

END USER LICENSE AGREEMENT

This End User License Agreement (the “**Agreement**”) governs the access and use by you (“**you**”) of the Alba 365 App ALBA365 (the “**App**”) provided by Alba 365 Software Corporation (“**Alba 365**”) through the Apple App Store, Google Play or other platform authorized by Alba 365 (“**App Stores**”), and any content and materials provided by Alba 365 through the App (together with the App, the “**Services**”). By clicking the “Accept” button [**check the “Accept” box**], you (a) accept this Agreement and agree to be bound by its terms; and (b) represent and warrant that (i) you are of legal age to enter into a binding agreement; and (ii) if you are acting on behalf of a corporation or other legal entity, you have the right, power and authority to enter into this Agreement on behalf of such legal entity and bind it to the terms herein. If you do not accept the terms of this Agreement, Alba 365 will not and does not provide any Services to you and you must not download or use the App.

1. LICENSE GRANT AND RESTRICTIONS

1.1 **Account.** You must create a user account to use the Services. You represent that all account information provided by you is true and accurate, and you agree to update such information as necessary to maintain its truth and accuracy. You shall be responsible for maintaining the confidentiality of your login credentials, and shall use all reasonable efforts to prevent unauthorized access to or use of the Services. You shall be solely liable to Alba 365 for all use of your account, whether or not authorized by you. You agree to notify Alba 365 immediately in the event of any unauthorized use of your account.

1.2 **Limited License.** Subject to and conditioned on your strict compliance with all terms and conditions set forth in this Agreement, Alba 365 hereby grants to you a personal, limited, non-exclusive, revocable and non-transferable license (without right to sublicense) during the Term to download, install, access and use the Services on devices supported by the applicable App Store solely for non-commercial purposes.

1.3 **Restrictions.** You shall not and shall not permit any other party to: (i) sell, rent, assign, distribute or otherwise make available the Services to any third party; (ii) modify or create derivative works of the Services, or any part thereof; (iii) copy or reproduce the Services, in whole or in part, including any materials contained in or generated through the use of the Services; (iv) remove any copyright or other proprietary rights notices, including any references to Alba 365’s name, contained in or on the Services; (v) reverse engineer, decompile, disassemble or otherwise attempt to derive or gain access to the source code for the Services; (vi) use the Services in any manner that could damage, disable, overburden or impair Alba 365’s systems, or interfere with any other user’s data or their ability to use the Services; (vii) introduce any kind of malware, including viruses, worms, Trojan horses or other harmful code that may damage the operation of the Services or Alba 365’s systems; (viii) bypass or breach any security feature or protection used for or contained in the Services; (ix) attempt to gain access to other users’ accounts or data; (x) attempt a “denial of service” attack of any kind; (xi) use the Services to transmit spam, junk email or other unsolicited email of any kind; or (xii) use the Services in violation of any applicable law.

1.4 **Export Control.** You shall not and shall not permit any other person to export, re-export, release, directly or indirectly, any Services or other technology made available to you by Alba 365 to any country, jurisdiction or person to which the export, re-export or release of such Services (a) is prohibited by applicable law or (b) without first completing all required undertakings (including without limitation obtaining any necessary export licence or other governmental approval).

2. THIRD PARTY TERMS

2.1 **Apple App Store.** If the App is provided to you for download through the Apple Inc. (Apple Inc. together with all of its affiliates, “**Apple**”) App Store, the following terms and conditions shall apply: (i) Alba 365 and you acknowledge that this Agreement is concluded between Alba 365 and you, and not with Apple, and that, as between Alba 365 and Apple, Alba 365 is solely responsible for the App and the content thereof; (ii) notwithstanding anything to the contrary hereunder, you may use the App only on an Apple-branded product or device that runs iOS and as permitted by the “Usage Rules” set forth in the Apple Media Services Terms of Service; (iii) Alba 365 and you acknowledge that Apple has no obligation whatsoever to furnish any maintenance or support services with respect to the App; (iv) in the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App (if any) to you. Except for the foregoing, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Alba 365 to the extent required by this Agreement; (v) Alba 365 and you acknowledge that Apple is not responsible for addressing any claims of you or any claims of any third party relating to the App or your possession and use of the

App, including but not limited to: (A) product liability claims; (B) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (C) claims arising under consumer protection or similar legislation; (vi) Alba 365 and you acknowledge that, in the event of any third party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, Alba 365 will be solely responsible for the investigation, defense, settlement and discharge of such intellectual property infringement claim to the extent required by this Agreement, and Apple will have no responsibility for the foregoing; (vii) you represent and warrant that: (A) you are not located in any country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties; (viii) you may contact Alba 365 regarding any questions, complaints or claims with respect to the App at the contact information set out in Section 9.6, below; (ix) you must comply with all applicable third party terms of agreement when using the App; and (x) Alba 365 and you acknowledge that Apple is a third party beneficiary to this Agreement and, upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof. To the extent that this Section 2.1 is inconsistent with any other terms of this Agreement, this Section 2.1 will prevail.

2.2 **In-App Purchases.** Alba 365 may from time to time offer additional products and services for purchase (each an "**In-App Purchase**") through the App Stores. If you choose to make an In-App Purchase, your account with the applicable App Store ("**App Store Account**") will be charged for the In-App Purchase in accordance with: (i) the terms provided to you at the time of the purchase, and (ii) the general terms for In-App Purchases that apply to your App Store Account. Depending on where you are located, you may be charged sales tax by the App Store. Please refer to the terms of your App Store Account which apply to In-App Purchases for more information, including details regarding billing and cancellation of any In-App Purchase.

3. INTELLECTUAL PROPERTY & LICENSE GRANT

3.1 **Services.** Except for your limited right to access and use the Services as expressly set out in this Agreement, all rights, title and interest in and to the Services are and shall remain the exclusive property of Alba 365 and its third party licensors, if any. The Services are protected by copyright, trademark and other intellectual property laws, and international treaty provisions. Intellectual property rights in any third party materials supplied with or embedded in the Services shall remain the property of the third party suppliers, and you obtains only a limited right to use the third party materials in conjunction with the Services.

3.2 **You Content.** You retain ownership of all information and content that you upload, publish, transmit, link to or otherwise make available through the Services ("**Your Content**"). You grant to Alba 365 a non-exclusive, royalty-free, perpetual, irrevocable, transferable, worldwide license, with the right to sublicense, to produce, reproduce, modify, publish, translate, create derivative works from, distribute, perform, transmit, display and otherwise use Your Content for the purpose of providing the Services to you. To the extent that Your Content constitutes Feedback, Alba 365's use of such Feedback shall be governed by the license granted under Section 3.3. You are solely responsible for Your Content. If you are posting Your Content belonging to or generated by or on behalf of a third party, you represent and warrant that you are authorized to act on behalf of that third party and to bind them to this Agreement.

3.3 **Feedback.** You are encouraged to provide feedback, comments and suggestions, including (but not limited to) usability, error and bug reports (collectively, "**Feedback**") regarding the Services; provided that you shall not publish or otherwise disclose any Feedback to anyone, other than to Alba 365, without Alba 365's express prior written consent, unless otherwise permitted by the functionalities of the Services. Any Feedback can be sent to Alba 365 at app@alba365.com, or by using the Services' integrated submission form. You agree that Alba 365 shall have no obligations of confidentiality regarding any Feedback, and further agree that Alba 365 shall have a worldwide, perpetual, irrevocable, unrestricted, unlimited and fully paid-up right and license to copy, modify, publish, disclose, distribute, license, create derivative works of and otherwise use any Feedback or any ideas or materials contained in or resulting from any Feedback, for any purpose. YOU EXPRESSLY UNDERSTAND AND AGREE THAT ANY AND ALL FEEDBACK IS PROVIDED VOLUNTARILY, WITHOUT EXPECTATION OF ATTRIBUTION, RECOGNITION OR COMPENSATION OF ANY KIND.

4. INFORMATION & PRIVACY

4.1 **Technical Information.** Alba 365 may collect and store information regarding use of the Services and about devices on which the App is installed by means of providing maintenance and support services and security measures included in the App. You agree that Alba 365 may use such information for any purpose related to any use of the Services by you, including but not limited to: (i) improving the performance of the Services or developing updates; and (ii) verifying compliance with the terms of this Agreement and enforcing Alba 365's rights, including all intellectual property rights in and to the Services.

4.2 **Personal Information.** During the course of your use of the Services, Alba 365 will collect certain personally identifiable information from you. Alba 365 will collect, use, disclose and protect such personal information in accordance with its Privacy Policy available at ALBA365 website, as amended from time to time (the "**Privacy Policy**"). The Privacy Policy is hereby incorporated by reference into this Agreement.

5. **TERM & TERMINATION**

5.1 **Term.** This Agreement shall commence on the date on which you accept this Agreement, and shall continue until terminated in accordance with Section 5.2 (the "**Term**").

5.2 **Termination.** You may terminate this Agreement by ceasing to use the Services and removing all copies of the App from your devices. Alba 365 may terminate this Agreement, effective upon written notice to you, if you materially breach this Agreement and such breach is incapable of cure or being capable of cure, remains uncured 15 days after Alba 365 provides written notice thereof.

5.3 **Effect of Termination.** Upon termination of this Agreement, your rights to use the Services shall terminate and you shall immediately discontinue use of the Services and shall, within five days, delete all documentation and other associated materials from your devices. Following termination, Alba 365 may delete Your Content from its systems. Termination of this Agreement shall not absolve you from any liability resulting from a breach of this Agreement. The provisions of Sections 2, 3, 4.2, 5.2, 6, 7, 8 and 9 shall survive the termination of this Agreement, and shall continue to bind the parties, their successors, heirs and assigns.

6. **USER LIABILITY**

You shall be solely responsible for, and shall hold Alba 365 and its directors, officers, employees, agents and contractors harmless from any loss, damage or liability arising in connection with: (i) your use of the Services and all Your Content and other material transmitted, posted, received or created through the App, even if transmitted, posted, received or created by a third party; and/or (ii) any breach by you of any of the terms and conditions of this Agreement.

7. **DISCLAIMER OF WARRANTY AND LIABILITY**

7.1 YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALBA 365 AND ITS THIRD PARTY SUPPLIERS HEREBY DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, WHETHER ARISING UNDER STATUTE, FROM A COURSE OF DEALING, USAGE, CUSTOM OF THE TRADE OR OTHERWISE, REGARDING THE SERVICES PROVIDED OR FAILED TO BE PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCESSIBILITY, ACCURACY OR COMPLETENESS OF DATA, PRIVACY OF FILES OR SECURITY.

7.2 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ALBA 365 BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF GOODWILL, DAMAGES FOR LOSS, CORRUPTION OR BREACHES OF DATA OR PROGRAMS, SERVICE INTERRUPTIONS OR PROCUREMENT OF SUBSTITUTE SERVICES, EVEN IF ALBA 365 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, ALBA 365'S AGGREGATE LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO ALBA 365 FOR THE SERVICES.

7.3 YOU AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN SECTION 7.2 ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT, WITHOUT WHICH ALBA 365 WOULD NOT HAVE ENTERED INTO THIS AGREEMENT AND/OR AGREED TO PROVIDE THE SERVICES UNDER THE CURRENT TERMS.

7.4 Because the laws of some locations do not allow certain limitations and/or exclusions of liability, the above limitations or exclusions may not apply to all users.

8. JURISDICTION AND VENUE

8.1 **Governing Law.** This Agreement shall be subject to and governed by the laws of the Province of British Columbia, Canada and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the Province of British Columbia, Canada. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly excluded.

8.2 **Choice of Forum.** Any legal suit, action, litigation or proceeding of any kind whatsoever in any way arising out of, from or relating to this Agreement shall be instituted in a court of competent jurisdiction in Vancouver, BC, Canada, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation or proceeding. Each party agree that a final judgment in any such suit, action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

9. GENERAL PROVISIONS

9.1 **Entire Agreement; Modifications.** This Agreement[, including the Privacy Policy,] sets forth the entire agreement between you and Alba 365 respecting its subject matter, and expressly supersedes all prior agreements and understandings, oral and written, between the parties related to such subject matter. Alba 365 may change or modify portions of this Agreement from time to time. Alba 365 will notify you of any changes to this Agreement by prominently posting notice of the changes on the App, by email, or by other form of notice to you. Your continued use of the Services following the posting or notice of such change means that you agree to and accept the Agreement as amended. If you do not agree to any modification of this Agreement, you must immediately stop using the Services.

9.2 **Independent Contractors.** The parties are independent contractors. Nothing contained in this Agreement shall be deemed to constitute either party or its personnel as a partner, joint venturer, employee or agent of the other party for any purpose.

9.3 **No Assignment.** This Agreement, and all rights and obligations hereunder, are personal to you. You shall not assign or otherwise transfer any rights or obligations under this Agreement.

9.4 **Severability.** If a court finds any provision of this Agreement to be invalid or unenforceable, the offending provisions shall be deemed to be severed to the extent of the invalidity or unenforceability, and the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

9.5 **Waiver.** The failure by Alba 365 to exercise any right provided in this Agreement shall not be deemed to be a waiver of any prior or subsequent rights.

9.6 **Notices.** Any notice required to be sent or given to a party under this Agreement shall be sent by (i) you to Alba 365 by email at app@alba365.com or (ii) by Alba 365 to you at the email address provided with your account information. Unreturned notices will be deemed to have been received when sent; provided that notices received after 5:00 pm, or on a Saturday, Sunday or public holiday in the place of receipt, shall be deemed to have been received at 9:00 am on the next business day. Questions, complaints or claims with respect to the App may be directed to: app@alba365.com .