

Xera One Terms of Use

These Terms of Use (“Terms”) set forth the terms applicable to the programs (“Programs”) and services (“Services”) available through this website www.xeraone.com and others (“Sites”) owned or operated by Xeraflop Technologies Inc. dba Xera One Technologies (“Company,” “we,” “our”). These Terms are supplemented by the agreements applicable to the specific Program or Service (“Agreement”) and, unless otherwise provide in such Agreements, these Terms are incorporated by reference in those Agreements. In the event of a conflict between these Terms and the Agreement for a Program or Service, the provisions of the Agreement shall govern.

PLEASE READ THESE TERMS AND THE APPLICABLE PROGRAM AND/OR SERVICES AGREEMENT CAREFULLY. By creating an account with the Company or signing up for a Program or purchasing any Services through the Sites, you (“Customer”, “you” or “your”) agree to be bound by these Terms, our Privacy Policy available at link.xeraone.com/privacy-policy and by the Agreement applicable to the Program(s) or Service(s) you have chosen. This includes the dispute resolution provision below which requires that all disputes between you and the Company must be resolved by binding arbitration. To opt out of the requirement to arbitrate disputes, you must contact legal@xeraone.com within thirty (30) days of the date you set up your account or sign up for or purchase any of our Programs or Services, whichever is first.

Services Available

We offer a variety of Programs and Services, including our Merchant Advertising Program and our Advertiser Services (on-location video ads, sponsored search results, and banner ads). For more information about our Services, see link.xeraone.com/services.

In order to sign-up for a Program or purchase a Service, you must first set up an account. You may do this at www.xeraone.ca. When you set up an account you will be asked to provide certain information, including company name, contact person, company address, contact person email and contact person phone number. You will not be able to sign-up for a Program or purchase a Service unless you provide all the information requested and click the “I accept” box indicating that you have read and agree to these Terms and to our collection and processing of the personal information you provide to us as provided in our Privacy Policy.

If you sign-up for or use the Programs or Services on behalf of a third party, you represent and warrant to Company that you have the power and authority to bind that party to these Terms and all references to “you” or “your” and words of similar meaning will include that third party.

If you have questions about any of our Programs or Services, you can contact us by email at info@xeraone.com.

Payment

Customer will pay all charges incurred in connection with the Programs and Services, including recurring charges as applicable, using a payment method approved by the Company (as modified from time to time), within a commercially reasonable time period specified by the Company (e.g., in the Program user interface). Late payments bear interest at the rate of 1.5% per month (or the highest rate permitted by law, whichever is less). Charges are exclusive of taxes. Customer will pay (i) all applicable taxes and other government charges and (ii) reasonable expenses and legal fees the Company incurs in collecting late payments that are not disputed in good faith. Charges are based on the billing criteria under the applicable Program (e.g., based on clicks, plays, or conversions). Any portion of a charge not disputed in good faith must be paid in full. No party may offset any payment due under these Terms or any related agreement against any other payment to be made under these Terms. The Company may, in its sole discretion, extend, revise or revoke credit at any time.

Submitting Content

All submissions by Customer of content must comply with the Terms. Specifically, and without limiting any other provisions of the Terms, the content you submit must not:

- *Violate any requirements under applicable laws, rules, and regulations;*
- *Contain libelous, defamatory, obscene or threatening content, or constitute an invasion of privacy;*
- *Infringe, misappropriate, or violate the intellectual property or other rights of any third party; or*
- *Be spam, part of a pyramid scheme, or part of a disruptive commercial message.*

By submitting content, you represent and warrant that: (i) you have all rights necessary to do so; (ii) you grant us the rights to use the content as set forth herein; and (iii) neither your submission nor our use of the content violates the rights of any third party. You further agree that we have the right to remove and/or refuse to post any content you provide. You are exclusively responsible for all content you submit and/or generate through your access to and use of the Programs and/or for your own use of any Services or other content made available by the Company. Further, by submitting content to us, you assume all risks and liability resulting from its use on the Programs and/or Services and agree to indemnify, defend and hold the Company harmless from all claims that may arise from the content you submit, including any that arise from your violation of any applicable laws or your breach of any representation, warranty or other provision of the Terms.

Linking to the Programs

The Programs and Services are protected by copyright and trademark, which means that you may not download, copy or reproduce any of our materials or use any of our trademarks without our approval. However, you may establish a link to the Programs or Services, provided you comply with the following: (a) your link (and the linked page) does not state or imply any sponsorship or endorsement of the linked website/page by the Company or any group or individual affiliated with the Company; (b) the linked site/page

does not contain content that is libelous, defamatory, obscene, threatening, or an invasion of privacy; (c) you do not use any Company materials or trademarks in establishing the link; (d) you do not link to the Programs or Services for a commercial purpose; and (d) you do not frame or otherwise incorporate into another website the Programs or Services without our prior written consent.

Third-Party Content and Websites

The Programs and Services may contain links to third-party websites or advertisements and information about products and services from third parties (collectively, “**Third-Party Providers and Sites**”). We do not warrant the accuracy of this content and its presence on the Programs and/or Services does not imply any endorsement or sponsorship of the person or company posting the information or the referenced products or services. We specifically disclaim all responsibility and liability for any content, services, or products available on or offered through Third Party Providers and Sites. In addition to the Terms, your access to and use of any third-party Provider and Sites content, products or services available through the Programs and Services is subject to the applicable third-party Provider terms, which may include payment of fees. Except as set forth in these Terms, the third-party Providers and Sites’ terms will control your access to and use of content on the third-party websites. Any interactions, correspondence, and business dealings that you have with any third-party Providers and Sites are solely between you and the third party (including, without limitation, issues related to the content of third party advertisements, payments, delivery of goods, warranties, and the like). We do not control or endorse these websites, and if you access any third-party Providers and Sites, you do so at your own risk.

Ownership of Materials

Our materials: Unless otherwise noted, the Company owns the copyright for all materials available on the Programs and Services, whether in print or electronic forms. The Company also owns all Company trademarks appearing on the Programs and Services. You may not use, reproduce, distribute, transmit, modify, or create derivative works of any of the Company’s materials (either text, image, or audio) except as permitted by these Terms or otherwise as the Company may agree in writing. Any use of the materials or trademarks without the Company’s permission violates these Terms, constitutes an infringement of the Company’s rights, and is illegal. Criminal copyright infringement, including infringement without monetary gain, is investigated by the RCMP and is punishable by up to five years in federal prison and a fine of \$250,000.

License: Provided you comply with all the Terms, the Company grants you a limited, non-transferrable, non-sublicensable, non-exclusive license to download the materials for your own personal use. You may not make any commercial use of the Programs or Services whatsoever or modify, distribute or create derivative works of them without the Company’s express written consent. In addition, you may not remove, obscure or alter any notice of patent, copyright, trade secret or other proprietary right from any materials available on the Programs or Services without our prior written authorization.

Account Security

Customer agrees to protect Customer's username and password. If Customer elects to store authentication information, such as Customer username and password, where others may access it, the Company is not responsible for any loss of personal data or other consequences if someone other than Customer uses that information to access the Programs and Services.

Limitations on Use

Customer agrees not to use the Programs or Services to damage, disable, impair or otherwise attack the Programs or other websites connected to the Programs, or to engage in an activity that is harmful to the Company or the Company's customers, advertisers, publishers, affiliates, vendors or anyone else. Customer agrees not to use any automated process to access or use the Programs or Services, whether automated or manual, to capture data or content from the Programs for any reason, or to harvest or collect any information about Program's users for any purpose without the Company's express written authorization. Customer agrees not to transmit, send or upload any data or material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code. Customer agrees not to monitor any data, information or communications on the Programs without authorization. Customer agrees Customer will not: (1) resell or redistribute the Services, or any part of the Services, or otherwise use the Services for any purpose other than Customer's own personal or internal business use, unless pursuant to a separately executed agreement between Customer and the Company; (2) reverse engineer, distribute, modify, transmit, reuse, repost, use or create derivative works based on the content of the Programs or Services, in whole or in part, for any purpose without written permission from the Company; (3) use the Programs or Services for any mission or life-critical purposes, including the migration of any data which, if lost or corrupted, could endanger the health or safety of any person; (4) use the Programs or Services in ways that may be harmful to others or the Company's reputation, including the use of any portion of the Services as a destination linked from or to transmit any unsolicited bulk messages or unsolicited commercial messages; or (5) use the Programs or Services in any manner that the Company otherwise states on the Programs or Services is prohibited. Any violation of these provisions may result in immediate termination of Customer's account and legal action.

Customer agrees Customer will not access or use the Programs or Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device. Customer agrees not to: (1) attempt to gain unauthorized access to the Programs; (2) attempt to obtain the accounts or passwords of other users; (3) engage in any activities that may interfere with the ability of others to access or use the Programs; (4) monitor any data, information or communications on any network, computer or communications system, software application, or network or computing device without authorization; or (5) engage in, authorize or encourage any third party to generate fraudulent plays or fraudulent clicks on any advertisement, including but not limited to, through repeated

manual clicks, the use of robots or automated query tools and/or computer generated search requests, and/or the fraudulent use of other search engine optimization services and/or software.

Customer agrees not to transmit any content that is false, misleading or deceptive, including, but not limited to, content that (1) appears confusingly similar to any other product or application; (2) misrepresents or falsely implies an association with another company; (3) mimics functionality or warnings from any operating system or mobile application; or (4) provides links to any other site that mimics or passes itself off as another application or Services.

Customer agrees not to transmit content that is obscene, sexually explicit, threatening, abusive, harassing, bullying in nature, libelous, deceptive, fraudulent, offensive or defamatory, or any other content that is objectionable in the Company's sole discretion. This includes, but is not limited to content that promotes hatred towards groups of people based on their race or ethnic origin, religion, disability, gender, age, veteran status or sexual orientation/gender identity.

*The Programs and Services are not directed towards, or intended for use by, anyone under the age of twenty-one ("**Minors**"). Customer agrees not to make the Programs and Services available to Minors. IF YOU ARE UNDER 21 YEARS OF AGE, PLEASE DO NOT USE OR ACCESS THE PROGRAMS OR SERVICES AT ANY TIME OR IN ANY MANNER.*

Use of the Programs or Services in violation of any law, rule or regulation or otherwise in violation of any third party's rights is strictly prohibited. To prevent violations or to remediate any violations of these Terms, the Company can take any technical, legal, and other actions that the Company deems, in the Company's sole discretion, necessary and appropriate without notice to Customer to enforce these Terms. The Company takes no responsibility for Customer content. The Company may, but shall not be obliged to, review Customer's content to verify compliance with these Terms and with all applicable laws and regulations. The Company may remove Customer content if the Company reasonably believes such content is in violation of these Terms or any applicable law or regulation. In the event that the Company removes Customer content, Customer shall be responsible for payment for the remainder of the term, but may replace the removed content with new content, subject to the Company's sole discretion.

Disclaimer of Warranties and Limitation of Liability

Disclaimer. TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY, ON BEHALF OF ITSELF AND ITS PARTNERS AND AFFILIATES, DISCLAIMS ALL WARRANTIES, WHETHER IMPLIED, STATUTORY OR OTHERWISE, INCLUDING FOR NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AS WELL AS ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PROGRAMS AND THE SERVICES ARE PROVIDED "AS IS," "AS AVAILABLE" AND "WITH ALL FAULTS," AND CUSTOMER USES THEM AT ITS OWN RISK. THE COMPANY, ITS AFFILIATES, AND ITS PARTNERS DO NOT MAKE ANY GUARANTEE IN

CONNECTION WITH THE PROGRAMS OR SERVICES. THE COMPANY MAKES NO PROMISE TO INFORM CUSTOMER OF DEFECTS OR ERRORS.

Indemnification. You agree to defend, indemnify and hold harmless the Company, its officers, directors, employees, business partners and agents, and their respective heirs, successors and assigns, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including, but not limited to, attorney's fees) arising from: (a) any breach or alleged breach by you of any of these Terms, (b) your content, (c) your use of materials or features available on the Services or (d) a violation by you of applicable law or any agreement or terms with a third party to which you are subject.

If any part of these warranty disclaimers or limitations of liability is found to be invalid or unenforceable for any reason, or if we are otherwise found to be liable to you in any manner, then our aggregate liability for all claims under such circumstances for liabilities shall not exceed the lesser of (a) the amount paid by you for your use of the Programs or Services during the prior twelve (12) months or (b) ten dollars (\$10).

Equitable Relief

You agree that the Company has expended significant monetary resources to develop, maintain and host the Programs and Services, and that monetary damages would be inadequate to compensate the Company for any violation of these Terms. Accordingly, you agree and acknowledge that any such violation or threatened violation will cause irreparable injury to the Company and that, in addition to any other remedies that may be available, at law, in equity, or otherwise, the Company will be entitled to obtain injunctive relief against the actual or threatened violation of these Terms without the necessity of posting a bond or proving actual damages to the Company.

Termination and Suspension

The Company may suspend or permanently terminate in its sole discretion your access to or use of the Programs or Services, with or without notice to you, for any reason or no reason. Upon termination of your access: (a) all rights and licenses granted to you under these Terms will terminate, and (b) you will immediately cease all use of and access to the Programs and Services. If we suspend or terminate your access or these Terms, you understand and agree that you shall receive no compensation for any content or data associated with your account, your access, or for anything else.

Privacy Policy

You expressly consent to the use and disclosure of your personal information and other data and information as described in the Company's Privacy Policy available at link.xeraone.com/privacy-policy. Notwithstanding anything in the Privacy Policy, the Company will have the right to collect, extract, compile, synthesize, and analyze non-personal information (information that does not identify a natural person) resulting from your access to and use of the Programs and Services. To the extent any such non-personal

information is collected or generated by the Company it will be solely owned by the Company and may be used by the Company for any lawful business purpose without a duty of accounting.

Enforcement

You agree that we may, without any limitation whatsoever: (a) investigate any suspected breaches of the Programs' and Services' security or our information technology or other systems or networks; (b) investigate any suspected breaches of the Terms; (c) involve and cooperate with law enforcement authorities in investigating any such matters; (d) prosecute violators of the Terms to the full extent of the law; (e) delete or modify any Programs and/or Services; and (f) discontinue the Programs or Services or terminate your access to them at any time, without notice, for any reason and without any obligation to you whatsoever, other than that provided by the relevant Agreement.

Copyright

The Company respects other's intellectual property and requires its users do the same. If you believe that your work has been copied and is accessible on the Programs or Services in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you may request removal of the relevant material(s) (or access thereto) from the Programs or Services by contacting the Company (contact information below) and providing the following:

- Identification and description of the copyrighted work that you, the user, believe to be infringed, with a valid Website URL or an authorized version of the work that will allow the Company to locate the material.
- Your, the user's, valid name, address, telephone number, and email address.
- A statement that you, the user, have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law.
- A statement that the information that you, the user, have supplied is accurate, and indicating that "under penalty of perjury" you are the copyright owner or are authorized to act on the copyright owner's behalf.
- A signature or the electronic equivalent from the copyright holder or authorized representative.

Please email the Company at legal@xeraone.com for copyright issues relating to the Programs or Services, or contact the Company at:

Xeraflop Technologies Inc.
Legal Department – Copyright
68 East 1st Avenue – Fourth Floor
Vancouver, BC V5T 1A1

Dispute Resolution

By using the Programs and Services, you unconditionally agree that all claims raised by you relating to your access or use of our Programs and Services, including all disputes arising out of, or related to any Programs and Services purchased, will be resolved entirely through binding individual arbitration, rather than in court. You or we may also assert individual claims in small claims court if such claims otherwise qualify. You expressly agree that any dispute raised by you is governed by the laws of the Province of British Columbia, Canada.

Note: There is no judge or jury in arbitration, no class actions, and court review of an arbitration award is limited. An arbitrator, however, can award on an individual basis the same damages and relief as a court, including injunctive and declaratory relief or statutory damages, and must follow these Terms as a court would.

To begin an arbitration proceeding, you may send a letter requesting arbitration and describing your claim to:

*Xeraflo Technologies Inc.
Legal Department – Advertising Arbitration
68 East 1st Avenue – Fourth Floor
Vancouver, BC V5T 1A1*

You agree that the arbitration will be conducted by the British Columbia International Commercial Arbitration Centre. You can contact the British Columbia International Commercial Arbitration Centre to find out more information on how to commence an arbitration proceeding. Payment of all filing, administration and arbitrator fees will be governed by the British Columbia International Commercial Arbitration Centre's applicable rules. You or we may choose to have the arbitration conducted by telephone, based on written submissions, or in person at a mutually agreed location.

You agree to bring any dispute in arbitration on an individual basis only, and not on a class, consolidated, representative, or collective action basis. If for any reason a claim proceeds in court rather than in arbitration, you waive any right to a jury trial or to participate in a class action against the Company. In addition, you agree that we each may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN BRITISH COLUMBIA INTERNATIONAL COMMERCIAL ARBITRATION CENTRE RULES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT YOU WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. ANY DEMAND BY YOU FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION OCCURRED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

Modifications to Terms

We may modify these Terms or any Agreement related to the Programs and Services from time to time as we deem necessary or appropriate due to changes in our business practices or changes in the law. If we decide to change these Terms or any Agreement related to the Programs and Services, we will notify you of any material changes by email or by means of a notice on the Programs, prior to the changes becoming effective. By using the Programs and Services after we post the modifications to these Terms or any related Agreement, you agree to the modifications. Your continued use of the Programs and Services is subject to the Company's sole discretion.

Governing Law

ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE PROGRAMS OR SERVICES WILL BE GOVERNED BY BRITISH COLUMBIA LAW, EXCLUDING BRITISH COLUMBIA'S CONFLICT OF LAWS RULES. EXCEPT AS PROVIDED ABOVE IN DISPUTE RESOLUTION, ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE PROGRAMS OR SERVICES WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR PROVINCIAL COURTS OF VANCOUVER, BRITISH COLUMBIA; AND THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN THESE COURTS.

Last updated November 9, 2018.