

PIIVA INC. TERMS OF SERVICE AGREEMENT

Last updated: July 23, 2021

IF YOU OBJECT TO ANYTHING IN THIS TERMS OF SERVICE AGREEMENT OR THE PIIVA PRIVACY POLICY, YOU CANNOT USE THE WEBSITE OR PIIVA MOBILE SERVICE AND YOU SHOULD IMMEDIATELY TERMINATE YOUR USE THEREOF.

Welcome to Piiva

Please read the following terms of use (as amended from time to time, these “Terms”) carefully before using the services (as defined below) offered by Piiva Inc. (“Us”, “We”, “Our” or “Piiva”). These Terms set forth the legally binding terms and conditions for your use of the Piiva software, the Piiva subscription service(s) and the services, products, features, content, website or application offered, from time to time, by Piiva in connection therewith offered to you through its website located at Piiva.com (the “Site”) and its mobile applications and related services (collectively, the “Service(s)”). These Terms cover important information about services provided to you and any changes and charges to your account. These Terms include information about future changes to these Terms and automatic renewals thereof.

“You” and “Your” refer to the person accessing or using the Services. BY ACCESSING AND USING THE SERVICES IN ANY MANNER, you acknowledge that you have read, understood, and agreed to be bound by these Terms and the Piiva Privacy Policy (www.piiva.com/privacy) (the “Privacy Policy”), which is incorporated into this Agreement by this reference and deemed to have been read in full and acknowledged by you before commencing the use of the Services. If you do not accept this Agreement and the Privacy Policy, you are not authorized to use the Services.

Piiva is provided to you by Piiva Inc., these Terms therefore constitute an agreement between you and Piiva. We reserve the right, at our sole discretion, to change or modify portions of these Terms at any time. If we do this, we will post the changes on this page

and will indicate at the top of this page the date these terms were last revised. We will also notify you of any changes and modifications to these Terms and the Privacy Policy, either through the Services user interface, in an email notification, or through other reasonable means. All users must read, acknowledge and accept any modifications to the Terms and Privacy Policy to continue accessing the Services. Any such changes will become effective no later than fourteen (14) days after they are posted, except that changes addressing new functions of the Services or changes made for any legal, regulatory, cybersecurity and/or any similar reasons will be effective immediately. YOU ACKNOWLEDGE AND AGREE THAT BY ACCESSING OR USING THE SERVICES, OR BY PURCHASING ANY PRODUCTS FROM OR THROUGH THE SITE OR THE MOBILE APPLICATION, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, INCLUDING ANY MODIFICATIONS OF THESE TERMS, YOU ARE NOT AUTHORIZED TO USE THE SERVICES. It is your responsibility to regularly check the Site to determine if there have been changes to these Terms of Service and to review such changes.

WE MAY DISPLAY ADDITIONAL TERMS, INCLUDING ANY RELEVANT TERMS OF PARTICULAR PARTNERS, APPLICABLE TO CERTAIN FEATURES OF THE SERVICES WHEN YOU ACCESS OR USE THOSE FEATURES. ALL SUCH ADDITIONAL TERMS ARE INCORPORATED INTO AND MADE A PART OF THESE TERMS. IF YOU VIOLATE THESE TERMS, PIIVA MAY TERMINATE YOUR RIGHT TO USE THE SERVICES AS WELL AS EXERCISE ANY OTHER RIGHTS OR REMEDIES AVAILABLE TO IT. In addition, when using certain Services, you shall be subject to any additional terms applicable to such Services that may be posted on the Site from time to time, including, without limitation, the Privacy Policy. All such terms are hereby incorporated by reference into these Terms.

IMPORTANT: THESE TERMS CONTAIN PROVISIONS THAT GOVERN THE RESOLUTION OF CLAIMS BETWEEN PIIVA AND YOU, INCLUDING THE REQUIREMENT THAT YOU RESOLVE ANY DISPUTES YOU HAVE WITH PIIVA

THROUGH FINAL AND BINDING ARBITRATION. **PLEASE SEE THE ARBITRATION CLAUSE BELOW FOR MORE INFORMATION.**

1. Access and Use of the Services

(a) Services Description: Piiva is designed to allow its users to engage and interact with our meditation and performance training Services through its website application.

(b) Your Registration Obligations: You may be required to register with Piiva in order to access and use certain features of the Services. If you choose to register for the Services, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Services' registration form. Registration data and certain other information about you are governed by our Privacy Policy. Parent or guardian consent must be obtained for users under the age of 18 years. Those with pre-existing health conditions (or at the risk of developing any such health conditions) must have consulted with their health professionals prior to any such registration with Piiva.

(c) Member Account, Password and Security: You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify Piiva of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Services. Piiva will not be liable for any loss or damage arising from your failure to comply with this Section.

(d) Modifications to Services: Piiva reserves the right at any time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. You agree that Piiva shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Services.

(e) General Practices Regarding Use and Storage: You acknowledge that Piiva may establish general practices and limits concerning use of the Services, including without limitation the maximum period of time that data or other content will be retained by Piiva and the maximum storage space that will be allotted on

Piiva's servers on your behalf. You agree that Piiva has no responsibility or liability for the deletion or failure to store any data or other content maintained or transmitted by the Services. In addition, Piiva may establish limitations on when you can use certain features of the Services, which may include warnings displayed within a mobile application. You represent that you will comply with these warnings and you will not exceed any usage limitations set by Piiva. You acknowledge that Piiva reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that Piiva reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

(f) Mobile Services: The Service includes certain services that are available via a mobile device, including (i) the ability to browse the Services and the Site from a mobile device and (ii) the ability to access certain features (collectively, the "Mobile Services"). Use of the Mobile Services are subject to your wireless service carrier's standard charges, data rates and other fees. In addition, using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices.

(g) User Conduct: Piiva is not responsible for the conduct, whether online or offline, of any user or member. UNDER NO CIRCUMSTANCES WILL PIIVA OR ANY OF ITS AFFILIATES, ADVERTISERS, PROMOTERS OR DISTRIBUTION PARTNERS BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM ANYONE'S USE OF THE WEBSITE AND/OR THE SERVICES, ANY CONTENT POSTED ON THE WEBSITE AND/OR THE SERVICES OR TRANSMITTED TO USERS, OR ANY INTERACTIONS BETWEEN USERS, WHETHER ONLINE OR OFFLINE. PIIVA IS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM ANY EVENTS OR ACTIONS BETWEEN A USER OR MEMBER AND ANY THIRD PARTY. You are solely responsible for all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content") that you upload, post, publish or display (hereinafter, "Post") or email or otherwise

transmit or use via the Services. The following are examples of the kind of content and/or use that is illegal or prohibited by Piiva. Piiva reserves the right to investigate and take appropriate legal action against anyone who, in Piiva's sole discretion, violates this provision, including without limitation, removing the offending Content from the Services, suspending or terminating the account of such violators without refund and reporting you to the law enforcement authorities. You agree to not use the Services to Post, email or otherwise transmit any Content that:

1. is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful (racially, ethnically or otherwise), or objectionable;
2. you do not have a right to transmit under any law or under contractual or fiduciary relationships;
3. infringes any intellectual property or other proprietary rights of any party;
4. constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation;
5. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
6. contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
7. in the sole judgment of Piiva, is objectionable or which restricts or inhibits any other person from using or enjoying the Services, or which may expose Piiva or its users to any harm or liability of any type;

8. impersonates any person or entity, or falsely states or otherwise misrepresents your affiliation with a person or entity;
9. provides material that exploits people under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under the age of 18;
10. harasses or advocates harassment of another person;
11. harvests or collects email addresses or other contact information of other users from the Service or the Site by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
12. solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
13. advertises or offers to sell or buy any goods or services for any business purpose that is not specifically authorized;
14. interferes with or disrupts the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services;
15. violates any applicable local, provincial, state, national or international law, or any regulations having the force of law;
16. furthers or promotes any criminal activity or enterprise or provide instructional information about illegal activities; or
17. obtains or attempts to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Services.

(h) Fees: You acknowledge that Piiva reserves the right to charge for any portion of the Services and to change its fees (if any) from time to time in its discretion. You

agree to pay all fees when due in accordance with the terms set forth on the Site. Our Services are based on yearly subscription and paid for by an upfront payment with automatic annual renewals. You acknowledge and agree that Piiva is authorized to charge the payment method used for (i) the initial annual subscription fee at the rate secured at the time of purchase, and (ii) the non-discounted renewal subscription fee(s). You must cancel your subscription before it renews in order to avoid billing of the renewal subscription fee to the payment method you provided. Refunds cannot be claimed for any partial subscription period.

2. Your Privacy

At Piiva, we respect the privacy of our users. For more information, please see our Privacy Policy (www.piiva.com/privacy). By using the Services, you consent to our collection and use of personal data as outlined therein.

3. Payment

Piiva is available through the Site. You can purchase a Piiva subscription, which includes all of its features, through the Site at www.piiva.com. You understand that accessing/ using the Services and purchasing Piiva products will result in charges to you that will be paid by you to Piiva using the payment method connected to your account. Those charges will be disclosed by Piiva to you, and we reserve the right to change, establish, or remove charges at our sole discretion.

We use a third-party payment service in lieu of directly processing your credit card information. By submitting your credit card information, you grant us the right to store and process your information with the third-party payment service, which may change from time to time; you agree that we will not be responsible for any failures of the third party to , adequately protect such information. All financial matters regarding your information are subject to the conditions of the third-party payment service provider's terms of service. You acknowledge that we may change the third-party payment

processors and move your information to other service providers that encrypt your information using secure socket layer technology (SSL) or other comparable security technology.

4. Subscription

An annual subscription to Piiva includes, but is not limited to, one (1) Biofeedback unit, and access to all meditation and performance training programs in our Services. Annual subscriptions are paid through the www.piiva.com website. Refer to section 3 for more payment information.

5. Return and Cancellation Policy

If you purchased a subscription directly from us, contact support@piiva.com for assistance with refunds.

- (a) Piiva has a fifteen (15) calendar day subscription cancellation policy from the time of the order for a full refund. After fifteen (15) calendar days, and within thirty (30) calendar days, cancellations are eligible for half the order price. **After thirty (30) calendar days from the order, cancellations are not eligible for refunds.**
- (b) A refund will be issued only after we receive a refund request email at support@piiva.com and upon confirmation of receipt of the Biofeedback unit. The Biofeedback unit must be returned in its original packaging, free from any damage. Refunds do not include any shipping and handling charges, except in the case of faulty or damaged items. Your refund will be credited to the original form of payment used for the original transaction. Please note that credit card or PayPal refunds may take up to ten (10) business days for your financial institution to complete, depending on their processing time.
- (c) If the Biofeedback unit is defective, please contact Thought Technologies with the Biofeedback order number and details about the product. You can contact their Service Department before sending for repair at:

Local phone number: (514) 489-8251 ext. 173;

Toll-Free in North America only: 1 (800) 361-3651 ext. 173; or
Email: service@thoughttechnology.com.

Thought Technologies will respond promptly to your request with their instructions for how to return the Biofeedback unit.

- (d) Subject to applicable laws, Piiva reserves the right to refuse to process a refund after terminating your account in the event you have materially breached these Terms.

6. Copyright

- (a) All materials (including software and content whether downloaded or not) contained in the Services are owned by Piiva, and protected by copyright, trademark, trade dress, patent and other intellectual property laws and may not be copied or imitated in whole or in part by you. You agree and acknowledge that the materials are valuable property and that other than any specific and limited license for use of such materials, you shall not acquire any ownership right in or to such materials. The materials may not be used except as provided for in these Terms, and any other relevant terms and conditions provided to you with your prior written permission.
- (b) The Services are not intended for your commercial use. You must not use any part of the materials used in the Services for commercial purposes without obtaining a written license to do so from us. Material from the Service may not be copied or distributed, or republished, or transmitted in any way without prior written consent. Unless otherwise expressly authorized herein or in the Services, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or transmit for any commercial purposes, any portion of the Services, use of the Services, or access to the Services.
- (c) **Special Notice for International Use; Export Controls:** Software (defined in Section 7) available in connection with the Services and the transmission of applicable data, if any, may be subject to export control laws of the jurisdiction

the Services are being accessed from. Using the Software is at your sole responsibility. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Services, including as it concerns online conduct and acceptable Content.

7. Intellectual Property Rights

(a) Service Content, Software and Trademarks: You acknowledge and agree that the Services may contain content (“Service Content”) that is protected by copyright, patent, trademark, trade secret, trade dress, or other proprietary rights and laws. Except as expressly authorized by Piiva, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Services or the Service Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you legally upload to the Services. In connection with your use of the Services, you shall not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. Any use of the Site or the Service Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Services or distributed in connection therewith is the property of Piiva, our affiliates and our partners (the “Software”). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by Piiva.

(b) The Piiva name and logos are trademarks and service marks of Piiva (collectively the “Piiva Trademarks”). Other company, product, and service names and logos used and displayed via the Services may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to Piiva. Nothing in these Terms or the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Piiva Trademarks displayed on the Services, without our prior written permission in

each instance. All goodwill generated from the use of Piiva Trademarks will inure to our exclusive benefit.

(c) Third Party Material: Under no circumstances will Piiva be liable in any way for any Content posted by third parties or at the direction of users, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise transmitted via the Services. You acknowledge that Piiva does not pre-screen Content, but that Piiva and its designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Services. Without limiting the foregoing, Piiva and its designees shall have the right to remove any Content that violates these Terms of Service or is deemed by Piiva, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content.

(d) User Content Posted on or through the Services: You are solely responsible for the Content and other materials you Post on or through the Services or the Site or transmit to or share with other users or recipients (collectively, "User Content"). You will not Post any Content that you did not create or that you do not own all right, title and interest in and to, including, without limitation, all copyright and rights of publicity contained therein. By Posting any User Content, you hereby grant and will grant Piiva and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sub-licensable, perpetual, irrevocable license to copy, display, transmit, perform, distribute, store, modify and otherwise use your User Content in connection with the operation of the Services or the promotion, advertising or marketing thereof, in any form, medium or technology now known or later developed.

(e) You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Site or the Service ("Submissions"), provided by you to Piiva are non-confidential and Piiva shall be entitled to the

unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

(f) You acknowledge and agree that Piiva may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms; (c) respond to claims that any Content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Piiva, its users and the public. You understand that the technical processing and transmission of the Services, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

(g) Copyright Complaints: Piiva respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify Piiva of your infringement claim in accordance with the procedure set forth below. Piiva will process and investigate notices of alleged infringement and will take appropriate actions under the *Copyright Act*, R.S.C., 1985, c. C-42 (“Copyright Act”) and other applicable intellectual property laws (as may be amended from time to time) with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be emailed to Piiva’s copyright agent at support@piiva.com (Subject line: “Copyright Takedown Request”).

You may also contact us by mail at: 373 Front Street West, Unit 2901, Toronto, ON M5V 3R7.

To be effective, the notification must be in writing and contain the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;

- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Services, with enough detail that we may find it on the Services;
- your address, telephone number, and email address;
- a duly sworn or affirmed statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;
- a duly sworn or affirmed statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

(h) Counter-Notice: If you believe that your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to upload and use the Content in your User Content, you may send a written counter-notice containing the following information to the copyright agent:

- your physical or electronic signature;
- identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled;
- a statement that you have a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and
- your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the Superior Courts of Ontario, Canada and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the copyright agent, Piiva will send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

- (i) **Repeat Infringer Policy:** In accordance with the Copyright Act and other applicable law (as may be amended from time to time), Piiva has adopted a policy of terminating, in appropriate circumstances and at Piiva's sole discretion, users who are deemed to be repeat infringers. Piiva may also at its sole discretion limit access to the Service and/or terminate the memberships of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

8. Third Parties

- (a) **Third Party Websites:** The Services may provide, or third parties may provide, links or other access to other sites and resources on the Internet. Piiva has no control over such sites and resources and Piiva is not responsible for and does not endorse such sites and resources. You further acknowledge and agree that Piiva shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any Content, events, goods or services available on or through any such site or resource. Any dealings you have with third parties while using the Services are between you and the third party, and you agree that Piiva is not liable for any loss or claim that you may have against any such third party.
- (b) **Third Party Services:** You may enable various online services to be directly integrated into your Piiva experience. By directly integrating these services into the Services, we enrich and personalize your online experiences. To take advantage of these features, we may ask you to register for or log into such

services on the websites of their respective providers. By enabling third party services within the Services, you are allowing us to pass your login information to these service providers for this purpose. For more information about the implications of activating these third party services and Piiva's use, storage and disclosure of information related to you and your use of such services within Piiva (including your friend lists and the like), please see our Privacy Policy. However, please remember that the manner in which third party services use, store and disclose your information is governed solely by the policies of such third parties, and Piiva shall have no liability or responsibility for the privacy practices or other actions of any third party site or service that may be enabled within your Services.

- (c) In addition, Piiva is not responsible for the accuracy, availability or reliability of any information, Content, goods, data, opinions, advice or statements made available in connection with third party services. As such, Piiva is not liable for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such third party service. Piiva enables these features merely as a convenience and the inclusion of such features does not imply an endorsement or recommendation.

9. No Medical Advice

We DO NOT provide medical advice, diagnosis or treatment advice (collectively, "Medical Advice"). All information and content provided through Piiva including without limitation text, images, graphics, audio, or video, is for informational purposes only and is not intended to be Medical Advice or a substitute for Medical Advice. All information and content provided through Piiva is not intended to diagnose, treat, cure, or prevent any disease. If you have any medical or health-related questions or if you experience a medical emergency, please call 911 or consult with a medical professional as soon as possible. Piiva is not responsible for any health or medical problems that may result from your use of the Services. You agree that you are voluntarily participating in the Services and do so at your own risk and to the extent required or deemed necessary,

you have consulted with your healthcare professionals (or will continue to do so) with regards to the usage of the Services or any products that Piiva is providing to you.

10. Indemnity and Release

- (a) You agree to release, indemnify and hold Piiva and its affiliates, subsidiaries, partners, officers, employees, directors and agents harmless from any from any and all losses, damages, expenses, including reasonable legal fees, rights, known and unknown claims, actions of any kind and injury (including death) arising out of or relating to your use of the Services, any User Content, your connection to the Services, your violation of these Terms, the Privacy Policy or your violation of any rights of any third party whatsoever.
- (b) Piiva reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Piiva.
- (c) If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

11. General

- (a) **Entire Agreement:** These Terms constitute the entire agreement between you and Piiva and govern your use of the Services, superseding any prior agreements between you and Piiva with respect to the Services. You also may be subject to additional terms and conditions that may apply when you use affiliate or third-party services, third-party content or third-party software.
- (b) **Governing Jurisdiction:** These Terms shall be governed by the laws of the Province of Ontario, Canada and federal laws of Canada, without regard to its conflict of law provisions.

- (c) Waiver of Rights:** The failure of Piiva to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.
- (d) Severability:** If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect.
- (e) Assignment:** You may not assign these Terms without the prior written consent of Piiva, but Piiva may assign or transfer these Terms, in whole or in part, without restriction.
- (f) Interpretation:** The section titles in these Terms are for convenience only and have no legal or contractual effect.
- (g) Notices:** Notices to you may be made via either email or regular mail. Notices sent in accordance with this Section will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by email, with confirmation of transmission if sent during the addressee's normal business hours, and on the next business day if sent after the addressee's normal business hours; and (d) on the fifth day after the date mailed by certified or registered mail by the Canada Post Corporation, return receipt requested, postage prepaid.
- (h) Claims:** You agree that regardless of any statute or law to the contrary, including but not limited to the *Ontario Limitations Act, 2002*, any claim or cause of action arising out of or related to use of the Services or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

12. Disclaimer of Warranties

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. PIIVA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. PIIVA MAKES NO WARRANTY THAT (I) THE SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS.

PIIVA IS NOT RESPONSIBLE FOR ANY INCORRECT OR INACCURATE CONTENT POSTED ON OR IN CONNECTION WITH THE SITE AND/OR THE SERVICES, WHETHER CAUSED BY USERS OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE WEBSITE AND/OR THE SERVICES. PIIVA ASSUMES NO RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, USER COMMUNICATIONS. PIIVA IS NOT RESPONSIBLE FOR ANY PROBLEMS OR TECHNICAL MALFUNCTION OF ANY TELEPHONE NETWORK OR LINES, COMPUTER ONLINE SYSTEMS, SERVERS OR PROVIDERS, COMPUTER EQUIPMENT, SOFTWARE, FAILURE OF EMAIL OR PLAYERS ON ACCOUNT OF TECHNICAL PROBLEMS OR TRAFFIC CONGESTION ON THE INTERNET OR AT ANY WEBSITE OR COMBINATION THEREOF, INCLUDING INJURY OR DAMAGE TO USERS OR TO ANY OTHER PERSON'S COMPUTER RELATED TO OR RESULTING FROM PARTICIPATING OR DOWNLOADING MATERIALS IN CONNECTION WITH THE SITE AND/OR THE SERVICES.

13. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT PIIVA SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF PIIVA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICES; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; OR (V) ANY OTHER MATTER RELATING TO THE SERVICES. IN NO EVENT SHALL PIIVA'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID PIIVA IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100 CAD).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES OR WITH THESE TERMS OF SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICES.

14. Arbitration

- (a) At Piiva's or your election, all disputes, claims, or controversies arising out of or relating to the Terms of Service or the Service that are not resolved by mutual

agreement may be resolved by binding arbitration to be conducted before [JAMS](#), or its successor.

- (b) Unless otherwise agreed by the parties, arbitration will be held in Toronto, Ontario (Canada) before a single arbitrator mutually agreed upon by the parties, or if the parties cannot mutually agree, a single arbitrator appointed by JAMS, and will be conducted in accordance with the rules and regulations promulgated by JAMS unless specifically modified in the Terms of Service.
- (c) The arbitration must commence within forty-five (45) days of the date on which a written demand for arbitration is filed by either party. The arbitrator's decision and award shall be made and delivered within sixty (60) days of the conclusion of the arbitration and within six (6) months of the selection of the arbitrator.
- (d) The arbitrator will not have the power to award damages in excess of the limitation on actual compensatory, direct damages set forth in the Terms of Service and may not multiply actual damages or award punitive damages or any other damages that are specifically excluded under the Terms of Service, and each party hereby irrevocably waives any claim to such damages. The arbitrator may, in his or her discretion, assess costs and expenses (including the reasonable legal fees and expenses of the prevailing party) against any party to a proceeding. Any party refusing to comply with an order of the arbitrators will be liable for costs and expenses, including attorneys' fees, incurred by the other party in enforcing the award. Notwithstanding the foregoing, in the case of temporary or preliminary injunctive relief, any party may proceed in court without prior arbitration for the purpose of avoiding immediate and irreparable harm. The provisions of this arbitration section will be enforceable in any court of competent jurisdiction.
- (e) Any dispute among the parties hereto, whether arising while these Terms remain in effect or at any time thereafter, which touches upon the validity, construction, meaning, performance or effect of these Terms or the rights and liabilities of the parties hereto or any matter arising out of or connected with these Terms shall be subject to arbitration pursuant to Arbitration Act (Ontario) as provided in this Section and the decision shall be final and binding as among the parties hereto

and shall not be subject to appeal. Any arbitration to be carried out under this Section shall be subject to the following provisions:

- (f) The party desiring arbitration shall nominate one (1) arbitrator and shall notify the other parties hereto of such nomination. Such notice shall set forth a brief description of the matter submitted for arbitration and, if appropriate, the clauses or article or schedule numbers hereof in respect of which such matter is so submitted. Such other parties shall within ten (10) days after receiving such notice approve the arbitrator so nominated and so notify the nominating party, or shall nominate a second arbitrator and so notify the nominating party, and the two (2) arbitrators so nominated shall select a chairman of the arbitral tribunal to act jointly with them. If said arbitrators shall be unable to agree in the selection of such chairman within a further ten (10) days, the chairman shall be designated by application by any party hereto to the local Court pursuant to the Arbitrations Act (Ontario). Upon the failure of the other parties within the said ten (10) days to notify the original nominating party of their approval of the single arbitrator, or of their nomination of a second arbitrator, they shall be deemed to have approved of the arbitration being conducted by the single arbitrator first nominated.

- (g) The arbitration shall take place in the City of Toronto and the single arbitrator or the chairman shall fix the time and place in the City of Toronto for the purpose of hearing such evidence and representations as the parties may present and, subject to the provisions hereof, the decision of the single arbitrator or of any two (2) of the three (3) arbitrators in writing shall be binding upon the parties both in respect of procedure and the conduct of the parties during the proceedings and the final determination of the issues. Said arbitrator or arbitrators shall, after hearing any evidence and representations that the parties may submit, make their decisions and reduce the same to writing and deliver one (1) copy thereof to each of the parties hereto. The arbitrator or arbitrators may determine any matters of procedure for the arbitration not specified herein.

- (h) The cost of arbitration shall be borne by the parties hereto as may be specified in such determination;
- (i) Submission to arbitration pursuant to the provisions of this Section shall be a condition precedent to the bringing of any legal action with respect to these Terms.

15. Termination

You agree that Piiva, in its sole discretion, may suspend or terminate your account or use of the Services and remove and discard any Content within the Services, for any reason, including, without limitation, for lack of use or if Piiva believes that you have violated or acted inconsistently with the letter or spirit of these Terms. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Services, may be referred to appropriate law enforcement authorities. Subject to applicable laws, if Piiva terminates your account because you have materially breached these Terms, you will not be entitled to any refund, pursuant to Section 5 of these Terms. Piiva may also in its sole discretion and at any time discontinue providing the Services, or any part thereof, with or without notice. You agree that any termination of your access to the Services under any provision of this Terms may be effected without prior notice, and acknowledge and agree that Piiva may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Services. Further, you agree that Piiva shall not be liable to you or any third-party for any termination of your access to the Services.

16. User Disputes

You agree that you are solely responsible for your interactions with any other user in connection with the Services and Piiva will have no liability or responsibility with respect thereto. Piiva reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Services.