

SeekPeak Application for Mobile Device - User Agreement

SeekPeekApp Inc. (the "**Company**", "**we**", "**us**" or "**our**") will allow you (hereinafter "**you**", "**your**") to access the mobile application (as hereinafter defined) on the condition that you accept the terms and conditions set forth below in this online application services agreement (the "**Agreement**").

IMPORTANT - READ BEFORE ACCESSING OR USING THE APP. BY SELECTING THE "I ACCEPT" BUTTON BELOW, OR BY ACCESSING OR USING THE APP, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. THESE TERMS AND CONDITIONS SHOULD BE READ ALONGSIDE OUR PRIVACY POLICY WHICH CAN BE FOUND AT THE URL: <https://seekpeakapp.com>. IF YOU SELECT "I DO NOT ACCEPT," ACTIVATION OF THE APP WILL NOT BE PROVIDED. DO NOT SELECT "I ACCEPT," ACCESS OR USE THE APP UNTIL YOU HAVE CAREFULLY READ, UNDERSTOOD AND AGREED TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT WISH TO AGREE TO THIS AGREEMENT, DO NOT SELECT THE "I ACCEPT" BUTTON OR ACCESS OR USE THE APP.

1. Interpretation

In this Agreement, the insertion of headings is solely for convenience of reference and shall not affect the interpretation of any provision. Unless the context requires otherwise, words importing a singular use shall include the plural and vice versa, and words importing the use of any gender shall include all genders. Where the word "including" is used in this Agreement, it means "including without limitation". References to the word "Section" means the numbered sections of this Agreement.

2. Term

This Agreement shall be effective upon you agreeing to be bound by the terms of this Agreement and shall continue unless terminated in accordance with the provisions set out herein (the "**Term**").

3. License

Subject to this Agreement we hereby grant you a non-exclusive, non-transferable, non-sublicensable, worldwide right to access and use the APP solely for your own use during the Term (the "**License**"). You acknowledge that in order for us to implement and provide the APP to you, the APP may be made available or accessed in connection with third party service providers that we do not control and will have different terms of use and privacy policies.

In return for your agreement to comply with this Agreement, you may download or stream a copy of the APP onto your device and view, use and display the APP on such devices for your use and to receive and use any free supplementary software or update to the APP for corrections of errors, that we may provide to you.

From time to time we may automatically update the APP to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, we may ask you to update the APP for these reasons.

If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the APP and the Services.

The APP will work with the current or previous version of the operating system (as it may be updated from time to time), provided it meets the minimum operating system requirements set out in these Terms and allowing for delay for us to update the App to the current version of the operating system.

4. Copyright and Trade-marks

All content included on the APP (including, without limitation, the design, text, software, graphics, trade-marks, service marks, logos, slogans and internet domain names as well as any audio or video), and any selection or arrangement thereof (the "**Content**"), is the exclusive property of the Company or its licensors and is protected by international copyright, trade-mark, service marks, patents, or other proprietary rights and laws. We expressly reserve all such rights therein.

None of the Content may be downloaded, copied, reproduced, republished, posted, transmitted, stored, sold or distributed without our prior written permission. The Company's name and logo are trade-marks and copyrighted materials of the Company.

5. Application Requirements and Updates

The APP requires a minimum operating system requirement, namely a device running an operating system of iOS 14.5 and later for Apple devices. The technology application is a mobile application allowing users to share and access recommendations for travel and lifestyle and to connect directly with businesses under a socially networked platform called, SeekPeakApp (the "**APP**"). You may access the APP for use from any mobile or other device once you have downloaded the application itself.

Note that your access to the APP when using your mobile or other device is subject to any terms and conditions of the agreement with your third party mobile or other device provider, including network or wifi access.

From time to time we may automatically update the APP to improve performance, enhance functionality, reflect changes to the operating system or address security issues and we may ask you to update the APP for these reasons. If you choose not to perform the update, the APP may not function and so you may not be able to continue to use the APP.

6. Eligibility

The APP may not be sublicensed and is only available to individuals who are at least 13 years old. You represent and warrant that you are an individual and that all registration information you submit is accurate and truthful. We may, in our sole discretion, refuse to offer the APP to any person or entity and change its eligibility criteria at any time in accordance with applicable laws. This provision is void where prohibited by law and the right to access the APP is revoked in such jurisdictions.

7. User Conduct

In consideration of the availability and your use of the APP, you agree to comply with the terms of this Agreement and all applicable laws when using the APP. You acknowledge that we may investigate any violations of law and may cooperate with law enforcement authorities in prosecuting users in this regard. In addition, unless otherwise permitted as part of the Licensed Rights, you agree not to:

(a) post, transmit, link to, or otherwise distribute any materials, information or content constituting, advocating or encouraging conduct that would constitute a criminal offence or give rise to civil liability, or otherwise use the APP in a manner which is contrary to law or would serve to restrict or inhibit any other user from using or enjoying the APP or the Internet generally;

(b) post, transmit, link to, or otherwise distribute any inappropriate, profane, defamatory, infringing, obscene, indecent, threatening, harassing, abusive, or unlawful material or information;

(c) post, transmit, link to, or otherwise distribute any information, materials or content (including for greater certainty, software) which contains a virus or other harmful or disruptive component;

- (d) interfere with the security of, or otherwise abuse, the APP, system resources, accounts, servers or networks connected to or accessible through the APP;
- (e) use or attempt to use another's account, password or other information without the prior written authorization of the Company, or create or use a false identity for use in connection with the APP;
- (f) access the APP for the purposes of monitoring availability, performance or functionality, or for any other benchmarking or competitive purpose;
- (g) access the APP by means other than through the interfaces provided by the Company for use in accessing the APP;
- (h) attempt to obtain unauthorized access to the APP or portions of the APP which are restricted from general access;
- (i) implement or cause to be implemented, any programs or coding for data mining, indexing, scraping, surveying any portion of the APP or unduly burdening or hindering the functions or operations of the APP or any part thereof.
- (j) transfer the APP or any right to use the APP to any third party, or grant any rights in or access to the APP in any form to any other person or entity; or
- (k) exercise any rights with respect to the APP other than those expressly granted in this Agreement.

8. Account Security

To use the APP, you must create an account by downloading the App or the website link to your mobile device or tablet and you must be the account holder to use the APP. We will retain your account information for the purpose of providing our APP to you.

By using the APP, if a USER ID is required, you shall not (i) select or use as a User ID of another person with the intent to impersonate that person; (ii) use a User ID subject to any rights of a person other than you without appropriate authorization; or (iii) use a User ID that is otherwise offensive, vulgar or obscene. We reserve the right to refuse registration of, or cancel a User ID in our sole discretion. You are solely responsible for activity that occurs on your account and shall be responsible for maintaining the confidentiality of your password. You agree to (a) notify us immediately if you suspect or become aware of any unauthorized use of your User ID or other breach of security, (b) notify us immediately if you lose your User ID, and (c) ensure that you exit from your account at the end of each session. You shall never use another user's account without such other user's express permission.

9. Account

In order to access the APP, you may need to set up an account which will require you to submit certain personal information and other information for the purpose of using the APP. You shall provide updated, accurate information and you shall be responsible for all activity that occurs on your account, including maintaining the confidentiality of your username and password. If your account details have expired, this may result in your inability to use the APP or may result in the termination of the APP provided to you.

Once your account is set up, you may start using the APP, subject to the License above which is granted solely to You. The APP may not be transferred and must be removed from your device if your device is sold or otherwise conveyed to another user.

10. Termination

You may terminate the APP at any time. In the event of a breach of this Agreement, we may, in our sole discretion, terminate all access to, or use of, the APP. Upon the termination of this Agreement you shall cease using the APP and accessing the Site. If we terminate this Agreement for breach of the Agreement, we shall not be obligated to retain any Content or information associated with your User ID. We shall not be liable for any loss of Content or information.

WE RESERVE THE RIGHT TO REFUSE TO LICENSE THE APP TO ANY USER FOR ANY REASON, SUSPEND APP USE, REMOVE OR EDIT CONTENT, OR TERMINATE USER USE IN OUR SOLE DISCRETION.

All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

11. Liability Disclaimer

THE APP IS PROVIDED ON AN "AS IS" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT: (I) THE APP WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (II) THE APP WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE; OR (III) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE APP WILL BE ACCURATE OR RELIABLE.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE APP IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR MOBILE OR PERSONAL DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

YOU ARE HEREBY LIABLE FOR ALL COSTS AND EXPENSES IN RELATION TO YOUR USE OF THE APP.

12. Limitation of Liability

THE COMPANY AND EACH OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND OTHER RELATED ENTITIES, CONTRACTORS, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE) OR ANY OTHER CAUSE OF ACTION, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE APP; (II) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (V) REFUNDS REQUESTED DUE TO THE ANY CONTENT OR TERMINATION OF THE APP (VI) ANY OTHER MATTER RELATING TO THE APP. THIS LIMITATION OF LIABILITY APPLIES, WITHOUT LIMITATION, TO (I) ANY DAMAGES OR INJURY CAUSED BY ANY ERROR, OMISSION OR OTHER FAILURE OF PERFORMANCE BY THE COMPANY, ITS AFFILIATES AND BUSINESS PARTNERS; (II) ANY INTERRUPTION, DEFECT OR DELAY IN OPERATION OR TRANSMISSION, INCLUDING COMMUNICATION LINE FAILURE; (III) ANY COMPUTER VIRUS; AND (IV) ANY THEFT, DESTRUCTION OR ALTERATION OF, OR UNAUTHORIZED ACCESS TO OR USE OF, ANY ELECTRONIC RECORDS OR DATA.

IN ANY EVENT, OUR TOTAL LIABILITY FOR ANY AND ALL DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE APP FROM ANY CAUSE, INCLUDING CONTRACT LIABILITY

OR OUR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY SHALL NOT, IN THE AGGREGATE, EXCEED \$50.00.

13. Indemnity

You agree to indemnify, defend and hold harmless the Company and each of its officers, directors, employees, affiliates and other related entities, agents, representatives, successors and assigns from and against any claims, actions or demands, including legal and accounting fees arising from your access to and use of the APP, any violation of this Agreement by you or any third party using your account or any violation of applicable law or rights properly belonging to another party by you.

14. Ownership of Data

All the data submitted by you to the Company (the "**Data**") is owned by you. Upon written request, we will remove any Data owned by you from our network subject to the terms of our Privacy Policy (as hereinafter defined). You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and right to use of all Data submitted by you for use in connection with the APP and we shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Data. However, by using the APP, you grant us a worldwide, perpetual, irrevocable, transferrable, royalty-free license, including the right to sublicense, to use, modify, copy, create derivative works from, distribute, and reproduce in any manner such Data without the requirement for any payment or reimbursement to you or anyone else. You shall not provide Data that is offensive, obscene, hateful, threatening or violent, or otherwise unlawful including without limitation, defamatory or libelous. We may remove Data at our discretion for any reason with or without notice to you.

15. Intellectual Property

You do not acquire any intellectual property or other proprietary rights, including patents, designs, trademarks, copyrights or other rights in any confidential information or trade-secrets in or relating to the APP or any part thereof. Furthermore, you do not acquire any rights in or related to the APP or any part thereof, other than the rights expressly licensed to you under this Agreement.

16. Privacy and Protection of Personal Information

We respect the privacy and confidentiality of your personal information. By downloading or using the APP, we do not collect your personal information, except where you provide such information in the course of using the APP or submitting Data. By submitting personal information to us through the use of the APP, you acknowledge and agree that you have consented to the collection, use and disclosure of that personal information as specified on any collection form. Our general policies with respect to the collection, use and disclosure of personal information are reflected in our privacy policy, found on our website at <https://seekpeakapp.com> (the "**Privacy Policy**") and any questions in that regard may be directed to our privacy officer (as identified in the Privacy Policy). Should we change the Privacy Policy, the revised policy will be posted on our website located at <https://seekpeakapp.com>.

17. Changes to Terms and Conditions

We reserve the right to modify, add to, delete from, alter or update this Agreement (each a "**Change**") without notice at any time. Any Changes will be posted on this page and it is your responsibility to ensure that you are aware of any such Change from time to time. Changes will become effective 24 hours after they are first posted and you will be deemed to have accepted any Changes if you continue to use the APP after that time.

18. Notices

Except as otherwise provided in this Agreement, all notices or other communications hereunder shall be deemed to have been duly given when made in writing and provided by means of a general notice on the APP, or by electronic mail to your email address in your User Account, delivered by person, by courier or deposited in the mail, postage prepaid, registered mail, return receipt requested, and addressed to you at the billing address supplied to us by you, and to the Company, at 2650, 645 7 AVE SW, Calgary, AB, Canada, T2P 4G9. In addition to the foregoing, we may, at our option, give you any notice under this Agreement electronically, and such electronic notice shall be deemed to have been duly given when transmitted to an address provided to us by you.

19. Severability

This Agreement shall operate to the fullest extent permissible by law. Each provision of this Agreement is intended to be severable and if any provision is determined by a court of competent jurisdiction to be illegal or invalid or unenforceable for any reason whatsoever, such provision shall be severed from this Agreement and will not affect the legality or validity or enforceability of the remainder of this Agreement or any other provision hereof.

20. Waiver

The waiver by a party of a breach of this Agreement shall not be effective unless in writing executed by such party and shall not be construed as a waiver of any subsequent breach of the same or any other provision, nor shall any delay or omission by a party to exercise any of its rights or remedies operate as a waiver of any right or remedy.

21. Force Majeure

Neither party shall be liable for any delay or failure to perform to the extent due to causes beyond its reasonable control.

22. Assignment

You shall not assign, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement or any of its rights or obligations under this Agreement without our prior written consent, which may be withheld, conditioned or delayed in our sole discretion. Any purported assignment, sale, transfer, delegation or other disposition by a party, except as permitted herein, shall be null and void. We may assign this Agreement without your consent.

23. Governing Law

This Agreement shall be deemed to have been made and performed exclusively in the Province of Alberta, Canada, and shall be governed by and interpreted in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein without regard to conflict of laws principles. You agree to submit to the exclusive forum, jurisdiction and venue of the courts of Alberta for any claim related to this Agreement and you agree not to bring any action, suit or proceeding against the Company, its officers, directors, employees, affiliates and other related entities, agents, representatives, successors and assigns in any jurisdiction other than Alberta.

24. Arbitration

Except where prohibited by applicable law, any controversy, claim or dispute arising out of or relating to this Agreement, the Content, any Products purchased on or through the APP, or the relationship which results from this Agreement, including without limitation, the performance, breach, enforcement, existence or validity of the matters provided for in this Agreement which cannot be amicably resolved, even if only

one of the parties declares that there is a difference (collectively, a "**Claim**"), will be referred to and finally settled (to the exclusion of the courts) by private and confidential binding arbitration before a single arbitrator held in Calgary, Alberta in English and governed by the *Arbitration Act* (Alberta), as amended, replaced or re-enacted from time to time. Any such Claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim, controversy or dispute of any other party. Except where prohibited by applicable law, you agree to waive any right you may have to commence or participate in any class action against us related to any Claim and, where applicable, you also agree to opt out of any class proceedings against the Company and/or its affiliates. Notwithstanding the foregoing, we reserve the right to pursue the protection of intellectual property rights and confidential information through injunctive or other equitable relief through the courts.

25. Survival

The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the performance hereof shall so survive the completion of performance, cancellation or termination of this Agreement.

26. Entire Agreement

This Agreement and our Privacy Policy, together, constitute the entire agreement between you and the Company with respect to the APP. Our failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right of the Company.

ALL RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED