

## BELL CONNECTED CAR TERMS OF SERVICE

**IMPORTANT:** Your use of the Bell Connected Car application (the “App”) with associated services provided and powered by Mojo Inc., is governed by the Mojo Terms of Use and Privacy Policy found at [moj.io](http://moj.io). You should not download, install or use the App if you do not understand or agree to the Mojo Terms of Use and/or Privacy Policy.

These Bell Connected Car Terms of Service apply solely to your use of the ZTE Z6200C device which connects to your vehicle’s on-board diagnostics (OBD-II) port (the “ZTE OBD-II Device”) and the wireless telecommunications services provided to you by Bell Mobility Inc. (“Bell” or “Bell Mobility”) in connection with Bell Connected Car. In addition, you remain subject to Bell Mobility’s Terms of Service and the Responsible Use of Bell Services Policy governing your use of the Bell services, all of the terms of which are incorporated by reference herein (visit [bell.ca/legal](http://bell.ca/legal)). Bell may modify these Bell Connected Car Terms from time to time, including by modifying or terminating Bell Connected Car, or any components thereof (including which rate plans and/or data features are eligible for use with Bell Connected Car).

**Always employ safe driving practices. You are responsible for obeying all traffic laws and laws directed at distracted driving (including use of mobile devices while driving). Bell Mobility reminds you that it is unsafe and illegal to drive while using your mobile device unless you are using handsfree capabilities.**

### 1. How does the Bell Connected Car service work?

When loaded on a compatible mobile device, the App provided by Mojo works with the ZTE OBD-II Device and Bell’s wireless services to provide certain tools and services such as an in-car Wi-Fi hotspot, select telemetry information and basic vehicle diagnostics.

### 2. What are some of my responsibilities relating to the ZTE OBD-II Device?

Among other responsibilities, you agree and acknowledge:

- you will install the ZTE OBD-II Device in a compatible vehicle owned and controlled by you; to determine if your vehicle is compatible, please visit [bell.ca/checkmycar](http://bell.ca/checkmycar);
- you will not install or remove the ZTE OBD-II Device while your vehicle is in use;
- you will ensure the ZTE OBD-II Device is installed securely and properly in your vehicle’s OBD-II port; and
- the ZTE OBD-II Device goes into sleep mode when your vehicle is not in use, to conserve battery drain. It is recommended you unplug the ZTE OBD-II Device if you plan to park your vehicle for several weeks at a time to help avoid battery drain.

### 3. Does the ZTE OBD-II Device use my wireless data services?

Yes, on an ongoing basis, the ZTE OBD-II Device will send your vehicle information to Mojo for the telematics portion of the App. This activity uses your wireless data services. This data usage will continue, even if you have turned off your Bell Connected Car Wi-Fi hotspot or if your vehicle’s engine is turned off. Also, when you use the Bell Connected Car Wi-Fi hotspot, plan data usage will be incurred. **The only way to stop the ZTE OBD-II Device from using any of your wireless data services is to unplug it from the OBD-II port, which should only be done while your vehicle is not in use.**

### 4. Does Bell Connected Car work outside of Canada?

Yes, Bell Connected Car will work in the United States. Roaming and data charges apply.

### 5. How many digital devices can connect to the Bell Connected Car Wi-Fi Hotspot?

You can connect up to **5** Wi-Fi capable digital devices (such as smartphones, tablets and laptops) to the Bell Connected Car Wi-Fi hotspot. The Bell Connected Car Wi-Fi hotspot is password-protected, so it is only available to those who have the password.

### 6. How does Bell limit its liability in respect of Bell Connected Car?

The Bell Mobility Terms of Service, including the warranties and limitation of liability therein, apply to your use of the ZTE OBD-II Device and the wireless telecommunications services provided to you in connection with Bell Connected Car. As a reminder, the Mojio Terms of Service at [moj.io](http://moj.io) are applicable to, and govern your use of, the App.

In addition, Bell does not warrant that your use of Bell Connected Car will result in any savings or efficiencies in the operation of your vehicle, or that the App's detection of driving activity, mechanical errors or technical errors in your vehicle will be accurate. You acknowledge and agree that Bell Connected Car is not intended to replace the advice of licensed mechanics or proper vehicle maintenance, which you remain responsible for obtaining.

You also acknowledge and agree that you are responsible for your use of the ZTE OBD-II Device, the App and/or the wireless services and any accident, damage, liability, bodily injury or death that might occur to you, your property, third parties or their property resulting from said use, even if the ZTE OBD-II Device, App or wireless services contribute to the cause of the accident, damages, liability, bodily injury or death.

If you would like to review this Bell Connected Car Terms of Service again later, please visit [bell.ca/legal](http://bell.ca/legal).

November 17, 2017

## MOJIO'S TERMS of USE

**Last Updated: November 22, 2016**

The following terms of use (the "**Terms of Use**") govern your access to and use of: (a) our website located at [www.moj.io](http://www.moj.io) (the "**Mojio Website**"); (b) our platform (including APIs required to access the platform) that provides connected-car services (the "**Mojio Platform**"); (c) our software development kit for development applications that interoperate with the Mojio Platform (the "**Mojio SDK**"); (d) any mobile device software provided by us to you through the Apple App Store or Google Play, including our mobile application titled **Motion** (the "**Mojio Mobile Applications**"); (e) any text, pictures, media, data, text, information and other materials or content (collectively, the "Content") contained on or provided through the foregoing (a) to (d), and (f) all other Content, products or services provided by us to you, as more particularly described on the Mojio Website (collectively, the "Mojio Solution"). These Terms of Use form an agreement between Mojio Inc. ("**Mojio**", "**us**", "**we**", "**our**") and you. The term "you" refers to the person or entity browsing, installing, downloading, accessing or otherwise using the Mojio Solution ("**use**" or "**using**" in these Terms of Use will mean any of the foregoing).

**BY USING THE MOJIO SOLUTION, YOU: (A) REPRESENT AND WARRANT THAT: (I) YOU HAVE REACHED THE AGE OF MAJORITY IN YOUR JURISDICTION, (II) YOU HAVE THE CAPACITY TO ENTER INTO BINDING OBLIGATIONS, AND (III) ALL INFORMATION SUPPLIED BY YOU TO US THROUGH THE MOJIO SOLUTION IS TRUE, ACCURATE, CURRENT, AND COMPLETE; AND (B) AGREE TO BE BOUND BY AND COMPLY WITH THESE TERMS OF USE, AS UPDATED FROM TIME TO TIME IN ACCORDANCE WITH SECTION 3. IF YOU ARE USING THE MOJIO SOLUTION ON BEHALF OF ANOTHER PERSON OR A CORPORATE ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND SUCH PERSON OR ENTITY TO THESE TERMS OF USE.**

### 1. Mojio

The Mojio Website is a site operated by Mojio. We are a Canadian registered company and have our registered office at 9th Floor, 1080 Howe Street, Vancouver, BC Canada V6Z 2T1. To contact us, please email [info@moj.io](mailto:info@moj.io) or telephone our customer service line at 1 855-556-6546.

## **2. Mojio Solution Requirements**

In order to use the Mojio Solution (except for the Mojio Website), you are required to have:

- a) a hardware device approved for use with the Mojio Solution by Mojio (the “**Mojio Hardware Device**”);
- b) an active cellular data plan for the Mojio Hardware Device; and
- c) if required by your cellular carrier, a subscription for connected-car services.

## **3. Changes to these Terms of Use and Mojio Solution**

- a) Except where prohibited by applicable law, we reserve the right to change these Terms of Use from time to time. Your continued access to or use of the Mojio Solution after any changes to these Terms of Use indicates your acceptance of such changes. Please review these Terms of Use regularly to ensure you understand the terms that apply at the time of use.
- b) We reserve the right to change the Mojio Solution from time to time. We will try to give you reasonable notice of any major changes.

## **4. License to Mojio SDK**

Subject to these Terms of Use, we grant you a worldwide, non-exclusive, non-transferrable, non- sublicensable and revocable license during the Term to download, install and use the Mojio SDK to:

- a) enable interoperability between your custom iOS or Android-based mobile applications (the “Custom Applications”) and the Mojio Platform in accordance with these Terms of Use and any other policies or guidelines, including software development policies and guidelines, made available by us from time to time; and
- b) distribute and otherwise make available the redistributable components of the Mojio SDK in object code form as embedded within your Custom Applications, provided that your Custom Application is distributed or made available under an end-user license agreement that is no less protective of us and the Mojio Solution as these Terms of Use.

## **5. License to the Mojio Mobile Applications**

Subject to these Terms of Use, we grant you worldwide, non-exclusive, non-transferable, non- sublicensable and revocable license during the Term to use the Mojio Mobile Applications on your iOS based or Android-based mobile device, as applicable, in accordance with these Terms of Use.

## **6. Access to the Mojio Website**

We do not guarantee that the Mojio Website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Mojio Website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

## **7. Access to the Mojio Platform**

We retain the right, at our sole discretion, to deny you access to the Mojio Platform for business and operational reasons or for violation of these Terms of Use. You will cease and desist from any such access or use immediately upon request by us.

## **8. License Grant to Your Custom Applications**

By uploading, transmitting, or otherwise providing us with any of your Custom Applications, you grant us an irrevocable, worldwide, non-exclusive, royalty-free, fully paid-up, perpetual, transferrable and sublicensable license to use, copy, transmit, distribute, display and otherwise make available your Custom Applications, including on our online catalogue of Mojio-enabled applications available on the Mojio Website.

## 9. Trademark Licenses

- a) You grant us an irrevocable, worldwide, non-exclusive, royalty-free, fully paid-up, perpetual, transferrable and sublicensable license to use your trademarks and logos solely in connection with the marketing, advertising, promotion, transmission, distribution, and display of your Custom Applications, including on our catalogue of Mojio-enabled applications available on the Mojio Website.
- b) We grant you a worldwide, non-exclusive, royalty-free, fully paid-up, non-transferable, non-sublicensable, and revocable license during the Term to use the trademarks and logos of Mojio in accordance with our trademark guidelines and policies located at [www.moj.io](http://www.moj.io) solely in connection with the marketing, advertising, and promotion of your Custom Applications.
- c) We may terminate the license granted to use pursuant to Section 9(b) at our sole discretion, including if we believe you may have tarnished, blurred, or otherwise diluted the quality or goodwill associated with our trademarks or logos.

## 10. Data You Upload To Us

Subject to our Privacy Policy (see Section 15 below), you grant to us an irrevocable, worldwide, non-exclusive, royalty-free, fully paid-up, transferable and sublicensable license during the Term to access, collect, store and use any data, information, records and files that: (a) you load, transmit to or enter into the Mojio Solution; or (b) we collect from your Mojio Hardware Device ((a) and (b), collectively, the “**User Data**”), to: (i) provide the Mojio Solution to you; (ii) fix, maintain, enhance and modify the Mojio Solution; (iii) communicate with you; (iv) comply with legal and regulatory requirements, (v) promote our products and services; (vi) provide you with offers that might interest you ; and (vii) produce data, information, or other materials that will not be able to identify a particular individual or company (such data, information and materials, the “**Aggregated Statistical Information**”). We are free to create, use and disclose Aggregated Statistical Information for any purpose and without obligations of any kind.

## 11. Software Updates

The Mojio Mobile Applications may automatically download and install updates from time to time from us. These updates are designed to improve, enhance and further develop the Mojio Solution and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit us to deliver these to you, including through the Apple App Store or Google Play) as part of your use of the Mojio Solution.

## 12. Ownership

All rights, title and interest, including intellectual property rights, in the Mojio Solution, Aggregated Statistical Information and all other materials provided by us hereunder, and any update, adaptation, translation, customization or derivative work thereof, will remain with us (or our third party suppliers, if applicable). The Mojio Solution and all materials provided by us hereunder are licensed and not “sold” to you. All rights not expressly granted to you in these Terms of Use are reserved.

## 13. User IDs for Mojio Solution

To access certain features of the Mojio Solution (e.g., the Mojio Platform), you may be required to successfully sign up for a user account using the available interfaces at the Mojio Solution and be issued with a username and password login credentials (the “**User ID**”). If you are issued with a User ID, you will treat such information as confidential, keep your User ID secure and will not share your User ID with anyone else. We reserve the right to disable any User ID issued to you at any time in our sole discretion. If we disable access to a User ID issued to you, you may be prevented from accessing the Mojio Solution.

## 14. No Unlawful or Prohibited Use

You will not, without our prior written permission, use the Mojio Solution for any purpose other than to: (a) discover and learn about connected-car products and services offered by us; (b) obtain information about your vehicle, including driver behaviour; (c) use third party software applications that have been developed using the Mojio SDK; and (d) develop custom applications using the Mojio SDK. Without limiting the generality of the foregoing, you will not (and will not attempt to):

- a) send, upload, collect, transmit, store, use, post, publish, or otherwise communicate on the Mojio Solution (including any developer community forums) any data, information, pictures, videos, music or other materials or content that:
  - i. contains any computer viruses, worms, malicious code, or any software intended to damage or alter a computer system or data;
  - ii. you do not have the lawful right to send, upload, collect, transmit, store, use, publish, or otherwise communicate;
  - iii. is false, intentionally misleading, or impersonates any other person;
  - iv. is bullying, harassing, abusive, threatening, vulgar, obscene, or offensive, or that contains pornography, nudity, or graphic or gratuitous violence, or that promotes violence, racism, discrimination, bigotry, hatred, or physical harm of any kind against any group or individual;
  - v. is harmful to minors in any way or targeted at minors;
  - vi. violates any applicable laws, or infringes, violates or otherwise misappropriates the intellectual property or other rights of any third party (including any moral right, privacy right or right of publicity); or
  - vii. encourages any conduct that may violate, any applicable laws or would give rise to civil or criminal liability;
- b) disable, overly burden, impair, or otherwise interfere with servers or networks connected to the Mojio Solution (e.g., a denial of service attack);
- c) attempt to gain unauthorized access to the Mojio Solution;
- d) use any data mining, robots, or similar data gathering or extraction methods, or copy, modify, reverse engineer, reverse assemble, disassemble, or decompile the Mojio Solution or any part thereof or otherwise attempt to discover any source code;
- e) use the Mojio Solution for the purpose of building a similar or competitive product or service;
- f) link to the Mojio Website in any way that is illegal or damages our reputation or takes advantage of it, or in any way as to suggest any form of association, approval or endorsement on our part where none exists, or in any website that is not owned by you; or
- g) use the Mojio Solution other than as permitted by these Terms of Use.

We have the right to remove any data, information, pictures, videos, music or other materials or content that you send, upload, collect, transmit, store, use, post, publish, or otherwise communicate on the Mojio Solution if, in our opinion, it does not comply with the content standards set out in (i) above.

## 15. Privacy

- a) Please click here to review our current Privacy Policy, which contains important information about our practices in collecting, storing, using and disclosing information about identifiable individuals (“**Personal Information**”), and which is hereby incorporated into and forms a part of these Terms of Use: [www.moj.io/privacy?language=en](http://www.moj.io/privacy?language=en)
- b) You represent and warrant to us that the User Data will only contain Personal Information in respect of which you have provided all notices and disclosures, obtained all applicable third party consents and permissions and otherwise have all authority, in each case as required by applicable laws, to enable us to: (i) make available the Mojio Solution; and (ii) create, use and disclose Aggregated Statistical Information for any purpose and without obligations of any kind.

## 16. Viruses

The downloading and viewing of Content is done at your own risk. We do not guarantee or warrant that the Mojio Solution is compatible with your computer system or that the Mojio Solution, or any links from the Mojio Solution, will be free of bugs, viruses, worms, trojan horses or disabling devices or other code that manifests contaminating or destructive properties. You are responsible for implementing safeguards to protect the security and integrity of your computer system, and you are responsible for the entire cost of any service, repairs or connections of and to your computer system that may be necessary as a result of your use of the Mojio Solution.

## 17. Communications Not Confidential

We do not guarantee the confidentiality of any communications made by you through the Mojio Solution. We do not guarantee the security of data transmitted over the Internet or public networks in connection with your use of the Mojio Solution.

## 18. Disclaimers

YOU ACKNOWLEDGE, UNDERSTAND, AND AGREE THAT:

- a) GENERAL DISCLAIMER. THE MOJIO SOLUTION IS PROVIDED “AS IS” AND “AS AVAILABLE”, WITH ALL FAULTS AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND WITH RESPECT TO THE MOJIO SOLUTION WHETHER EXPRESS, IMPLIED, STATUTORY OR COLLATERAL, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, COMPATIBILITY, TITLE, SECURITY, RELIABILITY, COMPLETENESS, QUIET ENJOYMENT, ACCURACY, RELIABILITY, CURRENCY, TIMELINESS, QUALITY, INTEGRATION, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, OR ANY WARRANTIES OR CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE, OR THAT THE MOJIO SOLUTION IS OR WILL BE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. NOTWITHSTANDING THE ABOVE, IF YOU ARE USING THE MOJIO SOLUTION AS A CONSUMER, THIS DOES NOT AFFECT ANY STATUTORY WARRANTY TO WHICH YOU MAY BE ENTITLED UNDER APPLICABLE LAW, INCLUDING AN IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- b) NO RELIANCE ON INFORMATION. THE CONTENT ON THE MOJIO SOLUTION IS PROVIDED FOR GENERAL INFORMATION ONLY. IT IS NOT INTENDED TO AMOUNT TO ADVICE ON WHICH YOU SHOULD RELY. YOU MUST OBTAIN PROFESSIONAL OR SPECIALIST ADVICE BEFORE TAKING, OR REFRAINING FROM, ANY ACTION ON THE BASIS OF THE CONTENT ON THE MOJIO SOLUTION.
- c) VEHICLE DISCLAIMER. THE MOJIO SOLUTION IS NOT DESIGNED OR INTENDED TO BE A SUBSTITUTE FOR ADVICE OR INFORMATION FROM YOUR VEHICLE MANUFACTURER OR A PROFESSIONAL AND LICENSED MECHANIC.
- d) HIGH-RISK DISCLAIMER. THE MOJIO SOLUTION IS NOT DESIGNED OR INTENDED FOR USE IN EMERGENCY OR OTHER HIGH RISK SITUATIONS.
- e) THIRD PARTY PRODUCTS OR SERVICES DISCLAIMER. WHILE THE MOJIO SOLUTION MAY PROVIDE INFORMATION (INCLUDING LINKS TO WEBSITES AND OTHER CONTACT INFORMATION) RELATED TO THE PRODUCTS OR SERVICES OFFERED BY THIRD PARTIES SUCH AS MECHANICS OR SUPPLIERS OF AUTOMTIVE PARTS, WE DO NOT ENDORSE OR APPROVE ANY INFORMATION, PRODUCT OR SERVICES PROVIDED BY SUCH THIRD PARTIES NOR DO WE GUARANTEE THE QUALITY, MERCHANTABILITY OR FITNESS FOR ANY PURPOSES OF SUCH INFORMATION, PRODUCTS AND SERVICES. YOU ACKNOWLEDGE AND AGREE THAT THE INFORMATION, PRODUCTS AND SERVICES PROVIDED BY THIRD PARTIES ARE NOT UNDER OUR CONTROL AND THAT YOU USE SUCH INFORMATION, SERVICES AND PRODUCTS ENTIRELY AT YOUR OWN RISK.

## 19. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, FOR ANY DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOST PROFITS, LOSS OF USE, LOSS OF DATA, PERSONAL INJURY, FINES, FEES, PENALTIES OR OTHER LIABILITIES), WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM OR RELATED TO: USE OF, OR INABILITY TO USE, THE MOJIO SOLUTION; USE OF OR RELIANCE ON ANY CONTENT DISPLAYED IN THE MOJIO SOLUTION; OR THESE TERMS OF USE.

TO THE EXTENT THAT THE FOREGOING LIMITATION IS NOT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL OUR TOTAL AGGREGATE LIABILITY IN CONNECTION WITH OR UNDER THESE TERMS OF USE, OR YOUR USE OF, OR INABILITY TO MAKE USE OF, THE MOJIO SOLUTION EXCEED \$100CAD. FOR GREATER CERTAINTY, THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THESE TERMS OF USE WILL NOT INCREASE THIS MAXIMUM LIABILITY AMOUNT.

## 20. Indemnification

You will defend, indemnify and hold harmless us and all of our officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including reasonable legal and accounting fees, arising out of or in connection with:

- a) your Custom Applications, including our use and distribution of your Custom Applications pursuant to Section 8;
- b) your trade-marks or logos, including our use of your trade-marks or logos pursuant to Section 8;
- c) your breach of any provision of these Terms of Use or any documents referenced herein;
- d) your violation of any law or the rights of a third party (including intellectual property rights); or
- e) your use (or the use by any third party using your User ID) of the Mojio Solution.

## 21. Term and Termination; Survival

These Terms of Use will commence on the day you first use the Mojio Solution and will continue into force until terminated by either party (the “**Term**”). Either party may terminate these Terms of Use as follows: (a) we may terminate these Terms of Use at any time and with immediate effect by giving notice to you, at our discretion, by email (at your current email address on file with us) or through the Mojio Solution; (b) you may terminate these Terms of Use at any time and with immediate effect by requesting (by email or through any then-available interfaces on the Mojio Solution) that your User ID be deleted, ceasing use of the Mojio Solution and uninstalling and deleting the Mojio Mobile Application.

The following Sections, together with any other provision of these Terms of Use which expressly or by its nature survives termination or expiration, or which contemplates performance or observance subsequent to termination or expiration of these Terms of Use, will survive expiration or termination of these Terms of Use for any reason: Sections 8 (License to Custom Applications), 9(a) (Trademark License to Customer Trademark), 11 (Ownership), 15(b) (Personal Information Warranty), 16 (Viruses), 17 (Communications Not Confidential), 18 (Disclaimers), 19 (Limitation of Liability), 20 (Indemnification), 21(b) (Survival), and 22 (General Provisions).

## 22. General Provisions

- a) Choice of Law. Except as restricted by applicable law of your domicile, residency or physical location, these Terms of Use will be governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein and such laws apply to your access to or use of the Mojio Solution. You will only use the Mojio Solution in jurisdictions where the Mojio Solution may lawfully be used. Except as restricted by applicable law of your domicile, residency or physical location, you hereby consent to the exclusive jurisdiction and venue of courts in Vancouver, British Columbia, Canada in all disputes arising out of or relating to the use of the Mojio Solution.

- b) Entire Agreement. These Terms of Use constitute the entire agreement between you and us pertaining to the subject matter hereof and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us with respect to the Mojio Solution. A printed version of these Terms of Use and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
- c) Waiver. Our failure to insist upon or enforce strict performance of any provision of these Terms of Use will not be construed as a waiver of any provision or right. A waiver of any provision of these Terms of Use must be in writing and a waiver in one instance will not preclude enforcement of such provision on other occasions.
- d) Severable. If any of the provisions or any part of the provisions contained in these Terms of Use are determined to be void, illegal, invalid or otherwise unenforceable by a court of competent jurisdiction, such provision or part of such provision, as applicable, will be severed from these Terms of Use and all other provisions and part of the provisions, as applicable, of these Terms of Use will remain in full force and effect. If any void, illegal, invalid, or unenforceable provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the provision. To the extent that modification in accordance with the preceding two sentences is impossible, any invalid, unenforceable or illegal provisions shall be deemed not to form part of these Terms of Use and all other provisions of these Terms of Use shall remain in force.
- e) Assignment. You will not assign these Terms of Use to any third party without our prior written consent. We may assign these Terms of Use or any rights under these Terms of Use to any third party without your consent. Any assignment in violation of this Section will be void. The terms of these Terms of Use will be binding upon permitted assignees. These Terms of Use will inure to the benefit of and be binding upon the Parties, their permitted successors and permitted assignees.

### **23. Apple App Store Additional License Terms**

If the Mojio Mobile Application is provided to you through the Apple Inc. (Apple Inc. together with all of its affiliates, "Apple") App Store, the following terms and conditions apply to you in addition to all the other terms and conditions of these Terms of Use:

- a) The parties acknowledge these Terms of Use are concluded between the parties, and not with Apple. The responsibility for the Mojio Mobile Application and content thereof is governed by these Terms of Use.
- b) Notwithstanding anything to the contrary hereunder, you may use the Mojio Mobile Application only on an iPhone or iPod touch that you own or control.
- c) You and we acknowledge that Apple has no obligation to furnish any maintenance or support services with respect to the Mojio Mobile Application.
- d) In the event of any failure of the Mojio Mobile Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Mojio Mobile Application (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 Mojio Mobile Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be governed by these Terms of Use.
- e) Any claim in connection with the Mojio Mobile Application related to product liability, a failure to conform to applicable legal or regulatory requirements, or claims under consumer protection or similar legislation is governed by these Terms of Use, and Apple is not responsible for such claim.
- f) Any third party claim that the Mojio Mobile Application or your possession and use of the Mojio Mobile Application infringes that third party's intellectual property rights will be governed by these Terms of Use, and Apple will not be responsible for the investigation, defense, settlement and discharge of such intellectual property infringement claim.
- g) You represent and warrant that you are not: (i) 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; or (ii) listed on any U.S. Government list of prohibited or restricted parties.
- h) You may contact us in writing regarding any notices, questions, complaints or claims with respect to the Mojio Mobile Application.

Name: David Shore, President

Address: 9th Floor, 1080 Howe Street, Vancouver BC V6Z 2T1

Telephone Number: 604 614-5498

Email Address: [davids@moj.io](mailto:davids@moj.io)

- i) Apple is a third party beneficiary to these Terms of Use and may enforce these Terms of Use against you.
- j) If any of the terms and conditions in these Terms of Use are inconsistent or in conflict with Apple's applicable instructions for Minimum Terms for Developer's End User License Agreement (the current version as of the date these Terms of Use was last updated is located at: <http://www.apple.com/legal/internet-services/itunes/appstore/dev/minterms/>) or the App Store Terms of Service (the current version as of the date these Terms of Use was last updated is located at: <http://www.apple.com/legal/internet-services/itunes/ca/terms.html>), the terms and conditions of Apple's instructions for Minimum Terms for Developer's End User License Agreement or App Store Terms of Service, as applicable, will apply to the extent of such inconsistency or conflict.

#### 24. **Google Play**

If the Mojio Mobile Application is provided to you through the Google Inc. (Google Inc. together with all of its affiliates, "**Google**") Google Play, the following terms and conditions apply to you in addition to all the other terms and conditions of these Terms of Use:

- a) You acknowledge that Google is not responsible for providing support services for the Mojio Mobile Application.
- b) If any of the terms and conditions in these Terms of Use are inconsistent or in conflict with the Google Play Developer Distribution Agreement (the current version as of the date these Terms of Use was last updated is located at <https://play.google.com/about/developer-distribution-agreement.html>), the terms and conditions of Google's Google Play Developer Distribution Agreement will apply to the extent of such inconsistency or conflict.