

## OVOU Terms of Service

By accessing or using our website (our “**Website**”) or smart chip business cards (our “**Smart Card**”) and/or a linked smart profile accessible from our Website (collectively, our “**Services**”), you agree to be bound by our terms of service set forth herein (our “**Terms of Service**”). If you do not agree with our Terms of Service, your sole recourse is to discontinue use of our Services immediately.

By using our Services or Website, we’d like to remind you that you are also consenting to the terms of our privacy policy located at [[https://ovou.com/pdfs/privacy\\_policy\(1087826.4\).pdf](https://ovou.com/pdfs/privacy_policy(1087826.4).pdf)] (our “**Privacy Policy**”), which sets out our personal information gathering and dissemination practices.

The Services and Website are owned and operated by OVOU Inc. and/or its affiliates (references to “**OVOU**”, “**we**”, “**us**”, or “**our**” are references to OVOU Inc. and/or its affiliates).

### 1. LICENSE

**1.1 OVOU Content.** All text, data, graphics, photographs, images, audio, video, trademarks, service marks, trade names and other information, visual or other digital material, software (including source and object codes) and all other content of any description available through our Services or Website, or available via a link from our Services to a page created by OVOU on another website (collectively, the “**Content**”), are the sole property of OVOU and/or its licensors. All Content is protected by Canadian and international copyright, trade-mark, service marks, patents, trade secrets and other proprietary rights and laws. Use of the Content for any purpose not expressly permitted in our Terms of Service or otherwise consented to by OVOU is prohibited. To obtain written consent, please contact us at: [[support@ovou.com](mailto:support@ovou.com)].

**1.2 User License.** Our Services are licensed, not sold. We grant you a non-exclusive, non-transferable, limited licence to use our Services for your own personal networking purposes. You agree that you will not copy, attempt to reverse engineer, modify, translate or disassemble our Services in whole or in part. You may not use or export or re-export our Services except as permitted under the law of the United States and Canada and the laws of the jurisdiction in which our Services were obtained. We may automatically check and update the version of our Services which you are using in order to improve the performance and capabilities of our Services.

**1.3 Trials.** OVOU may make available trial periods of the Services. If you subscribe to the services for a free trial, and do not cancel the subscription prior to the end of the free trial period, the terms will be automatically renewed at OVOU’s then-current fee for such services unless you opt out of the auto-renewal / decline to renew your subscription. Any data or content uploaded by you, as well as any setting or other customizations to your Account, may be deleted by OVOU if you do not subscribe to the Services following the Trial.

### 2. ACCOUNT REGISTRATION

**2.1 Account.** In order to use our Services, you will be asked to create an account using your email address through our Website’s web application or your [LinkedIn] account information (your “**Account**”). The email address you provided will be how you access your OVOU Account, if you registered using this method. You may connect to the Services with a third-party service (e.g., LinkedIn), in which case you

give us permission to access, store, and use your information from such service as permitted by that service and as may be described in our Privacy Policy.

**2.2 Your Responsibilities.** You agree to provide true, current, complete and accurate information as requested, and to update that information as soon as possible after any information on such registration changes. You alone are responsible for keeping your Account login information and associated passwords confidential, and for any and all of your Account activity. Therefore, you should protect your password and make your password secure and difficult for others to guess. You agree to immediately notify us of any unauthorized use of your Account or any other breach of security via [support@ovou.com].

### **3. FEES AND PAYMENT TERMS**

**3.1 Billing Information.** Users of our Services are required to provide valid credit card information or other acceptable payment information to your Account in order to register for a paid subscription to the Services (collectively known as “**Billing Information**”), which will be provided to OVOU’s third-party payment processor (“**Payment Processor**”) and used to charge the subscription fees. You shall promptly advise OVOU if your Billing Information changes due to loss, theft, cancellation, expiry, or otherwise, and users shall be liable for any failure to pay fees caused by out-of-date Billing Information.

**3.2 Payment and Term.** By purchasing or subscribing to the Services, you agree to our annual subscription term of twelve (12) months, or such other term as specified at the time of purchase (the “**Term**”). Upon the expiration of the Term, your subscription will automatically renew for an additional twelve (12) months, or other renewal term specified, unless cancelled at least two (2) business days before your next billing date. All payments are non-refundable.

**3.3 Payment Method.** Subscription fees are billed on a yearly basis at the beginning of each subscription period and are non-refundable. Please note that our fees are subject to change. You hereby agree that all payments will be processed using OVOU’s third-party Payment Processor, Helcim and that all such payments will be governed by the Payment Processor’s terms and conditions published by the Payment Processor. By subscribing to the Services, you authorize OVOU to charge your Billing Information in accordance with these Terms.

**3.4 Fees.** You agree to pay the applicable fees presented to you at the time of purchase, which may include a card purchase fee, monthly subscription fee, usage fees or other license fees (“**Fees**”). The Fees may be subject to applicable taxes which you will be responsible for paying. OVOU does not offer refunds for any purchases or subscriptions.

### **4. PRODUCT, PURCHASE AND SHIPPING**

**4.1 Orders.** An order shall be deemed to have been placed upon the electronic confirmation by OVOU of your subscription to our Services. OVOU will use its commercially reasonable efforts to deliver the Smart Card to you within the lead time indicated in the order. If Company becomes aware that it will not meet any lead time for a particular order delivery, Company shall provide you with prompt written notice that it will not be able to deliver within the lead time.

**4.2 Shipping Costs; Risk and Title.** You shall be responsible for all shipping costs, handling costs, service costs, insurance costs, delivery charges for all Smart Card deliveries to you. The risk of loss of or damage to the units of the Smart Cards ordered by you shall transfer to you upon delivery of such units either i) to your carrier; or ii) to your premises (as applicable). Title to the Smart Cards ordered by you

shall pass to you only on payment in full of the applicable subscription fees specified in your online order. You shall comply with all relevant export and import laws and regulations as they apply to Smart Card deliveries and related materials provided by us to you pursuant to these Terms of Service.

**4.3 Limited Warranties.** OVOU warrants that our Smart Cards will operate for a period of one (1) year substantially in conformance with their specifications from the date of delivery to you (the “**OVOU Warranty**”). Notwithstanding the generality of the foregoing, the OVOU Warranty will not apply if the delivered Smart Card has been tampered with or modified in any way by anyone other than us or our agents. Furthermore, improper use of the Smart Cards will void the OVOU Warranty. You may contact us directly in relation to warranty claims relating to our Smart Cards. You can contact us about warranty issues at [<https://ovou.com/contact/>].

## **5. USER CONDUCT**

**5.1 Conduct.** You agree to abide by all applicable federal, provincial, territorial and other laws and regulations. In addition, without limiting the foregoing, You agree not to:

1. upload, post, e-mail or otherwise transmit any material (“**User Content**”) that: constitutes unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; infringes any patent, trade-mark, trade secret, copyright, publicity, or other proprietary or privacy rights of any party; is misleading, contains sexually explicit content, unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, hateful, racially, ethnically or otherwise objectionable; or contains any form of destructive software such as a virus, worm, or any other harmful components or any other computer file, program or code, designed to interrupt, destroy or limit the functionality of any computer or mobile device software, hardware or telecommunications equipment;
2. register under a false identity, impersonate any person or entity, including, but not limited to, an OVOU employee, or falsely state or otherwise misrepresent your affiliation with a person or entity;
3. send e-mails or messages using our Services or Website without the consent of the recipient;
4. harvest or otherwise collect or store any information (including personal information) about other users of our Services, including e-mail addresses, without the express consent of such users;
5. use any robot, spider, scraper or other automated means to access our Services or Website and collect Content for any purpose without our express written permission;
6. for the purpose of misleading others, create a false identity of the sender or the origin of a message, forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through our Services;
7. attempt to gain unauthorized access to our Services, other computer systems or networks connected to our Services, through password mining or any other means;
8. take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third-party providers’) infrastructure;

9. interfere with or disrupt networks or servers connected to our Services or Website;
10. use, download or otherwise copy, or provide to any person or entity our Services' user directory or other user or usage information or any portion thereof, other than in the context of your use of our Services;
11. register for more than one account or use any other measures in an attempt to mislead OVOU or our users, or otherwise take advantage of our Services;
12. facilitate or encourage any of the above conduct.

**5.2 User Content.** We reserve the right to pre-screen, edit, limit or remove any such User Content in our sole discretion, without further notice to you. In the event that you have linked User Content to your Account from a third-party platform to which OVOU does not have the authority to edit, limit or remove any such User Content, OVOU reserves the right to cancel your Account and Services. Notwithstanding, you shall remain solely responsible for any User Content you submit, link or post. You may be exposed to User Content that is inaccurate, incomplete or unsuitable. We will not be responsible for User Content or accuracy of any information, and shall not be responsible for any acts taken or decisions made based on such information. Any information you disclose in public areas of our Services becomes public information and is immediately accessible to other users, so it is important for you to carefully consider what, if any, personal information you reveal in these areas.

**5.3 Content License.** You hereby grant to us a limited license to collect and store User Content for the purpose of providing the Services. You further grant us a perpetual, irrevocable, and unlimited licence to use, store, and manipulate User Content to create aggregated and anonymized statistical analytics in respect to Website use, our Services and User parameters and characteristics (“**Anonymous Service Data**”) in accordance with our Privacy Policy. We shall own all right, title and interest in and to the Anonymous Service Data, including all intellectual property rights in the Anonymous Service Data, and You hereby assign, transfer and convey to OVOU any ownership interest You may have in any Anonymous Service Data.

**5.4 Reporting Content.** Please use our online reporting tool to tell us about any offensive or otherwise concerning User Content that you may see on our Services so that we maintain a positive experience for all users. We may, in our sole discretion, limit or terminate your use of our Services, remove hosted User Content and take any other technical and/or legal steps to ensure that all users of our Services or Website are acting in the spirit of our Terms of Service. Notwithstanding anything in the foregoing, you understand and agree that we do not monitor User Content and that we assume no liability for any User Content whatsoever, including any User Content which may be reported to us using our online reporting tool.

## **6. SECURITY, LOST OR STOLEN CARDS**

**6.1 Security.** You are responsible for safeguarding your Smart Card against loss or theft, for maintaining it in proper working condition and for keeping your online account password, or PIN, confidential. OVOU will not ask you to divulge any of your access information.

**6.2 Replacements.** A replacement fee may be charged for lost, stolen, misplaced or abused Smart Card.

**6.3 Lost or Stolen Cards.** If your Smart Card is lost or stolen, you must notify OVOU to deactivate the card immediately. Notification can be made by emailing Online at [support@ovou.com]. Until notice has been received, you will be responsible for all use of your Smart Card, whether or not such use is authorized by you until the card is deactivated. Once your old Smart Card is replaced due to theft or loss, it is de-activated and cannot be re-activated should you find it at a later date.

**6.4 Public Profiles.** You understand and agree that any personal information you make available on your smart profile will be published at a publicly accessible URL. Any third party that has the URL will be able to view your smart profile. This includes individuals that receive the URL by connecting with your Smart Card (whether intentionally or inadvertently), as well as any third party with which the individual may share such URL.

## **7. LINKS TO THIRD-PARTY WEBSITES**

We may offer links on our Website or through the use of our Services to websites and mobile applications owned and operated by third parties. We provide these links as a convenience to our visitors and Users. We do not review the content of such third-party services, and neither endorse, nor are responsible for, any content, advertising, products, services or other materials on or available from such third party services. You assume full responsibility for your use of third-party services. Such services may be governed by terms and conditions different from those applicable to our Services or Website use, and we encourage you to review the terms and privacy policies of those third parties before using their services. We may also offer links to Content created by us and available on other services. If you link to that Content, you are responsible for ensuring that you comply with the terms of use applicable to those services while you are using them.

## **8. DISCLAIMER; LIMITATION OF LIABILITY**

**8.1 DISCLAIMER.** USE OF OUR SERVICES AND WEBSITE ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. WE DO NOT WARRANT THAT THE CONTENT OR USER CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT OUR SERVICES OR WEBSITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; THAT YOUR ACCESS TO OUR SERVICES OR WEBSITE WILL BE UNINTERRUPTED; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; THAT OUR SERVICES OR WEBSITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR THAT THE CONTENT IS TIMELY, SECURE OR ERROR-FREE.

TO THE EXTENT LEGALLY PERMITTED WE EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THOSE OF QUALITY, MERCHANTABILITY, MERCHANTABLE QUALITY, NON-INFRINGEMENT, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE. WE ARE NOT LIABLE FOR ANY LOSS, WHETHER OF MONEY (INCLUDING PROFIT), GOODWILL, OR REPUTATION, OR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR USE OF THE OVOU SERVICES, EVEN IF YOU ADVISE US OR WE COULD REASONABLY FORESEE THE POSSIBILITY OF ANY SUCH DAMAGE OCCURRING. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES, SO SUCH DISCLAIMERS AND EXCLUSIONS MAY NOT APPLY TO YOU.

**8.2 Limitation of Liability.** NOTWITHSTANDING ANYTHING CONTAINED IN THE PREVIOUS PARAGRAPH, IF WE ARE FOUND TO BE LIABLE, OUR LIABILITY TO YOU OR ANY THIRD PARTY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY IN TORT, BY STATUTE OR OTHERWISE) IS LIMITED TO \$100 CDN. UNDER NO CIRCUMSTANCES SHALL OVOU BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES WHATSOEVER.

**8.3 Indemnity.** You will indemnify and hold harmless OVOU and its affiliates and our and their respective officers, directors, agents and employees (each an “**Indemnified Party**”), from any claim made by any third party, together with any amounts payable to the third party whether in settlement or as may otherwise be awarded, and reasonable legal costs incurred by any of the Indemnified Parties, arising from or relating to your use of our Services or Website, any alleged violation by you of the applicable terms, and any alleged violation by you of any applicable law or regulation. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter subject to indemnification by you, but doing so will not excuse your indemnity obligations.

## **9. MINORS**

You must be at least eighteen (18) years old to use our Services. If you are over 18 years of age but under the age of majority in your province or territory of residence, you must have your parent or legal guardian’s permission to do so. OVOU reserves the right to confirm such consent at any time and to discontinue your use of our Services should such consent not be granted.

## **10. CHOICE OF LAW AND FORUM**

Where permitted by law, our Terms of Service are governed by and will be interpreted in accordance with the laws of the Province of British Columbia and of the laws of Canada applicable therein, without regard to any principles of conflicts of law. Where permitted by law, you agree that any action to enforce these Terms of Service may be brought in the courts located in the Province of British Columbia. You further agree to submit to the personal jurisdiction of these courts for the purpose of any proceeding arising out of these Terms of Service and waive any objections and defenses inconsistent with such venue. By using our Website or Services, you represent and warrant that your use complies with applicable law in your jurisdiction of residence.

## **11. GENERAL**

These Terms of Service constitute the entire agreement between you and us with respect to your use of our Website and Services. If any provision of these Terms of Service is held to be invalid or unenforceable, such provision will be stricken and the remaining provisions enforced. Notwithstanding any other provisions of these Terms of Service, any provision of these Terms of Service that imposes or contemplates continuing rights or obligations on you or us will survive the expiration or termination of these Terms of Service, including, without limitation, the indemnification and limitation of liability provisions.

It is the express wish of the parties that this Agreement and all related documents be drawn up in English. C’est la volonté expresse des parties que la présente convention ainsi que les documents qui s’y rattachent soient rédigés en anglais.

## **12. CHANGES AND TERMINATION**

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, our Website and Services (or any part thereof) with or without notice. If you wish to terminate your account with OVOU, you may discontinue using our Services and delete any applications or software that you may have downloaded from us. We may amend our Terms of Service by posting revisions through a link on our website, with no additional notice to you. Your continued access to and use of our Services will constitute acceptance of our amended Terms of Service. If you do not agree with our Terms of Service, or any future amendments, your sole recourse is to cease use of our Services. If you have any questions regarding our Terms of Service, please contact [<https://ovou.com/contact>].

BY USING OUR WEBSITE AND SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ OUR TERMS OF SERVICE, UNDERSTAND THEM AND AGREE TO ALL OF THE TERMS AND CONDITIONS IN OUR TERMS OF SERVICE.

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