

Last updated: August 24, 2017

End User License Agreement

This End User License Agreement (“Agreement”) is between you and **KnoRe:Me Inc.** and governs use of this app made available through the Apple App Store or the Google Play Store. By installing the **Knō App**, you agree to be bound by this Agreement and understand that there is no tolerance for objectionable content, creating false identities, and/or spamming other app users. If you do not agree with the terms and conditions of this Agreement, you are not entitled to use the **Knō App**.

In order to ensure **KnoRe:Me** provides the best experience possible for everyone, we strongly enforce a no tolerance policy for objectionable content, falsifying your identity and/or generating spam. If you see inappropriate content, suspect a false identity, or receive spam, please use the "Report" feature, or similar.

1. Parties –

- a. iOS users - This Agreement is between you and **KnoRe:Me** only, and not Apple, Inc. (“Apple”). Notwithstanding the foregoing, you acknowledge that Apple and its subsidiaries are third party beneficiaries of this Agreement and Apple has the right to enforce this Agreement against you. **KnoRe:Me**, not Apple, is solely responsible for the **Knō App** and its content.
- b. Android users - This Agreement is between you and **KnoRe:Me** only, and not Google, Inc. (“Google”). Notwithstanding the foregoing, you acknowledge that Google and its subsidiaries are third party beneficiaries of this Agreement and Google has the right to enforce this Agreement against you. **KnoRe:Me**, not Google, is solely responsible for the **Knō App** and its content.

2. Privacy - KnoRe:Me will not retain information that will personally identify you, except as insofar as to enable us to match you with your contacts and to contact you for security purposes. KnoRe:Me may collect and use information about your usage of the Knō App, including certain types of information from and about your device. KnoRe:Me may use this information, as long as it is in a form that does not personally identify you, to measure the use and performance of the Knō App. KnoRe:Me will not sell any collected or retained data to unaffiliated third parties.

3. Limited License - KnoRe:Me grants you a limited, non-exclusive, non-transferable, revocable license to use the Knō App for your personal, non-commercial purposes. You may only use the Knō App on Apple devices that you own or control and as permitted by the Apple App Store Terms of Service, or on Android-based devices that you own or control and as permitted by the Google Play Store Terms of Service.

4. Age Restrictions - By using the Knō App, you represent and warrant that (a) you are 17 years of age or older and you agree to be bound by this Agreement; (b) if you are under 17 years of age, you have obtained verifiable consent from a parent or legal guardian; and (c) your use of the Knō App does not violate any applicable law or regulation. Your access to the Knō App may be terminated without warning if KnoRe:Me believes, in its sole discretion, that you are under the age of 17 years and have not obtained verifiable consent from a parent or legal guardian. If you are a parent or legal guardian and you provide your consent to your child's use of the Knō App, you agree to be bound by this Agreement in respect to your child's use of the Knō App.

5. Objectionable Content Policy - Content may not be submitted to KnoRe:Me, who will have the right to moderate all content and ultimately decide whether or not to allow a submission to the extent such content

includes, is in conjunction with, or alongside any, Objectionable Content. Objectionable Content includes, but is not limited to: (i) sexually explicit materials; (ii) obscene, defamatory, libelous, slanderous, violent and/or unlawful content or profanity; (iii) content that infringes upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary right, or that is deceptive or fraudulent; (iv) content that promotes the use or sale of illegal or regulated substances, tobacco products, ammunition and/or firearms; (v) gambling, including without limitation, any online casino, sports books, bingo or poker; (vi) using falsified personal names, emails, addresses or phone numbers which are not legal owned or controlled by you; (vii) claiming to have owned or been responsible for emails, addresses or phone numbers in the past for which you were not the owner or responsible for; and (viii) adding names, emails or phone numbers to your contact list for individuals whom you do not know for the purposes of spamming. Failure to abide by the Objectionable Content Policy may result in expulsion and cancellation of your account by KnoRe:Me, who will have the right to ultimately on such action.

6. Mobile and Other Devices - We currently provide some of our mobile services for free, but please be aware that your carrier's normal rates and fees, such as text messaging and data charges, will still apply. In the event you change or deactivate your mobile telephone number, you will update your account information within 48 hours to ensure that your messages are not sent to the person who acquires your old number. You provide consent and all rights necessary to enable users to sync (including through an application) their devices with any information that is visible to them on the Knō App.

7. Disputes –

- a. You will resolve any claim, cause of action or dispute (claim) you have with us arising out of or relating to this Statement or KnoRe:Me exclusively in the Ontario Court of Justice located in Ottawa, and you agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such claims. The laws of the Province of Ontario will govern this Statement, as well as any claim that might arise between you and us, without regard to conflict of law provisions.
- b. If anyone brings a claim against us related to your actions, content or information on the Knō App, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim. Although we provide rules for user conduct, we do not control or direct users' actions on the Knō App and are not responsible for the content or information users transmit or share on the Knō App. We are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content or information you may encounter on the Knō App. We are not responsible for the conduct, whether online or offline, of any user of the Knō App.
- c. WE TRY TO KEEP KNŌ UP, BUG-FREE, AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. WE ARE PROVIDING KNŌ AS IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT KNŌ WILL ALWAYS BE SAFE, SECURE OR ERROR-FREE OR THAT KNŌ WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS OR IMPERFECTIONS. KNŌ IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: 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. WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL,

SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS STATEMENT OR KNORE:ME, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY ARISING OUT OF THIS STATEMENT OR KNORE:ME WILL NOT EXCEED THE GREATER OF ONE HUNDRED CANADIAN DOLLARS (\$100.00 CAD) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, KNORE:ME'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

8. Warranty - KnoRe:Me disclaims all warranties about the Knō App to the fullest extent permitted by law. To the extent any warranty exists under law that cannot be disclaimed, KnoRe:Me, not Apple nor Google, shall be solely responsible for such warranty.

9. Maintenance and Support - KnoRe:Me does provide minimal maintenance or support for it but not to the extent that any maintenance or support is required by applicable law, KnoRe:Me, not Apple nor Google, shall be obligated to furnish any such maintenance or support.

10. Product Claims - KnoRe:Me, not Apple nor Google, is responsible for addressing any claims by you relating to the Knō App or use of it, including, but not limited to: (i) any product liability claim; (ii) any claim that the Knō App fails to conform to any applicable legal or regulatory requirement; and (iii) any claim arising under consumer protection or similar legislation. Nothing in this Agreement shall be deemed an admission that you may have such claims.

11. Third Party Intellectual Property Claims - KnoRe:Me shall not be obligated to indemnify or defend you with respect to any third party claim arising out or relating to the Knō App. To the extent KnoRe:Me is required to provide indemnification by applicable law, KnoRe:Me, not Apple nor Google, shall be solely responsible for the investigation, defense, settlement and discharge of any claim that the Knō App or your use of it infringes any third party intellectual property right.