

# Covault Technologies

## Service Terms And Conditions:

**Last Updated: October 16, 2020**

Covault Technologies Inc. (“Covault” or “we” or “us”) provides access through its website at <https://covault.app/> (the “Site”) to tools, features and services (together with the Site, along with associated and successor websites, tools, services, and features, or any part thereof, the “Service”) that help a Brand (as defined below) develop and share with its Retailers (as defined below) the Brand’s campaign templates (each, a “Campaign”) that enable a Brand’s Retailers or network affiliates to participate in, customize (as permitted by these Terms), and share the Campaigns with consumers (including through online channels, such as Facebook, Instagram, and other third party websites, and via email).

By checking the box or clicking the button next to a link to these Terms and Conditions of Use, as they may be amended by us (hereinafter, the “Terms”) on any of our sign-up pages, by executing an order form referencing these Terms and setting forth pricing, initial term, and other terms and conditions (each, an “Order Form”), by logging into Covault’s platform, by accessing the Site or by accessing the Service in any manner, you accept these Terms, and any guidelines, rules or operating policies that we may post on this website, which are specifically incorporated herein by reference (collectively, the “Agreement”) on behalf of yourself and any business or organization you represent (collectively, “you”). Any terms and conditions that may be contained in any acknowledgement, invoice, purchase order or other form you provide are specifically null and void.

We may amend this Agreement from time to time due to changes to the Site or the Service, to account for developments under the law, or for any other commercially reasonable purpose. Future performance by us of our obligations under this Agreement is sufficient consideration for any such amendment. Any amendment will only become effective upon notification to you (by email or by posting on our Site), and if you do not want to agree to any such amendment, you should stop using the Site and the Service and contact us to cancel your account.

As used herein, a “Brand” means an individual or entity (or a regional retailer sales and marketing group, sales representative, agency, or distributor acting on such individual or entity’s behalf) that has entered a subscription with Covault for use of the Service and is associated with, and whose goods and/or services are identified by, a distinctive name, trademark, and/or service mark or a collection thereof; a “Retailer” means an individual or entity that sells or makes available the goods and/or services of one or more Brands to consumers and is invited to use the Service by one or more Brands. By using the Service, you agree that you will be considered either a Brand or a Retailer and you will be bound by this Agreement.

### **1. Access to the Service.**

Covault shall make the Service available to Brands via a statement of work or other order form and to Retailers when invited by a Brand or Covault, in all cases pursuant to the terms and conditions set forth in this Agreement and any applicable ordering document. Your continued access to the Service will depend upon your status as either a Brand or a Retailer. A Brand’s access to the Service will terminate upon expiration of the subscription term set forth in an applicable ordering document entered by the Brand and Covault (hereinafter, an “Order”) or in accordance with any other applicable terms in the Order or this Agreement.

### **2. Managed Services.**

Covault shall make Managed Service Packages available to Retailers when invited by a Brand or Covault, in all cases pursuant to the terms and conditions set forth in this Agreement and any applicable service ordering document. “Custom Campaign” services in which the Retailer engages media buying services from our team will commence monthly subscriptions when an initial work order is sent via the platform to the media buying team. Covault will send a notification confirming that Custom Campaign services are activated and disclose campaign limits and additional details. Manage Services Packages are not limited to, but include Level 1, Level 2, Level 3 or Level 4 as featured in the Managed Services document.

### **2. Campaigns.**

You shall bear all costs of procuring and delivering your Campaigns, products and services, including any associated shipping, taxes and any other fees associated therewith. You hold all necessary governmental and third party licenses, approvals, authorizations and registrations necessary to offer your Campaigns, products and services. You agree to provide your Campaigns, products and services in a safe and

professional manner, consistent with industry best practices, including keeping reliable records. In any event, you are solely responsible for your Campaigns, products and services, including any and all injuries, damages, claims, liabilities and costs suffered in respect thereto.

You will be solely responsible for compliance with any and all statements and promises you make in connection with, and for all user assistance, support and warranty coverage associated with, your Campaigns, products and services. You agree that i) your Campaigns will prominently include any applicable rules, restrictions or limitations necessary to comply with applicable law, this Agreement and your own requirements, ii) any such rules, restrictions or limitations will be properly presented to each prospective purchaser before such prospective purchaser is bound to make a payment or take any other action, and iii) you will comply with such rules, restrictions or limitations. You further agree to provide sufficient contact information for any customer questions, complaints or claims.

### **3. Restrictions; Limitations on Use; Reservation of Rights.**

You will not (i) copy, reverse engineer, decompile, disassemble, re-engineer, or otherwise create or attempt to create, or permit, allow, or assist others to create, the source code of the Service, or its structural framework, or (ii) modify or create derivative works of the Service or use the Site or the Service in whole or in part for any purpose except as expressly provided under this Agreement.

You further agree to comply with the following in connection with your use of the Site and the Service:

- You will not post or distribute any materials that are abusive, libelous, defamatory, vulgar, profane, obscene, fraudulent or deceptive; that violate another's rights (including without limitation any copyrights or other intellectual property rights), confidentiality or privacy; or that harass, threaten, annoy, or are otherwise inappropriate, all as determined by Covault in its sole discretion.
- You will refrain from unethical, false or misleading advertising, promotions or sales efforts and practices in connection with your use of the Site or the Service.
- You will not post or transmit any improper advertising, such as chain letters and pyramid schemes; post or transmit any file that contains viruses, corrupted files, "Trojan Horses," or other contaminating or destructive features that may damage someone's computer; or take any action that imposes an unreasonably or disproportionately large

load on our infrastructure or damages or disrupts the functioning of our systems or Service. We reserve the right to impose charges on any user or account holder whose use of our Service we deem to be excessive.

- If you are accessing the Service on behalf of an entity, you will comply with such entity's online conduct and privacy policies.
- You will use the Service in compliance with all applicable laws, rules, regulations, and industry standards. You may not use the Site or the Service for any unlawful or discriminatory activities, including acts prohibited by The Competition Act, Consumer Protection Legislation, Credit Reporting Act, CASL, and other laws that apply to commerce in Canada.
- You will comply with the terms of service and policies of any online channel or third party service or web site, including any social media outlet, that you use in connection with the Service. In no event will you upload, or use the Service to distribute, private or confidential information if such use or distribution is unauthorized by any party or may violate any applicable laws, rules or regulations.
- You expressly acknowledge that unauthorized access to the Service is a breach of this Agreement and may also violate the law. You agree not to access our Service by any means other than through the interfaces we provide.
- You will not falsely identify the source of any communications or materials, deliberately mislead anyone as to your identity (including impersonating a representative of Covault), use the Service to transmit unsolicited email, disclose material, non-public information about any company, or otherwise act contrary to any applicable laws, rules or regulations.
- You are responsible for statements made and actions taken through your use of the Service and through use of your password. You agree to immediately notify us of any actual or suspected unauthorized use of your user name and/or password.

You agree that Covault may establish general practices and limits concerning use of the Site or the Service. We reserve the right to modify, revise, suspend or discontinue any functionality in whole or in part, either temporarily or permanently and with or without notice, and you acknowledge that we are not obligated to support or update the Service in any manner. If we discontinue any functionality in its entirety that you are using, we will provide you with advance notice and an opportunity to cancel your account.

Covault will at all times solely and exclusively own all right, title, and interest in and to this Site and the Service, and all intellectual property or other rights in the foregoing, including but not limited to any and all modifications and derivative works. No implied licenses are granted.

#### **4. Content; Uploaded Materials.**

You agree that all user information, text, data, software, sounds, photographs, audio, audiovisual, video, artwork, graphics, messages, feedback, data, comments, suggestions, and other content of any nature that are created, customized, or transmitted to, via, or in connection with the Site or the Service (collectively, the "Content") are the sole responsibility of the person or entity making such Content available for use with the Service. Accordingly, you, and not Covault, are entirely responsible for the Content you create, customize, or transmit through or in connection with the Service. You represent and warrant that you have the applicable rights necessary to post or upload your Content to the Service and permit use of the Content in connection the Service. You hereby license Covault any and all rights necessary to use the Content to provide the Service to you, and if you are a Brand, to sublicense rights to use the Content to your Retailers. You will indemnify, and hold harmless, Covault and any users of the Site or the Service for any claims, damages or other liability arising as a result of use of the Content rights granted herein or your breach of such representation and warranty.

#### **5. Account and Passwords.**

You agree to provide true, accurate, current and complete information about yourself and your organization, as applicable, as requested in the registration form and elsewhere on the Site and in connection with the use of the Service, and agree to update such information if it changes. You are responsible for statements made and actions taken on the Service by you or under your account or through the use of your password. You agree to immediately notify us of any actual or suspected unauthorized use of your user name, password or account.

#### **6. Data Retention and Security.**

You agree that Covault has no responsibility or liability for the deletion or failure to store any data, Content, or other communications or materials related to a Campaign or otherwise maintained or transmitted by, or in connection with, the Service. You acknowledge that Covault may have set no fixed upper limit on the number of transmissions you may send or receive through the Service or the amount of storage

space used; however, we retain the right, at our sole discretion, to create limits at any time upon thirty (30) days prior notice. Without limitation of the foregoing or any of its other obligations under this Agreement, Covault agrees that for as long as Covault controls, possesses, stores, transmits or processes User Data (as defined in Section 11 below), Covault will establish, employ and maintain reasonable and industry standard data security measures that include technological, physical, administrative, organizational and procedural controls designed to: (1) protect User Data from unauthorized or unlawful use, alteration, access or disclosure, (2) ensure the availability of Covault's systems, and (3) prevent unauthorized access to, and unauthorized use of, Covault's systems.

## **7. Service Levels and Interruption.**

Covault will use commercially reasonable efforts to provide the Service in accordance with the then-current Service Guidelines. Notwithstanding anything to the contrary herein, we reserve the right to amend the Service Guidelines at any time and to temporarily modify, suspend or discontinue our Service (or any part of thereof) with or without notice if we reasonably believe such action is necessary for effective operation of the Service, including the avoidance of an actual or potential security breach. You agree that we will not be liable to you or to any third party for any such modification, suspension or discontinuance of the Service.

## **8. Third Party Sites.**

The Site and the Service include social media tools that may, among other things, allow you to manage access, post and manage content on social network platforms (for example, Facebook, Instagram and LinkedIn) and provide access to websites and services that are controlled by third parties (each, a "Social Media Platform"). You hereby grant us all required permissions to access such Social Media Platforms on your behalf to provide the Service to you, including the use and analysis, for your benefit, of information made available by the Social Media Platforms.

Access to the Social Media Platforms is provided to you as a convenience, and we are not affiliated with or responsible for the content, action or performance of the Social Media Platforms or any third party sites or services associated with, or linked from, each Social Media Platform, and you expressly agree to use each Social Media Platforms, and such sites or services, at your own risk. Each Social Media Platform accessed from the Site or the Service is independent from us, and we have no control over, and assume no responsibility for, the content, privacy policy, terms of use and practices of

such Social Media Platform. Each Social Media Platform may have terms of use and a privacy policy different than ours, and you should review the applicable terms and policies, including privacy and data gathering practices before proceeding. In no event shall any reference to any third party or third party product or Social Media Platform be construed as an approval or endorsement by us of that third party or of any product or service made available by such third party.

You agree to abide by the terms and conditions of any applicable Social Media Platform. Notwithstanding anything set forth herein to the contrary, you will abide by this Agreement regardless of anything to the contrary in your agreement with any third party, and you shall not use such Social Media Platform to avoid the restrictions set forth in this Agreement.

We may terminate any Social Media Platform's ability to interact with the Site or the Service at any time, with or without notice, and in our sole discretion, with no liability to you or to any third party. Each Social Media Platform may take actions to impact our ability to make available some or all of the features of the Site or the Service at any time, with or without notice, and we will not be liable to you or to any third party for any such actions. We accept no responsibility for reviewing changes or updates to, or the quality, content, policies, nature or reliability of, any Social Media Platform.

## **9. Feedback.**

You acknowledge that any ideas, suggestions, concepts, processes or techniques which you provide to us related to the Service, Covault or its business (collectively, the "Feedback") shall become the property of Covault without any compensation or other consideration payable to you by us, and you do so of your own free will and volition. We may, in our sole discretion, use the Feedback in whatever form or derivative in connection with the Site, Service, or our business or other products or services. You hereby assign all rights in any Feedback to us and, as applicable, waive any moral rights.

**10. User Data and Aggregated Data.** As used herein, "User Data" means any data or Content that you or your authorized users lawfully upload, submit or otherwise transmit to or through the Site or the Service. As between you and us, you will retain all right, title and interest in and to the User Data in the form provided to us, subject to, in the case of Brands, Section 17.2, and in the case of Retailers, Section 18.3. Subject to the terms of this Agreement, you hereby grant to Covault a non-exclusive, worldwide, royalty-free right (a) to collect, use, copy, store, transmit, distribute, display, publicly perform, modify

and create derivative works of the User Data, in each case solely to the extent necessary, to provide the Service and any related services to you and to enhance the Service; and (b) to use Aggregated Data for its business purposes including, but not limited to, developing, publishing and commercializing benchmarks, predictive models, predictive analytics, and measures based on Aggregated Data. As used herein, "Aggregated Data" shall mean User Data that is (i) anonymized such that it does not identify any individual person, and (ii) combined with the data of other users or additional data sources. Our rights with respect to Aggregated Data will survive any expiration or termination of this Agreement. We retain all Intellectual Property Rights in the Aggregated Data.

#### **11. Use of Name.**

We may include your name in our published client lists, but will not issue a press release or any other publicity referring specifically to you without your prior written consent. .

**12. Warranty Disclaimer; Remedies; Release.** You expressly agree that the site and the service are provided on an "as is" and "as available" basis. Use of the site or the service and any reliance by you upon the site or the service, including any action taken by you because of such use or reliance, is at your sole risk. We do not warrant that the use of the site or the service will be uninterrupted or error free or completely secure, nor do we make any warranty as to the results that may be obtained from use of the same. we disclaim all warranties, express or implied, including implied warranties of merchantability, fitness for a particular purpose and noninfringement. no statement or information, whether oral or written, obtained from us in any means or fashion shall create any warranty not expressly and explicitly set forth in this agreement.

we shall have no liability of any nature whatsoever for your compliance with or breach of any license or terms and conditions of any third parties or third party services (including the social media platforms). in addition, we do not endorse and are not responsible for (a) the accuracy or reliability of any third party content, opinion, advice or statement made by anyone other than us, or (b) any campaign, content, or any product or service purchased or otherwise obtained from any third party, including our customers.

no claim may be asserted by you against covault more than 12 months after the date of the cause of action underlying such claim. Your sole and exclusive remedy for any failure or nonperformance of the site or the service shall be for covault to use commercially reasonable efforts to adjust or repair the site or the service. to the extent



applicable law permits, you release covault from any claims or liability related to (a) any content posted on, or obtained in connection with use of, the site or in any materials you send using the site or the service, (b) the conduct of any other covault customers or their retailers or customers and (c) any problems that may arise from any remote access to your computers or other systems you provide to our personnel or agents for the purpose of troubleshooting issues. you hereby waive california civil code section 1542 (if you are a california resident), and any similar provision in any other jurisdiction (if you are a resident of such jurisdiction).

### **13. Limitation of Liability.**

Except with respect to death or personal injury due to the negligence of Covault, to the maximum extent permitted by applicable law, under no circumstances and under no legal theory, tort, contract, or otherwise, shall Covault or any of its underlying service providers, business partners, third party suppliers and partners and providers, licensors, officers, directors, employees, distributors or agents (collectively referred to for purposes of this section as "Covault") be liable to you or any other person for any money damages, whether direct, indirect, special, incidental, cover, reliance or consequential damages, even if covault shall have been informed of the possibility of such damages, or for any claim by any other party, and regardless of the form of action (whether in contract, tort (including negligence), product liability or otherwise), the maximum aggregate liability of covault to you arising in connection with this agreement shall be limited to the amount you paid for the service in the 12 months prior to the accrual of the applicable claim, less any damages previously paid by Covault to you in that 12 month period. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so this limitation and exclusion may not apply to you.

You agree that Covault has set its prices and entered into this Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that they reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that they form an essential basis of the bargain between the parties.

### **14. Indemnification.**

You agree to indemnify and hold harmless Covault and its affiliates, licensors, agents, business partners and third party suppliers and providers, and our and their officers, directors, shareholders, employees, and agents, from and against any claim, demand,

or investigation, including reasonable attorneys' fees, made by any third party relating to or arising from your Content, your Campaign(s), your use of the Site or Service, your conduct, your actual or alleged breach of this Agreement, or your actual or alleged violation of any law, rule, regulation, industry standard or right of a third party in connection with your Content, Campaign(s), or use of the Site or Service. You agree to provide us with prompt written notice in the event of any such claims or actions. Covault reserves the right, at its own expense, to assume exclusive control of any matter otherwise subject to indemnification by you, but doing so will not excuse your indemnity obligations under this Agreement. In addition, you acknowledge and agree that Covault has the right to seek damages when you use the Site or the Service for unlawful purposes, in an unlawful manner, or in a manner inconsistent with the terms of this Agreement, and that such damages may include, without limitation, direct, indirect, special, incidental, cover, reliance and/or consequential damages. In the event that Covault is required to respond to a third party or law enforcement subpoena or court order that is related to your use of the Site or the Service, Covault may, in its sole discretion, require you to reimburse us for our reasonable expenses associated with complying with such subpoena or order.

## **15. Termination.**

In addition to any other rights and remedies set forth herein, we can terminate these Terms or your access to the Service (i) at any time, without prior notice and at our sole discretion, for your willful misconduct, malicious behavior, or your actual, apparent, threatened or alleged breach of Section 3 of these Terms; or (ii) your failure to make any necessary payments within ten (10) days of our written notice to you of your breach of payment obligations under these Terms. In addition, either party may terminate these Terms by written notice to the other if the other party has failed to cure a material breach within thirty (30) days of receipt of notice of such breach. Upon termination of these Terms: (i) we will cease providing you with the Service and your access to the Service shall terminate; (ii) you will return to us all copies of any documentation and any other of our confidential information in your possession; and (iii) you will immediately pay all amounts owed.

**16 Access to Information and Data.** Notwithstanding anything to the contrary herein, by using the Service and/or participating in, customizing, and/or sharing with consumers a Campaign, you agree that Covault may share with the respective Brand(s) associated with your account all information and data concerning you and your activity on or in connection with the Service, and that of your consumers, as such information and data pertains to such respective Brand(s) . In addition, Covault may show a Brand its

respective performance benchmarked against other Brand(s) using the Service. To the extent that, in connection with the Service, you receive information and/or data from a Brand or concerning the activity of a Brand (collectively, "Brand Data"), you agree that you shall hold such Brand Data in confidence and that you shall not disclose or use on another's behalf such Brand Data unless expressly permitted in writing by the Brand as to which such Brand Data relates. In addition, you agree that (i) we may use information provided by you that is generally available (such as name, address, etc.) (the "Retailer Provided Data") for its business purposes, and (ii) other than User Data that does not include Retailer Provided Data, any data or information provided, sourced, input, and/or created by us with respect to any Brand or Retailer may be freely shared and/or used by us, and as between you and us, shall be owned by us.

## **17. Copyright Policy and Takedown Procedures; Copyright Agent**

If you believe that any of the Content or materials appearing on or transmitted through the Service infringe your copyright or other intellectual property, please send a notice to us at the address specified in this section below. Your notice should contain the following: a physical or electronic signature of a person (i.e., the claimant) that is the copyright owner or authorized to act on behalf of the copyright owner; identification of the copyrighted work claimed to be infringed; identification of the content or material claimed to be infringing; a reference or link to the infringing material or activity, or the subject of the infringing activity, including information to enable us to locate that material or reference; the address, telephone number or email address of the claimant; a statement that the claimant has a good faith belief that complained of use of the material is not authorized by the copyright owner, its agent, or the law; and a statement that the information in the notice is accurate and indicating that "under penalty of perjury" the claimant is the copyright owner or authorized to act on the copyright owner's behalf. Covault maintains a policy to respond promptly to claims of copyright infringement, to remove, or disable access to, infringing material and to terminate use of our Service, or take other appropriate action, against repeat infringers. Covault's designated agent to receive notification of copyright issues relating to the Site or the Service is as follows:

Chief Executive Officer

Covault Technologies Inc.

**823 Fort St, Victoria,  
BC, Canada**

Email: [admin@covaultinc.com](mailto:admin@covaultinc.com)

Use this contact information solely for notices under this Copyright Policy. All other notices, comments, or other communications under this Agreement should be sent to the contact stated under “Communications” below.

**18 Entire Agreement.** This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No delay or omission by either party in exercising any right or remedy under this Agreement or existing at law or equity shall be considered a waiver of such right or remedy.

**19 Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of British Columbia, Canada.

**20 Full Force and Effect:** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. You agree to execute any and all documents and take any other actions reasonably required to effectuate the purposes of this Agreement.

**21 Assignment.** You may not assign any of your rights hereunder. We may assign all rights to any other individual or entity in our sole discretion.

**22 Force Majeure.** We are not liable for any default or delay in the performance of any of our obligations under this Agreement if such default or delay is caused, directly or indirectly, by forces beyond our reasonable control, including fire, flood, acts of God, labor disputes, accidents, acts of war or terrorism, interruptions of transportation or communications, supply shortages or the failure of any third party to perform any commitment relative to the production or delivery of any equipment or material required for us to perform our obligations hereunder.

**23 Attorney Fees.** In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover its costs and attorneys’ fees.

**24 Headings.** The heading of each section of this Agreement are for convenience only and have no legal or contractual effect.

**25 Third Parties; No Agency.** Except as expressly set forth in this Agreement, nothing in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective permitted successors or assigns of the parties, any rights, remedies, obligations or liabilities whatsoever. Except as expressly set forth herein, no agency, partnership, joint venture, or employment is created as a result of this Agreement, and you do not have any authority of any kind to bind us in any respect whatsoever.