and all applicable local, state/provincial,

national, and international laws, rules, and regulations. Only individuals age 18

and older are permitted to act as Owners of Biopod Accounts. (ii) If you are an

Authorized User, you represent and warrant that you are over the age of 13 (or

equivalent minimum age in the jurisdiction where you reside), and in the event you

are between the age of 13 (or equivalent minimum age in the jurisdiction where

you reside) and the age of majority in the jurisdiction where you reside, that you

will only use the Services under the supervision of a parent or legal guardian who

agrees to be bound by these Terms. Any use or access to the Services by individ-

uals under the age of 13 (or equivalent minimum age in the jurisdiction where you

reside) is strictly prohibited and is a violation of these Terms. The Services are not

available to any users previously prohibited from using the Services by Biopod.

(c) Customer Service. If you have any questions or concerns regarding the

Products, the Services, or these Terms, please contact Biopod.

(d) Term and Termination. These Terms will remain in full force and effect so long

as you continue to access or use the Services, or until terminated in accordance

with the provisions of these Terms. At any time, Biopod may (i) suspend or

terminate your rights to access or use the Services, or (ii) terminate these Terms

with respect to you if Biopod in good faith believes that you have used the Services

in violation of these Terms, including any incorporated guidelines, terms or rules. If

you transfer a Product to a new owner, your right to use the Services with respect

to that Product automatically terminates, and the new owner will have no right to

use the Product or Services under your Account (as described below) and will need

to register for a separate Account with Biopod.

(e) Effect of Termination. Upon termination of these Terms, your Account and your

right to use the Services will automatically terminate.

2. Accounts

(a) Your Account. To use the Services, you must register for a user account

(‘Account’) and provide certain information about yourself as prompted by the

applicable registration form. You represent and warrant that: (a) all required

registration information you submit is truthful and accurate; (b) you will maintain

the accuracy of such information; and (c) your use of the Services does not violate

any Canadian, U.S. or other applicable law or regulation (e.g., you are not located

in an embargoed country or are not listed as a prohibited or restricted party under

applicable export control laws and regulations). You are entirely responsible

for maintaining the confidentiality of your Account login information and for all

activities that occur under your Account. You agree to use “strong” passwords

(passwords that use a combination of upper and lower case letters, numbers and

symbols) with your Account, and to maintain your password securely to prevent

others from gaining access without your permission. You agree to immediately

notify Biopod of any unauthorized use, or suspected unauthorized use, of your

Account or any other breach of security. Biopod is not liable for any loss or

damage arising from your failure to comply with the above requirements.

(b) The individual who creates an Account is the “Owner” of that Account and is

the Owner of the Biopod Products associated with that Account. Individuals who

are authorized to access an Owner's Products and Services are “Authorized Users.”

Authorized Users may have the ability to use the Services and monitor and control

the Products. Authorized Users may also have the ability to view information

(including personal information) and content across all of an Owner's Products

and Services with Biopod connections. Authorized Users are responsible for their

own actions in connection with the Products and Services, but Owner also hereby

agrees to be fully responsible for all actions taken by Authorized Users relating to

the Owner's Products, Services and Account. If you are an Owner who invites or

enables an Authorized User, you acknowledge and agree that such Authorized User

may subsequently invite or enable other Authorized Users with the same access

and ability to use your Products and Services set out above. As a result, if you are

an Owner, you should authorize only those individuals that you trust to access your

Account, Products, and Services.

3. Access to Services

(a) Access and Use. Subject to these Terms, Biopod grants you a non-transferable,

non-exclusive, right (without the right to sublicense) to access and use the

Services by (i) using the Web Apps in connection with, and solely for the purpose

of, controlling and monitoring the Products you own or are authorized to control

and monitor or otherwise accessing a service explicitly provided by Biopod for your

use (the “Permitted Purpose”), and (ii) installing and using the Mobile Apps solely

on your own handheld mobile device (e.g., iPhone, iPad, or Android smartphone)

and solely for the Permitted Purpose.

(b) Automatic Software Updates. Biopod may from time to time develop patches,

bug fixes, updates, upgrades and other modifications to improve the performance

of the Services (“Updates”). These may be automatically installed without

providing any additional notice or receiving any additional consent. You consent

to this automatic update. If you do not want such Updates, your remedy is to

terminate your Account and stop using the Services and the Product. If you do not

terminate a previously created Account, you will receive Updates automatically.

You acknowledge that you may be required to install Updates to use the Services

and the Product and you agree to promptly install any Updates Biopod provides.

Your continued use of the Services and the Product is your agreement to these

Terms with respect to the Services.

(c) Interface to Third-Party Products and Services. Over time, Biopod may provide

the opportunity for you to interface the Products and Services to one or more

third-party products and services, through and using the Services (“Third Party

Products and Services”). You decide whether and with which Third-Party Products

and Services you want to interface. Your explicit consent and authorization is

required for this interface, and is revocable by you at any time. Once your consent

is given for a particular Third-Party Product and Service, you agree that Biopod

may exchange information and control data regarding you and your products,

including your personal information, in order to enable the interface you have

authorized. Once this information is shared with the particular Third-Party Product

and Service, its use will be governed by the third party's privacy policy and not by

Biopod's privacy documentation. You acknowledge and agree that Biopod makes

no representation or warranty about the safety of any Third-Party Products or

Services. Accordingly, Biopod is not responsible for your use of any Third Party

Product or Service or any personal injury, death, property damage (including,

without limitation, to your home), or other harm or losses arising from or relating

to your use of any Third Party Products or Services. You should contact the third

party with any questions about their Third Party Products and Services.

(d) Certain materials may be displayed or performed on the Services (including, but

not limited to text, graphics, articles, photographs, video, images, and illustrations

(“Content”). The Content may also include information that you and other users

provide us in the course of using the Services (collectively, “User Submissions’),

which we may use to provide, maintain and improve the Services. Some content

may be visible to others. You are solely responsible for all Content that you upload,

post, email, transmit, or otherwise disseminate using, or in connection with, the

Services, or that you contribute in any manner to the Services; you represent

and warrant that you have all rights necessary to do so, in the manner in which

you contribute it; and you license to Biopod all patent, trademark, trade secret,

copyright or other proprietary rights in and to such Content for publication on

the Service pursuant to these Terms. You shall abide by all copyright notices,

trademark rules, information, and restrictions contained in any Content accessed

through the Services, and shall not use, copy, reproduce, modify, translate, publish,

broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise

exploit for any purposes whatsoever any Content or third party submissions or

other proprietary rights not owned by you: (i) without the express prior written con-

sent of the respective owners, and (ii) in any way that violates any third party right.

Biopod reserves the right to remove any Content from the Services at any time, for

any reason (including, but not limited to, upon receipt of claims or allegations from

third parties or authorities relating to such Content or if we are concerned that you

may have breached the immediately preceding sentence), or for no reason at all.

(e) Certain Restrictions. The rights granted to you in these Terms are subject to

the following restrictions: (i) you agree not to license, sell, rent, lease, transfer,

assign, distribute, host, or otherwise commercially exploit the Services and/or

Products; (ii) you agree not to modify, make derivative works of, disassemble,

reverse compile, or reverse engineer any part of the Services and/or Products; (iii)

you agree not to access the Products and/or Services in order to build a similar or

competitive service; (iv) except as expressly stated herein, no part of the Products

and/or Services may be copied, reproduced, distributed, republished, downloaded,

displayed, posted, or transmitted in any form or by any means; (v) you agree not

to upload, transmit, or distribute any computer viruses, worms, or any software

intended to damage or alter a computer or communication network, computer,

handheld mobile device, data, the Services, the Product, or any other system,

device or property; (vi) you agree not to interfere with, disrupt, or attempt to gain

unauthorized access to, the servers or networks connected to the Products and/

or Services or violate the regulations, policies, or procedures of such networks;

(vii) you agree not to access (or attempt to access) any of the Products and/or

Services by means other than through the interface that is provided by Biopod;

and (viii) you agree not to remove, obscure or alter any proprietary rights notices

(including copyrights and trademark notices) which may be contained in or

displayed in connection with the Services. Any future release, update, or other

addition to functionality of the Services shall be subject to these Terms.

Open Source. Certain items of independent, third party code may be included in the

Web Apps and/or Mobile Apps that are subject to the GNU General Public License

(“GPL’) or other open source licenses (“Open Source Software”). The Open Source

Software is licensed under the terms of the license that accompanies such Open

Source Software. Nothing in these Terms limits your rights under, or grants you

rights that supersede, the terms and conditions of any applicable end user license

for such Open Source Software. In particular, nothing in these Terms restricts your

right to copy, modify, and distribute such Open Source Software that is subject to

the terms of the GPL.

(g) Privacy. Please review the Privacy Policy [and the Privacy Statement] for

Biopod Products and Services. These documents describe practices regarding

the information that Biopod may collect from users of the Products and Services,

including any Content or User Submissions.

(h) Security. Biopod cares about the integrity and security of your personal

information. However, Biopod cannot guarantee that unauthorized third parties will

never be able to defeat our security measures or use your personal information for

improper purposes. You acknowledge that you provide your personal information

at your own risk.

(i) Modification. Biopod reserves the right, at any time, to modify, suspend, or

discontinue the Services or any part thereof with or without notice. You agree

that Biopod will not be liable to you or to any third party for any modification,

suspension, or discontinuance of the Services or any part thereof.

(j) Access Outside Certain Countries. Although the Web Apps and Mobile Apps are

accessible worldwide, the Products and Services provided or accessed through

or on the Web Apps and Mobile Apps are not available to all persons or in all

countries. If you choose to access the Web Apps and Mobile Apps from outside a

country in which Biopod supports the Product and Services ("Target Country"), you

do so on your own initiative and you are solely responsible for complying with ap-

plicable local laws in your country. You understand and accept that the Web Apps

and Mobile Apps are not designed for use in a non-Target Country and some or all

of the features of the Web Apps and Mobile Apps may not work or be appropriate

for use in such a country. To the extent permissible by law, Biopod accepts no

responsibility or liability for any damage or loss caused by your accessing or use

of the Web Apps and Mobile Apps or Biopod Products in a non-Target Country. You

will be bound by these Terms wherever you access or use the Services.

(k) Diagnostic and Usage Data. You agree that Biopod may collect, maintain,

process and use diagnostic, technical, usage and related information, including but

not limited to unique system or hardware identifiers, information about your Bio-

pod device and application software, and peripherals, that is gathered periodically

to provide and improve Biopod's products and services, facilitate the provision of

software updates, product support and other services to you (if any) related to the

Biopod Software, to verify compliance with the Terms and to enable Biopod’s part-

ners and third party developers to improve their software, hardware and services

designed for use with Biopod products. Biopod may use this information, as long

as it is collected in a form that does not personally identify you, for any purpose.

4. Agreed Usage and Limitations Of Biopod Services

(a) Intended Use of Biopod Services. The Services are intended to be accessed

and used for non-time-critical information and control of Biopod Products. While

we aim for the Services to be highly reliable and available, they are not intended

to be reliable or available 100% of the time. The Services are subject to sporadic

interruptions and failures for a varietv of reasons bevond Biopod’s control.

including Wi-Fi intermittency, service provider uptime, mobile notifications and

carriers, among others. You acknowledge these limitations and agree that Biopod

is not responsible for any damages allegedly caused by the failure or delay of the

Services.

(b) No Life-Safety or Critical Uses of the Services. You acknowledge and agree

that the Products and Services, whether standing alone or when interfaced with

third-party products or services are not certified for emergency response. Biopod

makes no warranty or representation that use of the Products or Services with

any third-party product or service will affect or increase any level of safety. YOU

UNDERSTAND THAT THE PRODUCTS AND SERVICES, WHETHER STANDING

ALONE OR INTERFACED WITH THIRD-PARTY PRODUCTS OR SERVICES, ARE NOT

A THIRD-PARTY MONITORED EMERGENCY NOTIFICATION SYSTEM — BIOPOD

WILL NOT DISPATCH ANY PERSON TO ANY LOCATION IN THE EVENT OF AN

EMERGENCY. In addition, the Biopod Support contacts cannot be considered a

lifesaving solution for any source of life or product used in connection with the

Biopod Products and Services, and they are no substitute for emergency services.

All life threatening and emergency events should be directed to the appropriate

response services.

(c) Reliability of Notifications. You acknowledge that the Services, including remote

access and mobile notifications, are not intended to be 100% reliable and 100%

available. We cannot and do not guarantee that you will receive notifications in

any given time or at all. YOU AGREE THAT YOU WILL NOT RELY ON THE SERVICES

FOR THE SAFETY OR SECURITY OF ANY FORM OF LIFE OR CRITICAL PURPOSES.

MOBILE NOTIFICATIONS REGARDING YOUR BIOPOD PRODUCTS ARE PROVIDED

FOR INFORMATIONAL PURPOSES ONLY — THEY ARE NOT A SUBSTITUTE

FOR A THIRD-PARTY MONITORED EMERGENCY NOTIFICATION SYSTEM. You

acknowledge that it is your responsibility to educate yourself on how to respond to

an emergency and to respond according to the specifics of your situation.

(d) Temporary Suspension. The Services may be suspended temporarily without

notice for security reasons, system failure, maintenance and repair, or other

circumstances. You agree that you will not be entitled to any refund or rebate for

such suspensions. Biopod does not offer any specific uptime guarantee for the

Services.

(e) System Requirements. The Services will not be accessible without: (i) a working

Wi-Fi network in your home that is positioned to communicate reliably with the

Products; (ii) an Account; (iii) mobile clients such as a supported phone or tablet

(required from some functionality); (iv) always-on broadband Internet access in

your home with bandwidth sufficient to support the Products you use; and (v)

other system elements that may be specified by Biopod. It is your responsibility to

ensure that you have all required system elements and that they are compatible

and properly configured. You acknowledge that the Services may not work as

described when the requirements and compatibility have not been met.

(f) The Services provide you information (“Product Information”) regarding the

Products and their connection with other products and services. All Product

Information is provided “as is” and “as available”. We cannot guarantee that it is

correct or up to date. In cases where it is critical, accessing Product Information

through the Services is not a substitute for direct access of the information.

(g) All information publicly posted or privately transmitted through the Services

is the sole responsibility of the person from which (or from whose account) such

Content originated and Biopod will not be liable for any errors or omissions in

any Content. Biopod cannot guarantee the identity of any other users with whom

you may interact in the course of using the Services. Additionally, we cannot

guarantee the authenticity of any data that users or merchants may provide about

themselves. You acknowledge that all Content accessed by you using the Services

is at your own risk and you will be solely responsible for any damage or loss to any

party resulting therefrom. We cannot control and have no duty to take any action

regarding how you may interpret and use the Content or what actions you may

take as a result of having been exposed to the Content, and you hereby release

us from all liability for you having acquired or not acquired Content through the

Services.

(h) You warrant, represent and agree that you will not contribute any Content or

otherwise use the Services in a manner that (i) infringes or violates the intellectual

property rights or proprietary rights, rights of publicity or privacy, or other rights of

any third party; (ii) violates any law, statute, ordinance or regulation; (iii) is harmful,

fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar,

obscene, libelous, or otherwise objectionable; (iv) impersonates any person or

entity, including without limitation any employee or representative of Biopod; (v)

contains a virus, trojan horse, worm, time bomb, or other harmful computer code,

file, or program; (vi) jeopardizes the security of your Biopod Account or anyone

else’s Account (such as allowing someone else to log in to the Services as you);

(vii) attempts, in any manner, to obtain the password, account, or other security

information from any other user; (viii) violates the security of any computer

network, or cracks any passwords or security encryption codes; (ix) runs Maillist,

Listserv, or any form of auto-responder or “spam” on the Services, or any processes

that otherwise interfere with the proper working of the Services (including by

placing an unreasonable load on the Services’ infrastructure); (x) copies or stores

any significant portion of the Content; or (xi) decompiles, reverse engineers, or

otherwise attempts to obtain the source code or underlying ideas or information of

or relating to the Services.

(i) Data protection and privacy laws where you live may impose certain

responsibilities on you and your use of the Products and Services. You agree

that you (and not Biopod) are responsible for ensuring that you comply with any

applicable laws when you use the Products and Services.

(a) General. Biopod Services rely on or interoperate with third party products and

services. These third party products and services are beyond Biopod's control,

but their operation may impact or be impacted by the use and reliability of the

Biopod Services. You acknowledge and agree that: (i) the use and availability of

the Services is dependent on third party product vendors and service providers, (ii)

these third party products and services may not operate in a reliable manner 100%

of the time, and they may impact the way that the Biopod Services operate, and (iii)

Biopod is not responsible for damages and losses due to the operation of these

third party products and services.

(b) Third Party Service Providers Used By Biopod. You acknowledge that Biopod

uses third party service providers to enable some aspects of the Services — such

as, for example, data storage, synchronization, communication, and mobile device

notifications through mobile operating system vendors and mobile carriers. YOU

AGREE NOT TO RELY ON THE SERVICES FOR THE SAFETY OF ANY LIFE FORM OR

TIME-CRITICAL PURPOSES.

(c) Equipment, ISP, and Carrier. You acknowledge that the availability of the

Services is dependent on (i) your mobile device, product wiring, home Wi-Fi

network, Bluetooth connection, and other related equipment (“Equipment”), (ii) your

Internet service provider (“ISP”), and (iii) your mobile device carrier (“Carrier”). You

acknowledge that you are responsible for all fees charged by your ISP and Carrier

in connection with your use of the Services. You also acknowledge that you are

responsible for compliance with all applicable agreements, terms of use/service,

and other policies of your ISP and Carrier.

(d) Third Party Products and Services that Work With Biopod Services. Biopod may

provide the opportunity for you to interface to Third Party Products and Services.

You acknowledge that Third Party Products and Services that you connect to

your account or interface with are not Biopod products and services and you

acknowledge and agree that Biopod does not control, and that these Terms do not

apply to, any Third Party Products and Services. Use of any Third Party Products

and Services is governed by separate terms and conditions provided by the

operator(s) of the applicable Third Party Products and Services. You acknowledge

and agree that Biopod makes no representation or warranty about the operation,

reliability, or safety of any Third Party Products or Services. Accordingly, Biopod is

not responsible for your use of any Third Party Product or Service or any personal

injury, death, property damage (including, without limitation, to your home),

interruption of service, downtime, data loss, or other harm or losses arising from or

relating to your use of any Third Party Products or Services. You should contact the

Third Party with any questions about their Products and Services.

(e) App Stores. You acknowledge and agree that the availability of the Mobile Apps

is dependent on the third party websites from which you download the Mobile

Apps, e.g., the App Store from Apple or the Android app market from Google (each

an “App Store”). You acknowledge that these Terms are between you and Biopod