



Magnifi

TERMS OF USE

Last updated: October 17, 2019

1. Contractual Relationship

These Terms of Use (“*Terms*”) govern the access or use by persons seeking knowledge services (“*Clients*”) and by independent third party knowledge providers who possess expertise and knowledge in various fields and relating to different topics, including independent third-party providers under agreement with Magnifi or certain of its affiliates (“*Providers*”), of applications, websites, content, products, and services (collectively, the “*Services*”) made available by MindShare Technologies Inc., doing business as Magnifi, a corporation established in Ontario, having its offices at 30 Wellington Street West, 5th Floor, Toronto, Ontario, M5L 1B1 (“*Magnifi*”). Clients and Providers are also hereinafter referred to as “*Users*”, and each, individually, as a “*User*”.

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES.

User’s access and use of the Services constitute User’s agreement to be bound by these Terms, which establish a binding contractual relationship between User and Magnifi. If User does not agree to these Terms, User shall not access or use the Services. These Terms expressly supersede prior agreements or arrangements between Magnifi and User. Magnifi may, in its sole discretion, change, suspend or terminate, temporarily or permanently, these Terms or the Services, your use of the Services, or any component of the Services, or any of their features, at any time, for any reason, or transition the Services to another technology platform or system without any liability to User or any other person or entity and except as may be required by applicable law.

For greater certainty, if a Provider also uses the Application (as defined below) and the Services as a client of knowledge services provided by another Provider, such Provider shall be considered a Client with respect to the receipt of such services for purposes of these Terms.

ALL USERS AGREE TO USE THE APPLICATION AND SERVICES ONLY IN ACCORDANCE WITH THESE TERMS, INCLUDING THE MAGNIFI ACCEPTABLE USE POLICY LOCATED AT [HTTPS://WWW.MAGNIFI.IO/LEGAL/](https://www.magnifi.io/legal/).

MAGNIFI MAY, IN ITS SOLE DISCRETION, SUSPEND OR TERMINATE ANY USER’S ACCESS TO THE APPLICATION AND THE SERVICES AT ANY TIME.

THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, MAGNIFI DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, MAGNIFI MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF THE SERVICES OR ANY SERVICES REQUESTED THROUGH THE USE OF THE SERVICES OR THE APPLICATION, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. MAGNIFI DOES NOT REPRESENT,



WARRANT, OR GUARANTEE THE QUALITY, SUITABILITY, SAFETY, RELIABILITY, OR ABILITY OF PROVIDERS.

USER AGREES THAT THE ENTIRE RISK ARISING OUT OF USER'S USE OF THE SERVICES, AND ANY SERVICE REQUESTED OR PROVIDED IN CONNECTION THEREWITH, REMAINS SOLELY WITH USER, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to User in connection with the applicable Services. Supplemental terms include, without limitation, Magnifi's Acceptable Use Policy located at <https://www.magnifi.io/legal/>, its Privacy and Data Protection Policy located at <https://www.magnifi.io/legal/> and its Complaint Policy located at <https://www.magnifi.io/legal/>, all of which are in addition to, and shall be deemed a part of, these Terms for the purposes of the applicable Services. Supplemental terms shall prevail over these Terms to the extent of a conflict with respect to the applicable Services.

Magnifi may in its sole discretion amend the Terms and/or any supplemental terms, or any portion thereof, in whole or in part, related to the Services from time to time. These amendments may include changes to any portion of the Services including, without limitation, the nature of the Services, and the applicable charges. In the event of an amendment, the revised Terms and/or supplemental terms, as the case may be, will be posted to the applicable Service. If User does not agree with any such amendment, User may refuse same and rescind or cancel User's use of the Services without cost, penalty or cancellation fee (provided that Providers acknowledge and agree that a month's prepaid Paid Subscription (as defined below) will not be refunded in such event). In the event these Terms and/or any supplemental terms, as the case may be, are restricted, suspended or amended, Magnifi will provide User advance notice at least 30 days before the amendment comes into effect by posting the amended Terms and/or supplemental terms, as the case may be, to the applicable Service, and where applicable, by sending User notice using any contact information that may be available to Magnifi and setting out the new clause, or the amended clause, as the case may be, and how it reads formerly, as well as the date on which the change will come into effect. User's continued access or use of the Services after such posting constitutes User's express consent to be bound by the Terms, or supplemental terms, as the case may be, as amended.

Our collection and use of personal information in connection with the Services is governed by Magnifi's Privacy and Data Protection Policy located at <https://www.magnifi.io/legal/>.

2. The Services

The Services constitute a technology platform that enables Clients to use Magnifi's mobile applications or websites provided as part of the Services (each, an "*Application*") to search for and connect, using such methods as may be available as part of the Services, which may include messaging (individual and group), live voice, video and virtual reality sessions, with Providers.

For greater certainty, these Terms apply to all Users. Unless otherwise agreed by Magnifi in a separate written agreement with Client, the Services are made available solely for Client's personal use. CLIENT ACKNOWLEDGES THAT MAGNIFI DOES NOT PROVIDE KNOWLEDGE SERVICES AND THAT ALL SUCH SERVICES ARE PROVIDED BY THE PROVIDERS WHO ARE NOT EMPLOYED BY MAGNIFI OR ANY OF ITS AFFILIATES.

2.1. License.



Subject to User's compliance with these Terms, Magnifi grants User a personal, limited, non-exclusive, non-sublicensable, revocable, non-transferrable license to: (i) access and use the Application on User's computer or personal device(s) solely in connection with User's use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for User's personal use. Any rights not expressly granted herein are reserved by Magnifi and its licensors.

2.2. Restrictions.

User may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by Magnifi; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

2.3. Provision of the Services.

Clients acknowledge that the Services may be made available by or in connection with Providers including, but not limited to, professionals who may or may not be holders of various permits, authorizations, certifications or licenses required by applicable laws. Magnifi makes no representation, warranty or guarantee that the Provider has the permits, authorizations, certifications or licenses required by applicable laws, if any. Magnifi does not confirm, and is not responsible for confirming, that Providers have permits, authorizations, certifications or licenses required by applicable laws, if any.

2.4. Third Party Services and Content.

The Services may be made available or accessed in connection with third-party services and content (including advertising) that Magnifi does not control. User acknowledges that different terms of use and privacy policies may apply to their use of such third party services and content. Magnifi does not endorse such third party services and content and in no event shall Magnifi be responsible or liable for any products or services of such third party services. Additionally, Apple Inc., Google, Inc., and/or their applicable international subsidiaries and affiliates will be third-party beneficiaries to this contract if User accesses the Services using Applications developed for Apple iOS and Android mobile devices, respectively. These third-party beneficiaries are not parties to these Terms and are not responsible for the provision or support of the Services in any manner. User's access to the Services using these devices and Applications is subject to the terms set forth in the applicable third-party beneficiary's terms of service.

2.5. Ownership.

The Services and all rights therein are and shall remain Magnifi's sole property or the property of its licensors. Neither these Terms nor User's use of the Services convey or grant to User any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner Magnifi's company and business names, logos, product and service names, trademarks or service marks or those of its licensors.

2.6. Termination.



User acknowledges and agrees that Magnifi may, in its sole discretion, change, suspend or terminate, temporarily or permanently, the User's Account (as defined below) or any request for knowledge services at any time, for any reason, without liability to User or any other person or entity. Client may, if permitted by Magnifi, elect to cancel a request for knowledge services, if such cancellation occurs more than 24 hours before the knowledge services are scheduled. Cancellation by a Client 24 hours or less before the knowledge services are scheduled will result in a US\$20 fee for the missed appointment ("*Cancellation Charge*"). Client hereby acknowledges and agrees to pay such Cancellation Charge.

3. Use of the Services

3.1. Accounts.

In order to use the Services, User must register for and maintain an active Services account ("*Account*"). User must be at least 18 years of age, or the age of legal majority in User's jurisdiction (if higher than 18), to obtain an Account. Account registration requires User to submit to Magnifi certain personal information, such as User's name, address, mobile phone number and age, as well as at least one valid payment method (either a credit card or accepted payment partner and in the case of Providers, account information to receive payment). User agrees to maintain accurate, complete, and up-to-date information in User's Account. User's failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in User's inability to access and use the Services or Magnifi's termination of the User's Account. User is solely responsible for all activity that occurs under User's Account, and User agrees to maintain the security and secrecy of User's Account username and password at all times. Unless otherwise permitted by Magnifi in writing, User may only have one Account.

If User has registered for an Account, it is User's sole and absolute responsibility to keep User's password and other Account information confidential and secure. In the event that User's password and/or Account are used without User's consent or that User discovers any other breach of security, User agrees to promptly notify Magnifi at support@magnifi.io. Magnifi is not responsible for User's failure to comply with this clause, or for any delay in closing User's Account after User has reported a breach of security to Magnifi. User is solely responsible for any and all activities which occur under User's Account.

3.2. Requirements and Conduct.

Users agree to comply with the Magnifi Acceptable Use Policy found at <https://www.magnifi.io/legal/>. The Services are not available for use by persons under the age of 18, or the age of legal majority in User's jurisdiction (if higher than 18). User may not authorize third parties to use User's Account. User may not assign or otherwise transfer User's Account to any other person or entity. User agrees to comply with all applicable laws at all times when using the Services, and User may only use the Services for lawful purposes. The requirement to comply with applicable laws in these Terms includes, without limitation, with respect to a Provider, ensuring that the Provider is fully compliant with the laws applicable in its jurisdiction as well as the jurisdiction of the User to whom it provides knowledge services. In certain instances, User may be asked to provide proof of identity to access or use the Services, and User agrees that User may be denied access to or use of the Services if User refuses to provide proof of identity.

3.3. Receipt of Emails.

By creating an Account, User agrees that the Services may send User informational emails as



part of the normal business operation of User's use of the Services. User may opt-out of receiving emails from Magnifi at any time by sending an email to support@magnifi.io indicating that User no longer wishes to receive such messages, along with the applicable email address, or by using the unsubscribe mechanism included in such emails. User acknowledges that opting out of receiving emails may impact User's use of the Services.

3.4. User Provided Content.

The Services permit Providers to submit, upload, publish or otherwise make available messages, audio, and/or visual content and information to Clients. The Services may also permit Clients to provide commentary and feedback related to the Services, the initiation of support requests, and submission of entries for competitions and promotions. The content described in this section, whether provided by Providers or Clients is collectively "*Content*". Except as otherwise expressly agreed by Users, no rights in any Content provided by Users are transferred to another User.

User grants to Magnifi a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, to use, reproduce, copy, modify, translate, create derivative works of, distribute, publicly display, publish, publicly perform, and otherwise exploit in any manner such Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and Magnifi's business and on third-party sites and services), without further notice to or consent from User, and without the requirement of payment to User or any other person or entity. Further, User hereby waives all moral rights in and to all such Content in favour of Magnifi and anyone authorized by Magnifi to reproduce or otherwise use such Content.

User represents and warrants that: (i) User is the sole and exclusive owner of the Content it provides or User has all rights, licenses, consents and releases necessary to make the Content available to Users and to grant to Magnifi the license to the Content as set forth above; and (ii) neither the Content nor User's submission, uploading, publishing or otherwise making available of such Content nor Magnifi's use of the Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

User agrees to comply with the Magnifi Acceptable Use Policy and, without limiting the scope of the Magnifi Acceptable Use Policy, shall not provide or make available Content that is defamatory, libelous, intimidating, hateful, violent, dangerous, obscene, indecent, pornographic, discriminatory, or otherwise offensive, as determined by Magnifi in its sole and absolute discretion, whether or not such material may be protected by law. Magnifi may, but shall not be obligated to, review, monitor, or remove Content, and/or ask User to remove their Content, at Magnifi's sole discretion and at any time and for any reason, without notice to User.

Magnifi does not guarantee the confidentiality of any communications made by User through the Application. Although Magnifi generally adheres to the accepted industry practices in securing the transmission of data to, from and through the Application or the Services, User understands, agrees and acknowledges that Magnifi cannot and does not guarantee the security of data transmitted over the Internet or public networks in connection with User's use of the Application or the Services.

3.5. Network Access and Devices.

User is responsible for obtaining the data network access necessary to use the Services. User's mobile network's data and messaging rates and fees will apply if User accesses or uses the Services from a wireless-enabled device and User shall be solely responsible for such rates



and fees. User should consult its carrier for details. User is responsible for acquiring/downloading and updating compatible hardware or devices necessary as well as operating system software to access and use the Services and Application and any updates thereto. Magnifi does not guarantee that the Application, the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Application or the Services may be subject to malfunctions and delays occurring in association with the use of the Internet and electronic communications.

3.6. Breach of Terms.

Without limiting any other right that Magnifi may have as set out in these Terms, if User breaches any provision of these Terms, then User shall no longer be entitled to use the Application and the Services or any component thereof. Magnifi may, in its sole discretion, change, suspend or terminate, temporarily or permanently, the Application, the Services or any component thereof or any of its features at any time, or terminate User's use of the Application, the Services or these Terms, for any reason, without any notice or liability to User or any other entity. If these Terms or User's permission to use the Application and Services is terminated by Magnifi for any reason, the agreement formed by User's acceptance of these Terms will nevertheless continue to apply and be binding upon User in respect of its prior use of the Application and Services and anything relating to or arising from such use. If User is dissatisfied with the Application or Services or any component of the Application or Services or any knowledge services provided by Providers, then User's sole and exclusive remedy is to discontinue using the Application and Services. Without limiting the generality of the foregoing, the following sections shall survive termination or expiry of these Terms: 6 (Disclaimers; Limitation of Liability; Indemnity).

4. Appointments / Scheduled Meetings

When a provider receives a meeting request from a Client, the Provider will be required to either confirm or reject the request within 24 hours of when the request is made or the request will be automatically cancelled. When a meeting is requested with a Provider via the website, Application and Services, Magnifi will share with the Provider: (i) the name of the Client who has requested the meeting; and (ii) a link to the Client's profile page, so that Provider can view this information before confirming or rejecting the meeting. When a Provider confirms a meeting they have the option to amend the method of payment and invite additional guests to the meeting. Magnifi will send the Provider and Client an email and notification via the Application confirming such booking, depending on the selections you make via the website, Application and Services.

5. Payments

5.1. Client's Payment Terms.

Client understands that Client's use of the Application and Services will result in charges and fees to Client including for the services Client receives from a Provider, which include the Client Fee (as described below), any Cancellation Charges and any other applicable fees and charges (collectively, "*Charges*") and Client agrees to pay such Charges. Magnifi conducts a pre-authorization of Client's credit card or accepted payment partner account prior to the commencement of each session between a Provider and a Client. Charges for services that Client receives from a Provider are set by the Provider and quoted in each listing on a per-minute or flat fee basis in US Dollars. Client acknowledges that it is Providers, and not Magnifi, who set the per-minute or flat fee Charge rates. Provider may, in Provider's sole discretion, give Clients free communication using the Application. Magnifi agrees to facilitate Client's payment



of the applicable Charges on behalf of the Provider as Provider's limited payment collection agent. Client authorizes Magnifi to charge the Charges and payment of the Charges in such manner shall be considered the same as payment made directly by Client to the applicable Provider. Charges paid by Client are final and may only be partially or fully refundable in certain circumstances determined by Magnifi in its sole discretion. Magnifi may charge interest on any unpaid amounts at a rate specified by Magnifi.

Users acknowledge that Magnifi uses Stripe as a payment provider and that Stripe may charge Users certain fees or charges directly on account of the processing of payments in connection with the use of the Services. Users agree to pay all of such fees and charges in accordance with Stripe's posted fee and charge payment terms.

All Charges are due immediately and payment will be facilitated by Magnifi using the credit card or payment partner account designated in Client's Account, after which Magnifi will send Client a receipt by email. If Client's credit card is determined to be expired, invalid or otherwise not able to be charged, or if Client's payment partner account is determined to be inoperative, Client agrees that Magnifi may, as Provider's limited payment collection agent, use another payment method in Client's Account, if available.

Magnifi reserves the right to establish, remove and/or revise Charges for any or all knowledge services obtained through the use of the Services at any time in Magnifi's sole discretion.

5.2. Provider's Payment Terms.

Providers are entitled to charge a fee for each instance of completed services provided to a Client that are obtained via the Services plus any applicable taxes ("*Client Fee*"). Provider acknowledges and agrees that the Client Fee is the only payment that the Provider will receive in connection with the provision of knowledge services. Provider may only charge a Client Fee as may be permitted by applicable law. Provider: (i) appoints Magnifi as Provider's limited payment collection agent solely for the purpose of accepting the Client Fee from the Client on Provider's behalf via the payment processing functionality facilitated by the Services; and (ii) agrees that payment made by a Client to Magnifi (or to an affiliate or service provider of Magnifi acting as an agent of Magnifi) shall be considered the same as payment made directly by Client to Provider. The Client Fee that the Provider sets and charges for the knowledge services must be in accordance with applicable law, as well as any restrictions or requirements communicated to Provider or posted on the Magnifi website or otherwise posted on the Services, including certain minimum charges.

In consideration of Magnifi's provision of the Services for Provider's use and benefit hereunder, Providers agree to pay Magnifi on a per meeting basis or on a monthly subscription service fee basis ("*Paid Subscriptions*") (in each case, the "*Service Fee*") that is billed to Providers by Magnifi based on the Charges set forth on the Provider's order form. The Service Fee is calculated as a percentage of the Client Fee, and will be such percentage as disclosed by Magnifi to Provider via email or otherwise made available electronically by Magnifi from time to time together with all applicable taxes. If no Service Fee percentage has been communicated in writing by Magnifi to Provider, it shall be deemed to be nine percent (9%) of the Client Fee with respect to services performed on a per meeting basis and three and one half percent (3.5%) of the Client Fee where the Provider is on a monthly Paid Subscription plan. Magnifi will conduct a pre-authorization of Provider's credit card or accepted payment partner account when a Provider signs up for the monthly Paid Subscription plan.

In the case of a Provider who is connected on Magnifi through a company or other entity which is the Magnifi Account holder, all fees paid or received in connection with the Services are paid



to or received from the connected company or other entity.

Magnifi reserves the right to change the Service Fee at any time and Magnifi will provide Provider with notice in the event of such change. Continued use of the Service after such change in the Service Fee calculation shall constitute Provider's consent to such change.

Magnifi may withhold from any amounts payable to Providers as may be required by applicable law.

5.3. Trials

From time to time, we or others on our behalf may offer trials of Paid Subscriptions for a specified period without payment or at a reduced rate (a "*Trial*"). Magnifi may determine your eligibility for a Trial and withdraw or modify a Trial at any time without prior notice and with no liability, to the extent permitted under applicable law.

In some cases, we will require you to provide your payment details to start the Trial. By providing such details you agree that we will conduct a pre-authorization of your credit card or accepted payment partner account and begin charging you for your Paid Subscription on the first day following the end of the Trial on a recurring monthly basis or another interval that we will disclose to you in advance. IF YOU DO NOT WANT THIS CHARGE, YOU MUST CANCEL THE APPLICABLE PAID SUBSCRIPTION BEFORE THE END OF THE TRIAL BY CLICKING HERE IF YOU SIGNED UP FOR THE TRIAL THROUGH MAGNIFI, OR, IF YOU RECEIVED YOUR TRIAL THROUGH A THIRD PARTY, YOU MUST CANCEL THE APPLICABLE PAID SUBSCRIPTION THROUGH THE THIRD PARTY.

Provider acknowledges and agrees that Provider is required to: (i) complete all tax registration obligations and calculate and remit all taxes related to Provider's provision of knowledge services to Clients as required by applicable law; and (ii) provide Magnifi with all relevant tax information. Provider further acknowledges and agrees that Provider is responsible for the payment of all taxes on Provider's own income arising from the performance of the knowledge services and receipt of payment for such services. Notwithstanding anything to the contrary in these Terms, Magnifi may in its sole discretion based on applicable tax and regulatory considerations, collect and remit taxes resulting from Provider's provision of knowledge services and/or provide any of the relevant tax information Provider has provided pursuant to the foregoing requirements in this Section directly to the applicable government tax authorities on Provider's behalf or otherwise.

6. Disclaimers; Limitation of Liability; Indemnity.

6.1. LIMITATION OF LIABILITY.

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MAGNIFI OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, THIRD-PARTY SERVICE PROVIDERS, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST REVENUE, LOST DATA, PERSONAL INJURY OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, THE APPLICATION OR OTHERWISE ARISING IN CONNECTION WITH THESE TERMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT INCLUDING NEGLIGENCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MAGNIFI AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES,



AGENTS, SERVICE PROVIDERS, CONTRACTORS, AND LICENSORS SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) USER'S USE OF OR RELIANCE ON THE SERVICES OR USER'S INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONTENT PROVIDED BY ANY USER INCLUDING, WITHOUT LIMITATION, ANY USE OF OR RELIANCE ON SUCH CONTENT, AND/OR ANY ERRORS OR OMISSIONS IN SUCH CONTENT; OR (iii) ANY TRANSACTION OR RELATIONSHIP BETWEEN CLIENT AND ANY PROVIDER, EVEN IF MAGNIFI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE FORGOING, MAGNIFI SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND MAGNIFI'S REASONABLE CONTROL. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF MAGNIFI OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, OR LICENSORS TO USER FOR ALL DAMAGES, LOSSES, CAUSES OF ACTION OR OTHER AMOUNTS EXCEED AN AGGREGATE OF \$100 EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT INCLUDING NEGLIGENCE.

MAGNIFI'S SERVICES MAY BE USED BY CLIENTS TO SEARCH FOR AND CONNECT WITH PROVIDERS, BUT CLIENTS AGREE THAT MAGNIFI HAS NO RESPONSIBILITY OR LIABILITY TO THEM RELATED TO ANY KNOWLEDGE SERVICES PROVIDED TO THEM BY PROVIDERS. CLIENT'S RELIANCE ON ANY INFORMATION OBTAINED FROM OR THROUGH THE APPLICATION OR SERVICES IS SOLELY AT CLIENT'S OWN RISK. COMMENTS OR OPINIONS EXPRESSED ON THE APPLICATION OR SERVICES ARE THOSE OF THE RESPECTIVE USER ONLY. COMMENTS OR OPINIONS EXPRESSED ON THE SERVICES OR IN ANY CONTENT DO NOT NECESSARILY REPRESENT OR REFLECT THE VIEWS OF MAGNIFI. MAGNIFI IS NOT RESPONSIBLE FOR, AND DISCLAIMS ALL LIABILITY IN RELATION TO, ANY AND ALL CONTENT POSTED, UPLOADED OR OTHERWISE SUBMITTED TO OR THROUGH THE APPLICATION AND SERVICES.

CLIENTS ACKNOWLEDGE AND AGREE THAT THEY ARE SOLELY RESPONSIBLE FOR ANY AGREEMENT MADE BETWEEN A PROVIDER AND A CLIENT, AS WELL AS ANY KNOWLEDGE SERVICES THE PROVIDER PROVIDES. MAGNIFI IS NOT LIABLE IN ANY WAY FOR ANY AGREEMENT MADE BETWEEN A PROVIDER AND A CLIENT OR FOR THE ENFORCEMENT OF SUCH AGREEMENT, INCLUDING, BUT NOT LIMITED TO, IN ANY AGREEMENTS IN RELATION TO THE FEES AND USAGE OF THE SERVICES IN ANY WAY OTHER THAN AS OFFERED OR SUGGESTED BY MAGNIFI. MAGNIFI MAKES AVAILABLE AN ONLINE PLATFORM OR MARKET NETWORK WITH RELATED TECHNOLOGY FOR CLIENTS AND PROVIDERS TO MEET ONLINE AND ARRANGE FOR THE PROVISION OF KNOWLEDGE SERVICES WITH EACH OTHER. MAGNIFI IS NOT A KNOWLEDGE SERVICE PROVIDER AND IS NOT RESPONSIBLE FOR THE KNOWLEDGE SERVICES. UNLESS EXPLICITLY SPECIFIED OTHERWISE IN THE MAGNIFI PLATFORM, MAGNIFI'S RESPONSIBILITIES ARE LIMITED TO FACILITATING THE AVAILABILITY OF THE SITE, APPLICATION AND SERVICES.

WITHOUT LIMITING ANY OTHER PROVISION(S) OF THESE TERMS, USER ACKNOWLEDGES AND AGREES THAT MAGNIFI HAS NO OBLIGATION WHATSOEVER UNDER THESE TERMS OR OTHERWISE TO CORRECT ANY DEFECTS OR ERRORS IN THE SERVICES OR ANY COMPONENT THEREOF, REGARDLESS OF WHETHER USER INFORMS MAGNIFI OF SUCH DEFECTS OR ERRORS OR MAGNIFI OTHERWISE IS OR BECOMES AWARE OF SUCH DEFECTS OR ERRORS.

THE LIMITATIONS AND DISCLAIMERS IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER A CLIENT'S RIGHTS AS A CONSUMER THAT CANNOT BE



EXCLUDED UNDER APPLICABLE LAW.

6.2. Certain Additional Representations, Warranties, Covenants and Indemnities of Clients and Providers.

Provider represents, warrants and covenants that Provider holds and will continue to hold so long as it provides knowledge services through the Services, all required permits, authorizations, certifications or licenses required by applicable laws to provide the knowledge services to Clients. Provider agrees to indemnify and hold Magnifi and its officers, directors, employees, affiliates, agents, service providers and contractors harmless from (and at Magnifi's request, defend) any and all claims, demands, losses, liabilities and expenses (including legal fees) arising out of or in connection with: (i) Provider's breach of this representation and warranty or of these Terms, whether through negligence or otherwise; or (ii) Provider's violation of the rights of any Client.

Client represents, warrants and covenants that: (i) Client is at least 18 years old and has reached the age of majority in Client's jurisdiction of residence; (ii) Client possesses the legal authority to create a binding legal obligation; (iii) Client will use the Services in accordance with these Terms and applicable laws; (iv) all information supplied by Client on the Application or through use of the Services of the Services is true, accurate, current and complete; and (v) if Client is accessing or using the Application on behalf of another person or corporate entity, Client represents and warrants that Client has the authority to do so and to bind such person or entity to these Terms.

Without limiting the generality of the foregoing, Client agrees to indemnify and hold Magnifi and its officers, directors, employees, affiliates, agents, service providers and contractors harmless from (and at Magnifi's request, defend) any and all claims, demands, losses, liabilities, and expenses (including legal fees) arising out of or in connection with: (i) Client's use of and or reliance on the Services or knowledge services obtained through Client's use of the Services; (ii) Client's breach or violation of the foregoing representation and warranty or of these Terms, whether through negligence or otherwise; (iii) Magnifi's use of Client's Content; (iv) Client's violation of the rights of any third party; (v) Client's violation of the rights of any Provider; or (vi) Client's breach or violation of any applicable law.

7. Governing Law; Arbitration.

Except as otherwise set forth in these Terms and except with respect to individual residents of Quebec, these Terms shall be exclusively governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, excluding its rules on conflicts of laws.

To the maximum extent permitted by law and except with respect to individual residents of Quebec, any dispute, conflict, claim or controversy arising out of or broadly in connection with or relating to the Services or these Terms, including those relating to its formation, validity, application, performance, breach, termination or its construction or its enforceability (a "Dispute") shall be determined by a sole arbitrator (the "Arbitrator") under the *Arbitration Act, 1991* (Ontario) (the "*Arbitration Act*"). The Arbitrator will be any person on whom the parties can agree. If the parties cannot agree, the Arbitrator will be appointed by a judge of the Superior Court of Justice of Ontario on the application of any party on notice to all the other parties. No individual will be appointed as Arbitrator unless he or she agrees in writing to be bound by the provisions of this Section. The laws of Ontario and the federal laws of Canada applicable therein will apply to the substance of all Disputes. The arbitration will take place in the City of Toronto unless otherwise agreed in writing by the parties. The language to be used in the arbitration will



be English. The Arbitrator will have the right to determine all questions of law and jurisdiction, including questions as to whether a Dispute is arbitrable, and will have the right to grant legal and equitable relief including injunctive relief and the right to grant permanent and interim injunctive relief, and final and interim damages awards. The Arbitrator will also have the discretion to award costs, including reasonable legal fees and expenses, reasonable experts' fees and expenses, reasonable witnesses' fees and expenses pre-award and post-award interest and costs of the arbitration, provided that the Arbitrator will not make an award of costs on a distributive basis. The parties desire that any arbitration should be conducted in strict confidence and that there will be no disclosure to any person or entity of the existence or any aspect of a Dispute except as is necessary for the resolution of the Dispute. All matters relating to, all evidence presented to, all submissions made in the course of, and all documents produced in accordance with, an arbitration under this Section 6, as well as any arbitral award, will be kept confidential and will not be disclosed to any person or entity without the prior written consent of all the parties except as required by applicable laws, or by an order of an Arbitrator. Except as required by applicable laws, all awards and determinations of the Arbitrator will be final and binding on the parties, and there will be no appeal of any such award or determination on any grounds. Prior to the appointment of the Arbitrator, the parties may apply to the courts for interim relief. A request for interim relief by a party to a court will not be considered to be incompatible with this Section 6 or as a waiver of this provision.

8. Other Provisions

8.1. Claims of Copyright Infringement.

Any claims of copyright infringement shall be sent to Magnifi's designated agent. Please visit Magnifi's web page at <https://www.magnifi.io/legal/> for the designated agent's address and additional information.

8.2. Notice.

Magnifi may give notice by means of a general notice on the Services, electronic mail to User's email address in User's Account, or by written communication sent to a User's address as set forth in User's Account. User may give notice to Magnifi by written communication to Magnifi's address at 30 Wellington Street West, 5th Floor, Toronto, Ontario, M5L 1B1.

8.3. General.

These Terms may not be assigned by User in whole or in part, without Magnifi's prior written consent. Any permitted assignment shall not relieve User of User's obligations hereunder. Magnifi may, without prior notice and without consent, assign these Terms to any third party. User gives User's approval to Magnifi for it to assign these Terms, in whole or in part, including without limitation to: (i) a subsidiary or affiliate; (ii) an acquirer of Magnifi's equity, business or assets; or (iii) a successor by amalgamation, merger or other business combination. Upon any such assignment by Magnifi, the assignee shall assume all of the rights, obligations and liabilities of Magnifi and Magnifi shall be fully released.

These Terms shall not be construed to and do not create a relationship of agency, partnership, employment or joint venture. Clients and Providers shall not have the authority to bind Magnifi without the prior written consent of Magnifi. For greater certainty, without limiting the generality of the foregoing, Clients and Providers are prohibited from executing any document on behalf of Magnifi. The inclusion of portions of these Terms in Providers' arrangements with Clients shall not create a contractual relationship between Clients, Providers and Magnifi with respect to the knowledge services delivered by Providers to Clients.



If any provision, or portion thereof, of these Terms is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions of these Terms, and each provision, or portion thereof, is hereby declared to be separate, severable and distinct.

A waiver by Magnifi of any provision of these Terms shall only be valid if provided in writing and shall only be applicable to the specific incident and occurrence so waived. The failure by Magnifi to insist upon the strict performance of these Terms, or to exercise any term hereof, shall not act as a waiver of any right, promise or term, which shall continue in full force and effect.

No single or partial exercise of any right or remedy under these Terms shall preclude any other or further exercise of any other right or remedy in these Terms or as provided at law or in equity. Rights and remedies provided in these Terms are cumulative and not exclusive of any right or remedy provided at law or in equity.

These Terms, together with any documents referenced herein, shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall replace all prior promises or understandings, oral or written.

To the extent Magnifi translates these Terms into other languages for Users' convenience or as required by applicable law, the English version governs a User's relationship with Magnifi, and any inconsistencies among the different versions will be resolved in favour of the English version. The parties expressly wish that these Terms and any related documents be drafted and executed in English. *C'est la volonté expresse des parties que les conditions, la politique et tous les documents qui s'y rattachent soient rédigés et signés en anglais.*