

## END USER LICENSE AGREEMENT AND TYZE TERMS OF USE

Effective as of: July 5, 2013

BY REGISTERING TO USE THE SERVICES (AS DEFINED BELOW), YOU (identified herein as “User” (defined further below) or with “you” or “your”) AGREE TO BE BOUND BY THIS AGREEMENT (“**AGREEMENT**”). YOUR USE OF THE SERVICES IS EXPRESSLY CONDITIONED ON YOUR ACCEPTANCE OF THESE TERMS OF USE, AS IT MAY BE MODIFIED FROM TIME TO TIME. PLEASE READ THIS AGREEMENT CAREFULLY. IF YOU DO NOT AGREE WITH THIS AGREEMENT, PLEASE STOP IMMEDIATELY ALL USE OF THE SERVICES.

Tyze Personal Networks Ltd. (“**Tyze**”, “**Us**”, “**Our**” or “**We**”) operates an online solution that allows individuals, groups and organizations to create online personal networks (the “**Services**”) based on the network model of care for health and social care. The network model of care consists of freely-given relationships between individuals, friends, family members, community members, caregivers, and care partners in order to advance communication, problem-solving, collaboration, and support amongst people contributing to an individual’s well-being.

### Index of Provisions

Acceptance	Eligibility	Responsibility for Minors
Modification of this Agreement	Privacy and Cookies	How the Services may be Made Available to You
Use of the Services	Accounts	Fees
Content	Communications with Us	Content on the Services
Rights to Your Data	Prohibited Content	Prohibited Activity
Protecting Copyrights and Other Intellectual Property	Term and Termination	Medical and Health Information
Accuracy of Content	Third Party Websites and Links	Disclaimer of Interactions with Third Parties
General Disclaimer	Limitation of Liability	Indemnification
Security	Mobile Use	Submission of Feedback/Suggestions
Governing Law	Arbitration	General Provisions

1. **Acceptance.** This Agreement constitutes a legally binding agreement, applies to your use of the Services regardless of the type of device used to access them, and shall become binding upon you upon your registration with Tyze or your use of the Services (whichever occurs earlier). You are authorized to use the Services only if you agree to abide by the terms of this Agreement and all applicable laws, rules and regulations governing your use of the Services or performance under this Agreement (“**Applicable Law**”). Upon registration, you may create your account (your “**Account**”), and its associated profile(s) (each a “**Profile**”) in accordance with the terms of this Agreement.

The Agreement together with all online documents, policies, contest rules, and agreements applicable to use of the Services are incorporated into this Agreement by reference (“**Other Terms**”), constitutes the entire agreement between you and Tyze and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. If you do not agree to be bound by this Agreement (or any applicable Other

Terms) and to abide by all Applicable Law, you are not authorized to use the applicable Services and must discontinue use of all Services.

2. **Eligibility.** Use of the Services and registration to be a User for the Services (“**Membership**”) is void where prohibited. By using the Services, you represent and warrant that: (a) all registration information you submit to Tyze is and will be complete and accurate; (b) you will maintain the accuracy of such information; (c) your use of the Services does not violate any Applicable Law; (d) you are 18 years of age or older, and (e) if the account is being created for a minor, you are the authorized guardian of the minor and you are authorizing the minor to use the Services. Children in the United States cannot use the Services.
3. **Responsibility for Minors.** In cases where you have authorized and allowed a minor (*i.e.*, an individual under the age of 18) to use the Services, you recognize that you are doing so under your own account and are therefore fully responsible for: (i) providing confirmation of consent and agreement to the terms and conditions of this Agreement, (ii) ensuring the minor’s compliance with all the terms and conditions of this Agreement, (iii) providing confirmation of consent to Tyze’s data collection and use practices (as reflected in Tyze’s online Privacy Policy), (iv) the online conduct of such minor; (v) controlling the minor’s access to and use of the Services; and (vi) the consequences of any misuse by the minor. You acknowledge that Tyze is not responsible for editing or controlling the information available for display through the Services (as provided by other Users) and that you must use your own discretion to monitor content available through the Services.
4. **Modification of this Agreement.** Tyze provides a general services to its Users. Tyze therefore reserves the right to modify this Agreement at any time and from time to time, and each such modification shall be effective upon express re-acceptance, your continued use following provision of email notice to your designated address, or the posting on the Services and/or Tyze’s legal webpage, which is currently available at <http://www.tyze.com/legal>, and your continued use. Unless Tyze seeks your express assent to changes to the Agreement, all modifications will apply prospectively only following notice. It is therefore important that you review this Agreement regularly. If you do not agree to be bound by such modified Agreement, you must discontinue use of the Services immediately.
5. **Privacy and Cookies.** You can view Tyze’s privacy policy for its own Services (the “**Privacy Policy**”) [here](#), which is incorporated into the Agreement by reference. The Privacy Policy provides you with notice of Tyze’s collection and use of Personal Information as well as Our use of internet tags, cookies, graphic tags and web beacons (collectively, “**Tags**”). “Personal Information” shall have the meaning set forth in the Privacy Policy as the notions of what qualifies as personally identifiable information changes from time to time. By accepting this Agreement, you hereby consent to: (i) Tyze’s collection and use of your Personal Information in accordance with the Privacy Policy and this Agreement; and (ii) Tyze’s placement and use of Tags as described in the Privacy Policy. The Privacy Policy may be updated from time to time at Our discretion to address changes in applicable law or to reflect Tyze’s revised data collection and use practices for Personal Information. Changes will be effective upon posting to Tyze’s website or upon the provision of email notice to your designated address (whichever occurs earlier).
6. **How the Services may be Made Available to You.**
  - (a) The Services may be made available to you either directly by Tyze or by a third party that has been authorized by Tyze to distribute Tyze online personal networks to you (e.g. a healthcare or social service provider, governmental organization, health authority, community organization or other licensee of the Services) (“**Provider**”).
  - (b) If the Services are made available to you directly by Tyze, meaning you have a direct contractual relationship with Tyze for you to subscribe for the Services, your use of the Services may be without charge by Tyze or Tyze may charge you fees depending on the

level of Services that you subscribe for. When you use a Service that has a fee, you will have an opportunity to review and accept the fees that you will be charged. Tyze may add new services for additional fees and charges, or proactively amend fees and charges for existing services, at any time in its sole discretion. Changes to fees are effective after We provide you with notice by posting the changes on Our website.

- (c) If the Services are made available to you through a Provider, meaning, you are not directly subscribing for the Services through Tyze, but are receiving access to the Services through a Provider, you acknowledge and agree that your correspondences or interactions with your Provider are solely as between you and your Provider, although this Agreement shall still govern your use of the Services. Your Provider may require that you enter into an agreement with them to govern the relationship between you and your Provider in respect of the Provider making the Services available to you. Tyze is and shall not be a party to such an agreement. Only this Agreement will govern the relationship between you and Tyze with respect to your access and use of the Services. Your Provider may contact you through the Services. All such communications and interactions are between you and Your Provider and are subject to your Provider's privacy policy (if any). Your Provider may or may not charge you fees to access the Services. Tyze does not have any control over whether your Provider will charge fees or other dues in connection with the Service. All such matters are between you and your Provider. Please contact your Provider if you have any questions, comments or concerns regarding fees and/or payments. You agree that Tyze will not be responsible or liable in any way for any loss or damage of any kind incurred as a result of, or in connection with, any interaction or dispute between you and your Provider. Tyze reserves the right, but has no obligation, to become involved in any way with any dispute between you and your Provider.

- 7. **Use of the Services.** The Services are for the personal use of Users and with respect to any information parameters identified online for particular communication networks as to the permissible subject matter of posted or displayed content. Tyze reserves the right to remove commercial content in its sole discretion. Illegal and/or unauthorized use of the Services, including, without limitation, collecting usernames, user id numbers, and/or email addresses of Users by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the Services, or employing third party promotional sites or software to promote profiles for money, is prohibited. Commercial advertisements, affiliate links, and other forms of unauthorized data collection or solicitation may be removed from User profiles, Content (as defined below) and/or posts (as defined below) without notice or explanation and may result in termination of Membership privileges. Tyze reserves the right to take appropriate legal action, including, without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services.
- 8. **Accounts.** When you sign up to become a user of the Services (a "**User**"), you will have to register for and create an account with Us ("**Account**") associated with your Membership, which includes a username and password and requires an email address. You represent and warrant to Us that all information that you submit when you register for your Account is accurate, current and complete, and that you will keep your Account information accurate, current and complete. If We have reason to believe that any of your Account information is untrue, inaccurate, out-of-date or incomplete, We reserve the right, in Our sole and absolute discretion, to terminate your Account. You are solely responsible for the activity that occurs on your Account, whether authorized by you or not, and you must keep your Account information secure. You must notify Us immediately of any breach of security or unauthorized use of your Account. WE WILL NOT BE LIABLE FOR ANY LOSS YOU INCUR DUE TO ANY UNAUTHORIZED USE OF YOUR ACCOUNT. YOU, HOWEVER, MAY BE LIABLE FOR ANY LOSS INCURRED BY US OR OTHERS CAUSED BY YOUR ACCOUNT, WHETHER CAUSED BY YOU OR BY AN UNAUTHORIZED PERSON. The foregoing sentence shall survive the termination of this Agreement.

9. **Fees.** You agree to pay all applicable fees (at the amounts or prices indicated) due, if any, for your access and use of the Services (collectively, the “**Fees**”), whether owing directly to Tyze or to your Provider (as the case may be). You shall be responsible for all sales, use, value added, or other taxes or duties, as applicable, with respect to all Fees. Fees payable to Tyze may be paid for by providing a valid credit card or through such other means as We make available from time to time (the “**Payment Method**”). Payments may be processed by Our third party billing and payment processing provider(s) (the “**Billing Provider**”). When you provide Us with your information about your Payment Method, that information, along with other Personal Information about you, will be shared with the Billing Provider for the purposes of processing your payments. You hereby consent to the collection, use and disclosure of your Personal Information by and to the Billing Provider for the foregoing purposes. The foregoing sentence shall survive the termination of the Agreement.
10. **Content.** Tyze does not claim any ownership rights in the text, files, documents, reports, results, information, bulletins, images, photos, video, works, works of authorship, applications, or any other materials (collectively, “**Content**”) that you transmit, submit, display or publish (“**post**”) on, through or in connection with the Services. After posting your Content on, through or in connection with the Services, you continue to retain any such rights that you may have in your Content, subject to the limited license granted by you in this Agreement. You control what Content you choose to share with other Users in your personal network. Please remember that Content you choose to share will be available to the other Users in your personal network, who may view, share, distribute, access, copy, download, and use the Content without restriction. Accordingly, please consider carefully what Content you choose to share while using the Services. By posting any Content on, through or in connection with the Services, you hereby grant to Tyze a limited license to use, modify, delete from, add to, reproduce, and make available such Content solely on, through or in connection with the Services, including, without limitation, making available part or all of the Services to all Users with whom you choose to share access and any Content included in or as part of the Services, in any media formats and through any media channels. This limited license does not grant Tyze the right to sell or otherwise distribute your Content apart from its use in connection with the Services. After you affirmatively delete your Content from the Services, We will cease distribution as soon as practicable, and at such time when distribution ceases, the license will terminate.

The license you grant to Tyze is non-exclusive (meaning you are free to license your Content to anyone else in addition to Tyze), fully-paid and royalty-free (meaning that Tyze is not required to pay you or anyone else deriving rights from you for the use on the Services of the Content that you post), sublicensable (so that Tyze is able to use its affiliates, subcontractors and other partners such as Providers or Internet content delivery networks and wireless carriers to provide the Services), and worldwide (because the Internet and the Services are global in reach).

You represent and warrant that: (i) you own the Content posted by you on, through or in connection with the Services, or otherwise have the right to grant the license set forth in this Section 10, and (ii) the posting of your Content on, through or in connection with the Services does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. You are responsible for any rights clearance for any Content posted by you on or through the Services.

The Services contain or provide access to Content owned by Tyze or its providers or licensors (“**Tyze Content**”). In some circumstances, you may opt to receive certain Tyze Content or it may be provided to you based on your profile or preferences, in which case you may choose to unsubscribe to such Tyze Content. Tyze Content is protected by copyright, trademark, patent, trade secret and other laws, and Tyze owns and retains all rights in the Tyze Content and the Services. Tyze hereby grants you a limited, revocable, nonsublicensable license to reproduce and display the Tyze Content (excluding any software code) solely for your personal, non-commercial use in connection with and while using the Services.

The Services contain Content of Users (“**User Content**”). You may only view, listen to, transmit, display, or otherwise use any User Content appearing on or through the Services solely for your personal, non-commercial use. Except for the foregoing, you are granted no right, title, or interest in any User Content.

The Services contain Content of third party providers or licensors that are not Users (such as licensors, “**Third Party Licensors**” and such content “**Third Party Content**”). Third Party Content is protected by copyright, trademark, patent, trade secret and other laws, and each Third Party Licensor retains all rights in its Third Party Content. You are hereby granted a limited, revocable, non-sublicensable license to view or listen to or use as authorized by Tyze, as applicable, the Third Party Content solely for your personal, non-commercial use in connection with viewing and using the Services. Except for the foregoing limited license, and except as otherwise expressly provided in writing by Tyze, you are granted no right, title or interest in any Third Party Content. You are only granted a limited license and there is not a sale with respect to Third Party Content and Tyze and its licensors reserve all other rights.

11. **Communications with Us.** Tyze performs technical functions necessary to offer the Services, including, but not limited to, the technical processing and transmission of email communications to perform the email service, and transcoding and/or reformatting Content to allow its use throughout the Services. You therefore agree and acknowledge that Tyze may send you messages including, but not limited to, notifications, special offers, surveys, and marketing materials that are in connection with the Services.
12. **Content on the Services.** Tyze assumes no responsibility for the Content posted by any User and no responsibility for the conduct of the User with respect to any such Content. Tyze also assumes no responsibility for monitoring the Services for inappropriate Content or conduct, but reserves the right, in its sole discretion, to investigate use of the Services and take appropriate action in accordance with this Agreement. Accordingly, Tyze may delete any Content for any or no reason, including, but not limited to, Content that in the sole judgment of Tyze violates this Agreement or which may be offensive, illegal or violate the rights of any person or entity, or harm or threaten the safety of any person or entity.

In addition, Tyze reserves the right to limit the storage capacity of Content that you post on, through or in connection with the Services.

13. **Rights to Your Data.** In accordance with the Privacy Policy, You hereby grant to Us a world-wide fully-paid, royalty-free, perpetual, unrestricted, transferable, sublicensable, worldwide right and license to use Your Data (as defined below) to extract and create anonymized data (collectively, “**Extracted Data**”). You agree that, notwithstanding the generality of the foregoing, We own and may disclose, publish and otherwise use Extracted Data, whether as part of derivative works or otherwise, solely on an Aggregate Basis (as defined below) to any person and by any means. We shall own exclusive rights, including all intellectual property rights, in and to all Extracted Data. We shall be entitled to the unrestricted use and dissemination of all Extracted Data works for any purpose, commercial or otherwise, without acknowledgment or compensation to you. For greater certainty, We are prohibited from disclosing Your Data other than on an Aggregate Basis. In this Agreement, “**Aggregate Basis**” means that We combine Your Data and/or parts of information collected or processed from you in a manner that does not contain or disclose any information that can identify you and/or where such data has otherwise been anonymized; and “**Your Data**” means: (i) any data or information derived from or generated by your use of the Services; and/or (ii) information about you that has been collected by Tyze.
14. **Prohibited Content.** You are solely responsible for the Content that you post on, through or in connection with any of the Services, and any material or information that you transmit to other Members and for your interactions with other Users. The following are examples of the kind of Content that is illegal or prohibited to post on, through or in connection with the Services. Tyze reserves the right to investigate and take appropriate legal action against anyone who, in Tyze’s

sole discretion, violates this provision, including, without limitation, removing the offending Content from the Services, terminating the Membership of such violators and/or reporting such Content or activities to law enforcement authorities. Prohibited Content includes Content that, in the sole discretion of Tyze: (i) is pornographic or offensive subject matter; (ii) contains graphic or gratuitous violence; (iii) conveys a message of hate against any individual or group based upon their race, religion, age, gender, nationality, sexual orientation or language; (iv) solicits other users for passwords or personally identifiable information; (v) is submitted for the purpose of harassment or bullying; (vi) contains unsolicited advertising, including "Spam" messages; (vii) is offensive or promotes or otherwise incites racism, bigotry, hatred or physical harm of any kind against any group or individual; (viii) publicly posts information that poses or creates a privacy or security risk to any Person; (ix) constitutes or promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; (xi) furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses; (xii) involves commercial activities and/or sales without prior written consent from Tyze such as contests, sweepstakes, barter, advertising, or pyramid schemes; or (xiii) violates or attempts to violate the privacy rights, publicity rights, copyrights, trademark rights, contract rights or any other rights of any Person.

15. **Prohibited Activity.** You shall not use the Services in any fashion except as expressly permitted by the Agreement. Without limiting the generality of the foregoing, You shall not directly or indirectly, do any of the following acts: (i) reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code or underlying algorithms of the Services, the Site and/or any part of either of them; (ii) modify, translate, or create derivative works based on any portion of the Services and/or the Services; (iii) access or use the Services in order to build a competitive product or service or copy any features, functions or graphics of the Services; (iv) access or use the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes; (v) circumvent or modify, attempt to circumvent or modify, or encourage or assist any other person in circumventing or modifying any security technology or software that is part of the Services; (vi) create any link to the Services or frame or mirror any Content contained or accessible from the Services; (vii) wilfully tamper with the security of any portion of the Services, the Site and/or any part of either of them; (viii) knowingly access data on or available through the Services and/or the Site not intended for You; (ix) attempt to probe, scan or test the vulnerability of any portion of the Services and/or the Site or to breach the security or authentication measures without proper authorization; (x) unlawfully use, transmit, disseminate or otherwise make available content on or through the Services that is unlawful, threatening, abusive, libellous, slanderous, defamatory or otherwise offensive or illegal; (xi) provide or use "tracking" or monitoring functionality in connection with the Services, including, without limitation, to identify any other Person's actions or other activities on the Services; (xii) impersonate or attempt to impersonate Us or Our employees (including, without limitation, the use of email addresses associated with any of the foregoing); (xiii) use the account, username, or password of another user of the Services at any time or disclosing Your password to any third party or permitting any third party to access Your Account; or (xiv) violate any Applicable Law.

You acknowledge and additionally agree to the following:

- (a) You may not post, transmit, link to, or otherwise distribute any information, materials or Content that does not generally pertain to the designated topic or theme of the particular forum for discussion;
  - (b) We reserve the right to stop any conduct that restricts or inhibits Users from fully utilizing and enjoying the Services; and
  - (c) We reserve the right to act to delete any and all material that contravenes any of this Agreement or which may otherwise have a negative impact on the safe, respectful, legal, friendly and courteous operation of the Services.
16. **Protecting Copyrights and Other Intellectual Property.** Tyze respects the intellectual property of others, and requires that our users do the same. You may not upload, embed, post, email,

transmit or otherwise make available any material that infringes any copyright, patent, trademark, trade secret or other proprietary rights of any person or entity. It is Tyze's policy to terminate, in appropriate circumstances, the membership of Users who violated this prohibition.

If you believe your work has been copied and posted on or through the Services in a way that constitutes copyright infringement, please send Tyze's designated agent for receipt of copyright infringement claims a notification of claimed infringement with all of the following information: (a) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (b) identification of the claimed infringing material and information reasonably sufficient to permit us to locate the material on the Services (providing the URL(s) of the claimed infringing material satisfies this requirement); (c) information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an email address; (d) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (e) a statement by you, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf; and (f) your physical or electronic signature. Tyze's Copyright Agent for notification of claimed infringement can be reached as follows: Copyright Agent, Tyze Personal Networks Ltd. 6th Floor – 210 West Broadway, Vancouver, British Columbia, V5Y 3W2; Phone: (604) 628-9594; Attn: Copyright Agent. Tyze's Copyright Agent for notification of claimed infringement can also be reached electronically at [info@tyze.com](mailto:info@tyze.com). FAILURE TO INCLUDE ALL OF THE ABOVE INFORMATION, ESPECIALLY SPECIFIC URLS WHERE CONTENT MAY BE FOUND, WILL RESULT IN A DELAY IN THE PROCESSING OF YOUR NOTIFICATION AND MAY RESULT IN YOU HAVING TO REPEAT SOME OR ALL OF THE ABOVE PROCESS. TYZE WILL NOT RESPOND UNTIL ALL OF THE NECESSARY INFORMATION IS PROVIDED. If Tyze receives proper notification of claimed copyright infringement, it will respond expeditiously by removing, or disabling access to, the material that is claimed to be infringing or to be the subject of infringing activity. Tyze will also comply with the appropriate provisions of the Digital Millennium Copyright Act (DMCA) (United States) to allow and address counter-notification, if applicable. In addition, Tyze may, at its discretion, deny access to its site by disablement and/or termination of accounts. If You reside outside of the United States, please understand that filing a notice or counter-notice may lead to legal proceedings between You and the complaining party to determine ownership or right to use. Therefore, please be aware that there may be adverse legal consequences in Canada and/or the United States of America if You make a false or bad faith allegation by using this process.

17. **Term and Termination.** This Agreement, and any posted revision to this Agreement, shall remain in full force and effect while you use the Services. You may terminate your Membership at any time, for any reason, by sending a message to [support@tyze.com](mailto:support@tyze.com). This Agreement (and your Membership) will terminate and expire upon your failure to agree to its terms at the onset (along with ceasing all use of the Services) or the expiration of the then current subscription term (regardless of whether the Services are made available to you directly through Tyze or through your Provider). Tyze may also terminate your Membership and right to use the Services for breaches of this Agreement. If the Services are made available to you through a Provider, Tyze may suspend or terminate your Membership immediately upon notice or request of such termination or suspension from Your Provider. Upon termination or expiration, Tyze reserves the right, in its sole discretion, to reject, refuse to post or remove any Content (including, without limitation, private messages, emails and instant messages (as applicable) (collectively, “**messages**”)) submitted or sent by you. In addition, upon termination or expiration or the event of Service malfunction Tyze reserves the right, in its sole discretion, to reassign or rename your profile URL or to remove your profile and/or deny, restrict, suspend, or terminate your access to all or any part of the Services. Even after Membership and this Agreement is terminated, this Agreement will remain in effect, including, without limitation, Sections 3, 6(c), 9, 10, 13, 16 and 18 - 30.

18. **Medical and Health Information.** Some of User Content and Third Party Content may contain medical and health information. Such information is not provided from Tyze, is for informational purposes only, and is not to be used or construed as a substitute for professional medical advice, diagnosis or treatment.
19. **Accuracy of Content.** Please choose carefully the information that you post on, through or in connection with the Services and that you provide to other Users. Despite this prohibition, information, materials, products or services provided by other Tyze Users (for instance, in their profiles) may, in whole or in part, be unauthorized, impermissible or otherwise violate this Agreement, and Tyze assumes no responsibility or liability for this material. If you become aware of misuse of the Services by any person, please contact Us at by e-mail at [info@tyze.com](mailto:info@tyze.com). Tyze cannot, does not and will not guarantee the accuracy, completeness and quality of any Content appearing on, or otherwise made available by, the Services. You acknowledge and agree that reliance on any Content accessible through the Services is solely at Your own risk. We will not be liable for any error or misinformation provided by You.
20. **Third Party Websites and Links.** The Services and User Content may contain links to or the content of/from third party websites (collectively, "**Third Party Websites**"). Third Party Websites are not owned or controlled by Tyze, therefore Tyze has no control over any domain name, products, services, materials or other information in or available through Third Party Websites. We assume no responsibility for any Third Party Websites including, but not limited to, any content within on or available at a Third Party Website. You agree that You assume all risk when accessing any Third Party Websites, and release Tyze from any and all liability resulting from the access and/or use of Third Party Websites. Access to any Third Party Websites through the Services, regardless of whether a Third Party Website is linked from the Services, is entirely at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive devices, programs. Tyze makes no representations, warranties, conditions or undertakings regarding, nor endorses, any Third Party Websites.
21. **Disclaimer of Interactions with Third Parties.** You acknowledge and agree that your correspondences or interactions with any third parties that you interact with through the Services, including any Users, are solely as between you and such third parties. You agree that Tyze will not be responsible or liable in any way for any loss or damage of any kind incurred as a result of, or in connection with, any interaction between you and any other party. Tyze reserves the right, but has no obligation, to become involved in any way with any dispute between you and another party arising out of or that is connection with the Services. TYZE IS NOT RESPONSIBLE FOR AND MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS OR UNDERTAKINGS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO SERVICES, ANY USER CONTENT OR THE ACCURACY AND RELIABILITY OF THE USER CONTENT POSTED THROUGH OR IN CONNECTION WITH THE SERVICES, AND SUCH USER CONTENT DOES NOT NECESSARILY REFLECT THE OPINIONS OR POLICIES OF TYZE. TYZE IS NOT RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SERVICES.
22. **General Disclaimer.** EXCEPT AS EXPLICITLY PROVIDED IN THIS AGREEMENT, TYZE MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS OR UNDERTAKINGS OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE SERVICES AND/OR ANY CONTENT, PRODUCTS OR SERVICES PROVIDED ON THE SERVICES, ALL OF WHICH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TYZE DOES NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENCY, RELIABILITY OR SUITABILITY OF THE OPERATION OF THE SERVICES, OR ANY OF THE CONTENT OR DATA FOUND ON THE SERVICES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS IN RESPECT OF THE SERVICES (INCLUDING, BUT NOT LIMITED TO, ANY CONTENT OR DATA, AND ANY PRODUCTS OR SERVICES OFFERED FOR SALE ON THE SERVICES), INCLUDING IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT,

AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. TYZE IS NOT RESPONSIBLE FOR LATE, LOST, INCOMPLETE, ILLEGIBLE, MISDIRECTED OR STOLEN MESSAGES OR MAIL, UNAVAILABLE NETWORK CONNECTIONS, FAILED, INCOMPLETE, GARBLED OR DELAYED COMPUTER TRANSMISSIONS, ON-LINE FAILURES, HARDWARE, SOFTWARE OR OTHER TECHNICAL MALFUNCTIONS OR DISTURBANCES OR ANY OTHER COMMUNICATIONS FAILURES OR CIRCUMSTANCES AFFECTING, DISRUPTING OR CORRUPTING COMMUNICATIONS. TYZE ASSUMES NO RESPONSIBILITY, AND WILL NOT BE LIABLE FOR, ANY DAMAGES TO, OR ANY VIRUSES AFFECTING YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, OR BROWSING ON THE SERVICES OR YOUR DOWNLOADING OF ANY CONTENT FROM THE SERVICES.

23. **Limitation of Liability.** YOU AGREE THAT UNDER NO CIRCUMSTANCES WILL TYZE OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, AFFILIATES OR SUBSIDIARIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, OR FOR LOST PROFITS, LOST REVENUES, OR FAILURE TO REALIZE EXPECTED SAVINGS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY LAW, STATUTE, USAGE OF TRADE, CUSTOM, COURSE OF DEALING OR PERFORMANCE, OR AS A RESULT OF THE NATURE OF THIS AGREEMENT OR IN CONFORMITY WITH USAGE, EQUITY OR LAW OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES INCLUDING ANY: (A) USE, INABILITY TO USE OR PERFORMANCE OF ANY OF THE SERVICES OR SERVICES; (B) ERRORS, MISTAKES, OR INACCURACIES OF ANY TYZE CONTENT OR USER CONTENT; (C) BUGS OR VIRUSES WHICH MAY BE TRANSMITTED TO OR THROUGH ANY OF THE SERVICES; AND/OR (D) INTERRUPTION OR CESSATION OF ANY OF THE SERVICES OR OF TRANSMISSION OF THE SERVICES (INCLUDING, THE SITE), EVEN IF TYZE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, CLAIMS WILL BE RESOLVED ON AN INDIVIDUAL BASIS (AND WILL NOT BE CONSOLIDATED WITH ANY OTHER PROCEEDING) AND IN NO EVENT WILL TYZE'S CUMULATIVE OR AGGREGATE LIABILITY TO YOU FOR DIRECT DAMAGES OF ANY KIND OR NATURE EXCEED AN AMOUNT EQUAL TO THE GREATER OF THE FEES ACTUALLY PAID BY YOU TO TYZE UNDER THIS AGREEMENT DURING THE PRIOR TWELVE MONTHS THAT PRECEDE THE CLAIM OR FIVE THOUSAND DOLLARS (CDN \$5000.00). APPLICABLE LAW MAY NOT ALLOW SOME OR ALL OF THE ABOVE LIMITATIONS OR EXCLUSIONS OF LIABILITY, SO SOME OR ALL OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH CASES, TYZE'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.
24. **Indemnification.** You agree to indemnify and hold harmless Tyze and its officers, directors, employees, from and against any and all loss, liability, damage, cost, expense, charge, fine, penalty or assessment including, but not limited to, the costs and expenses of any claim, demand, action, cause of action, suit, arbitration, investigation, proceeding, complaint, settlement or compromise and all interest, punitive damages, fines, penalties (including legal costs on a full indemnity basis) arising out of, or asserted in connection with your use of the Services in violation of this Agreement or your breach of a term or condition of this Agreement.
25. **Security.** Tyze reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing Tyze to disclose the identity of anyone posting any e-mail or other messages, or publishing or otherwise making available any other user-generated content that is believed or alleged (reasonably or not) to violate this Agreement or any law or regulation. You acknowledge and agree that Tyze may investigate any violations of law and may cooperate with law enforcement authorities in prosecuting you in this regard.

26. **Mobile Use.** The Services may offer certain features and services that are available to you via your mobile device used to access the Services. These features and services may include the ability to access the Services' features and upload content to the Services, receive Content from the Services, and download applications to your wireless device (collectively, "**Mobile Features**"). Standard messaging, data, and other fees may be charged by your carrier to participate in Mobile Features. Fees and charges may appear on your wireless bill or be deducted from your pre-paid balance. Your carrier may prohibit or restrict certain Mobile Features and certain Mobile Features may be incompatible with your carrier or device. You should check with your carrier to find out what plans are available and how much they cost or any other questions regarding these carrier-related issues. You may uninstall our applications to terminate the Services related to them.
27. **Submission of Feedback/Suggestions.** Tyze is always improving the Services and developing new features and opportunities. If you have ideas, comments, suggestions or other feedback regarding improvements or additions to any of the Services, Tyze would like to hear them. However, (i) any submission will be subject to the Agreement; and (ii) Tyze does not desire that you send post or upload any information that is confidential or proprietary to you or to any other Person or Tyze. By submitting comments, messages, suggestions, ideas, concepts, feedback or other information about the Services, Tyze and/or its operations (collectively, "**Submissions**") to Tyze, you thereby, and hereby: (a) represent and warrant that none of the Submissions are confidential or proprietary to you or to any other Person; and (b) grant Tyze and its affiliates a fully paid-up, royalty-free, perpetual, irrevocable, unrestricted, transferable, sublicensable, worldwide right and license to: (i) use, copy, publish, transmit, perform and display the Submissions for any purpose; (ii) create derivative works from such Submissions; and (iii) implement and use the Submissions and any suggestions, concepts or ideas contained therein without compensation to you. Furthermore, you agree that Tyze is not responsible for the confidentiality of any Submissions.
28. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable in that Province, excluding any conflicts of law rules that would apply a different body of law.
29. **Arbitration.** All disputes, disagreements, controversies, questions or claims arising out of or relating to this Agreement, including, without limitation, with respect to its formation, execution, validity, application, interpretation, performance, breach, termination or enforcement, ("**Disputes**"), will be determined by a sole Arbitrator (the "**Arbitrator**") under the *International Commercial Arbitration Act* (British Columbia) or the *Commercial Arbitration Act* (British Columbia), as applicable. In addition: (i) the law of British Columbia will apply to all Disputes; (ii) the arbitration will take place in the City of Vancouver, British Columbia; (iii) the language to be used in the arbitration will be English; (iv) claims will be resolved on an individual basis (and will not be consolidated with any other proceeding); (v) within 20 days after the party requesting arbitration has given written notice of such request to the other party, the parties, acting reasonably shall jointly appoint a single arbitrator and if the Parties fail to agree upon a single arbitrator within such 20 day period, then the arbitrator shall be selected by a judge of the British Columbia Superior Court of Justice upon application of any party; (vi) the award rendered by the arbitrator shall be final and binding and not subject to appeal; (vii) the arbitrator shall be empowered to determine all questions of law and fact and may grant injunctive relief; (viii) the prevailing party shall be entitled as part of the arbitration award to the reasonable costs and expenses (including legal fees and disbursements) of investigating, preparing and pursuing such claim or defence, and the party enforcing an award shall be entitled to reasonable costs and expenses (Including legal fees and disbursements) incurred in connection therewith.
30. **General Provisions.** This Agreement, and any rights or licenses granted or waived in this Agreement, may not be transferred or assigned by you, but may be assigned by Tyze without restriction. In the event that any provision is determined to be unenforceable or invalid, that provision will nonetheless be enforced to the fullest extent permitted by applicable law, and that determination will not affect the validity and enforceability of any other remaining provisions of this

Agreement. The failure of Tyze to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The headings used in this Agreement are included for convenience only and will not limit or otherwise affect this Agreement.