

Wisk Solutions Inc. – Terms of Service

Last Updated, June 2018

Welcome to Wisk!

Please read these Terms of Service (“**User Terms**”) carefully, as they contain information about your legal rights, remedies, and obligations. By accessing or using the Wisk services, including the “Wisk” mobile app (together with any successor app(s), the “**App**”) and the <https://www.wisksolutions.com> website (the “**Website**” and, collectively, the “**Services**”), these User Terms apply to you.

These User Terms are a legally binding contract between you and us. You must be able to form a legally binding contract online. Accordingly, you represent that you are at least 18 years old (or the age of majority where you reside, whichever is older), can form a legally binding contract online, and have the full, right, power and authority to enter into and to comply with the obligations under these terms. If you access or use the Services, or continue accessing or using the Services after being notified of a change to the User Terms or the Wisk Privacy Policy (the “**Privacy Policy**”), you confirm that you have read, understand, and agree to be bound by the User Terms and the Privacy Policy. “**We**”, “**our**”, and “**us**” refers to Wisk Solutions Inc. (“**Wisk**”). Please note that these User Terms hereby incorporate by reference any additional terms and conditions posted by Wisk through the Services, or otherwise made available to you by us.

1. Authorized Users

An organization or other third party that we refer to in these User Terms as “Customer” has invited you to use the Services. For example, if you have been invited by your employer, Customer is your employer.

Customer has entered into a separate written agreement with us (the “**Contract**”) which permits Customer to configure and offer the Services to you and others (each an “**Authorized User**”). If you are both Customer and an Authorized User, then both the Contract and these User Terms apply to you.

2. Registration; User Names and Passwords

You will need to register to use the Services. Your password is for your personal use only and should be kept confidential; you are responsible for any use or misuse

of your account, and you must promptly notify us of any confidentiality breach or unauthorized use of your account.

3. Information Submitted Through the Services

The Contract contains our commitment to deliver the Services to Customer, who may then invite Authorized Users to participate in the Services. When an Authorized User (including you) submits text or other information to the Services (“**Customer Data**”), they acknowledge and agree that the Customer Data is owned by Customer and Customer has permitted us to use, copy, store and display Customer Data for the purpose of providing the Services, and further, that we may retain and use Customer Data in an anonymized and de-identified form (“**Aggregated Information**”) for our business purposes outside of the Contract, including to develop our services and offerings and train current and future machine learning models. While the Aggregated Information will include information derived from your use of the Services, your personal information and the Customer Data itself will not be individually identifiable.

4. Use of the Services

All Authorized Users must agree to our Privacy Policy which is incorporated by reference into these User Terms. You are here at the pleasure of Customer (and us), and these User Terms remain effective until Customer’s Contract with us expires or terminates, or your access to the Services is terminated by Customer or us. As between you and us, you are under no obligation to use the Services and, while these User Terms remain in effect, you may discontinue use at any time and for any reason.

The App is licensed (not sold) to end users. Subject to your compliance with these User Terms, and solely for so long as you are permitted by us and Customer to use the App, we hereby permit you, on a limited, non-exclusive, revocable, non-transferable, non-sublicensable basis, to install and use the App on a mobile device that you own or control, solely for use as directed by Customer for Customer’s internal business purposes, and as permitted by the Usage Rules set forth in the Apple App Store Terms and Conditions. Please note that if you do not accept the system permissions that the App requires from time to time, you may not be able to use the App or certain of its functionalities. You are responsible for obtaining, maintaining and paying for all hardware and all telecommunications and other services needed to use the Services.

5. The Relationship between You, Customer, and Us

AS BETWEEN US AND CUSTOMER, YOU AGREE THAT IT IS SOLELY CUSTOMER'S RESPONSIBILITY TO (A) INFORM YOU AND ANY AUTHORIZED USERS OF ANY RELEVANT CUSTOMER POLICIES AND PRACTICES AND ANY SERVICES CONFIGURATION WHICH MAY IMPACT THE PROCESSING OF CUSTOMER DATA; (B) OBTAIN ANY RIGHTS, PERMISSIONS OR CONSENTS FROM YOU AND ANY AUTHORIZED USERS THAT ARE NECESSARY FOR THE LAWFUL USE OF CUSTOMER DATA AND THE OPERATION OF THE SERVICES; (C) ENSURE THAT THE TRANSFER AND PROCESSING OF CUSTOMER DATA UNDER THE CONTRACT IS LAWFUL; AND (D) RESPOND TO AND RESOLVE ANY DISPUTE WITH YOU AND ANY AUTHORIZED USER RELATING TO OR BASED ON CUSTOMER DATA, THE SERVICES OR CUSTOMER'S FAILURE TO FULFILL THESE OBLIGATIONS.

THE SERVICES ARE PROVIDED TO YOU "AS IS" AND, OTHER THAN AS EXPRESSLY PROVIDED IN THESE USER TERMS, WE MAKE NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, LEGAL OR STATUTORY RELATING TO THE SERVICES.

6. Limitation of Liability

If we believe there is a violation of the Contract, User Terms, Privacy Policy, or any other of our policies which can simply be remedied by Customer's removal of certain Customer Data or taking other action, we will, in most cases, ask Customer to take action rather than intervene. We may take what we determine to be appropriate action if Customer does not take appropriate action or we believe there is a credible risk of harm to us, the Services, Authorized users, or any third parties. You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the Services will remain with you. IN NO EVENT WILL YOU OR WE HAVE ANY LIABILITY TO THE OTHER FOR ANY LOSSES OR DAMAGES IN CONNECTION WITH THESE USER TERMS, WHETHER DIRECT OR INDIRECT, PUNITIVE, EXEMPLARY, IMMEDIATE OR CONSEQUENTIAL, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMERS DO NOT LIMIT EITHER PARTY'S RIGHT TO SEEK AND OBTAIN EQUITABLE RELIEF.

While we try to maintain the timeliness, integrity and security of the Services, we do not guarantee that the Services are or will remain updated, complete, correct or secure, or that access to the Services will be uninterrupted. The Services may include inaccuracies, errors and materials that violate or conflict with these User Terms.

7. Survival

Sections 2 and 5 through 19 will survive any termination or expiration of the User Terms.

8. Ownership and Copyright

As between you and Wisk, Wisk owns the Services and all intellectual property rights therein, including all technology, content and other materials used, displayed or provided in connection with the Services. Your use of the Services is subject to compliance with these User Terms and the license grant as described in Section 4. You acknowledge and agree that we may retain and use Aggregated Information as set out in Section 3. However, under no circumstances will our use reveal to a third party your identity or any confidential information.

9. Restrictions on Use

You acknowledge and agree that you have been granted access to the Services by Customer, and you will use the Services only for the purposes for which you were granted access. You agree that you will not create any derivative works from the Services; reverse engineer, decompile, disassemble or otherwise attempt to discover the underlying source code of the Services; share your access or credentials with any other person; publish or disclose to third parties any evaluation of the Services without our prior written consent; access the Services in order to build a competing product; copy any features of the Services; or willfully tamper with the security of the Services or other Authorized Users' accounts.

10. Apple-Specific Terms

In addition to your agreement with these User Terms, and notwithstanding anything to the contrary herein, the following provisions apply with respect to your use of any version of the App compatible with the iOS operating system of Apple Inc. ("**Apple**"). Apple is not a party to these User Terms and does not own and is not responsible for the App. Apple is not providing any warranty for the App except, if applicable, to refund the purchase price for it. Apple is not responsible for maintenance or other support services for the App and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to the App, including any third-party product liability claims, claims that the App fails

to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of the App, including those pertaining to intellectual property rights, must be directed to Wisk in accordance with Section 19 (Contacting Wisk). The license you have been granted herein is limited to a non-transferable license to use the App on an Apple-branded product that runs Apple's iOS operating system and is owned or controlled by you, or as otherwise permitted by the Usage Rules set forth in Apple's App Store Terms of Services. In addition, you must comply with the terms of any third-party agreement applicable to you when using the App, such as your wireless data service agreement. Apple and Apple's subsidiaries are third-party beneficiaries of these User Terms and, upon your acceptance of the terms and conditions of these User Terms, will have the right (and will be deemed to have accepted the right) to enforce these User Terms against you as a third-party beneficiary thereof; notwithstanding the foregoing, Wisk's right to enter into, rescind or terminate any variation, waiver or settlement under these User Terms is not subject to the consent of any third party.

11. Notices

We may from time to time send email you at the address provided during registration regarding your account or the Services, including in the event of any downtime (such as for maintenance).

12. Modifications

From time to time, we may change these User Terms. If we make a material change to the User Terms, you will see the new User Terms pop up the next time you use the Services. You can review the most current version of the User Terms and any other related documents, including the Privacy Policy , at any time by visiting our website (<http://www.wisksolutions.com>). Any material revisions to these User Terms will become effective on the date set forth in our notice, and all other changes will become effective on the date we publish the change. If you use the Services after the effective date of any changes, that use will constitute your acceptance of the revised terms and conditions.

13. Waiver

No failure or delay by you or us in exercising any right under the User Terms will constitute a waiver of that right. No waiver under the User Terms will be effective unless made in writing and signed by an authorized representative of the party being deemed to have granted the waiver.

14. Severability

The User Terms will be enforced to the fullest extent permitted under applicable law. If any provision of the User Terms is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the User Terms will remain in effect.

15. Assignment

You may not assign any of your rights or delegate your obligations under these User Terms, whether by operation of law or otherwise, without the prior written consent of us (not to be unreasonably withheld). We may assign these User Terms in their entirety (including all terms and conditions incorporated herein by reference), without your consent, to a corporate affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets.

16. Governing Law; Venue; Waiver of Jury Trial; Fees

The User Terms and any disputes arising out of or related hereto are governed by and will be construed in accordance with the internal laws of the Province of Ontario and the federal laws of Canada applicable in that province, without giving effect to any choice or conflict of law provision or rule (whether of the Province of Ontario or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the province of Ontario. Any claim arising out of, or related to these User Terms or the rights granted hereunder will be instituted exclusively in the courts of Ontario located in Toronto, and each party irrevocably submits to the jurisdiction of such courts in any such Claim. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to the User Terms. In any action or proceeding to enforce rights under the User Terms, the prevailing party will be entitled to recover its reasonable costs and attorney's fees.

17. Language

The parties hereto have expressly requested that these User Terms and all ancillary documents be drafted in English. Les parties aux présentes ont expressément requis que la présente entente et tous les documents y afférents soient rédigés en langue anglaise.

18. Entire Agreement

The User Terms, including any terms incorporated by reference into the User Terms, constitute the entire agreement between you and us and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. To the extent of any conflict or inconsistency between the provisions in these User Terms and any pages referenced in these User Terms, the terms of these User Terms will first prevail; provided, however, that if there is a conflict or inconsistency between the Contract and the User Terms, the terms of the Contract will first prevail, followed by the provisions in these User Terms, and then followed by any pages referenced in these User Terms (e.g., the Privacy Policy). Customer will be responsible for notifying Authorized Users of those conflicts or inconsistencies and until such time the terms set forth herein will be binding.

19. Contacting Wisk

Please contact us if you have any questions about these User Terms. You may contact us at **terms@wisksolutions.com** or by mail at:

Wisk Solutions Inc.

488 Wellington St. W., Suite 304

Toronto, ON M5V1E9