



Terms of Service

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By accessing or using our website (our “Website”), you agree to be bound by our terms of service set forth herein (collectively, our “Terms of Service”). Our Website allows users to access and use our smart profile web application and services therein (the “Platform” and collectively with the Website, our “Services”) and to purchase our smart chip business cards that work exclusively with our Services and connect to a smart profile (our “Smart Card”). Access and use of the Smart Card and Platform are also governed by these Terms of Service. If you do not agree with our Terms of Service, your sole recourse is to discontinue use of our Services and Smart Cards immediately.

By using our Services or Smart Cards, you are also consenting to the terms of our privacy policy located at [[https://ovou.com/pdfs/privacy_policy\(1087826.4\).pdf](https://ovou.com/pdfs/privacy_policy(1087826.4).pdf)] (our “Privacy Policy”), which sets out our personal information gathering and dissemination practices.

The Services and Website are owned and operated by OVOU Inc. and/or its affiliates (references to “OVOU”, “we”, “us”, or “our” are references to OVOU Inc. and/or its affiliates).

1. SERVICES

- 1.1. Access.** We grant you a non-exclusive, non-transferable, revocable, limited right to access and use our Services for your own personal networking purposes. The extent of your right of access and use may be subject to (i) your creation of an account within the Service; and (ii) the extent to which you subscribe for premium features within the Service. You agree that you will not copy, attempt to reverse engineer, modify,

translate, or disassemble our Services in whole or in part. You may not use or export or re-export our Services except as permitted under the law of the United States and Canada and the laws of the jurisdiction in which our Services were obtained.

- 1.2. **Updates to the Services.** We may update, change, or remove the features or functionality of the Services from time to time with or without notice to you, which means that the Services will evolve as time goes on.
- 1.3. **Public Profiles. IMPORTANT: You understand and agree that a key function of the Service is making your contact information available through a “smart profile”, which is a dedicated URL containing the contact and other information that you wish to share and which you can manage through the Service. You understand and agree that any personal information you make available on your smart profile within the Services will be published at a publicly accessible and searchable URL. Any third party will be able to view your smart profile through that URL. This includes individuals that receive the URL by connecting with your Smart Card (whether intentionally or inadvertently), as well as any third party with which the individual may share such URL, and any third party who otherwise becomes aware of such URL (whether through an internet search or otherwise). You further understand and agree that your Smart Card works by sharing a link to your public profile URL, and that your Smart Card is not a private means of sharing your contact information**
- 1.4. **Trials.** OVOU may make available trial periods of the Services. If you subscribe to the Services for a free trial, and do not cancel the subscription prior to the end of the free trial period, the terms will be automatically renewed at OVOU’s then-current fee for such services unless you opt out of the auto-renewal/decline to renew your subscription. Any data or content uploaded by you, as well as any setting or other customizations to your account, may be deleted by OVOU if you do not subscribe to the Services following the trial.

2. ACCOUNT REGISTRATION

- 2.1. **Account.** In order to become a registered user of our Services, you will be asked to create an account using your email address through the Services. The email address you provided will be how you access your OVOU Account, if you registered using this method.
- 2.2. **Your Responsibilities.** You agree to provide true, current, complete, and accurate information as requested, and to update that information as soon as possible after any information on such registration changes. You alone are responsible for keeping your Account login information and associated passwords confidential, and for any and all of your Account activity. Therefore, you should protect your password and make your password secure and difficult for others to guess. You agree to immediately notify us of any unauthorized use of your Account or any other breach of security via support@ovou.com. You are solely responsible for any actions under your Account due to your acts or omissions. You are responsible for keeping your online Account password, or PIN, confidential.

2.3. Account Owner. Our Services allow individuals to purchase a subscription to the Services that allows their Account to be linked to multiple smart profiles and multiple Smart Cards (“Multi-user Account”). The individual that purchased the Multi-user Account is the owner of the Account (“Owner”). The Owner controls the Multi-user Account, and when a user of a Multi-user Account has questions, we may respond only to the Owner in some cases.

3. FEES AND PAYMENT TERMS

3.1. Scope. Users can purchase Smart Cards and register for paid subscriptions to our Services through our Website (“Purchase(s)”). All Purchases are subject to the terms in this Section 3.

3.2. Billing Information. If you make a Purchase, you are required to provide valid credit card information or other acceptable payment information (collectively known as “Billing Information”), which will be provided to OVOU’s third-party payment processor (“Payment Processor”) and used to charge any fees. You shall promptly advise OVOU if your Billing Information changes due to loss, theft, cancellation, expiry, or otherwise, and you shall be liable for any failure to pay fees caused by out-of-date Billing Information.

3.3. Payment and Term. By subscribing to the Services through a Purchase (a “Subscription”), you agree to our annual Subscription term of twelve (12) months, or such other term as specified at the time of Purchase (the “Term”). Upon the expiration of the Term, your Subscription will automatically renew for an additional twelve (12) months, or other renewal term specified, unless cancelled at least two (2) business days before your next billing date.

3.4. Payment Method. Subscription fees are billed on a yearly basis at the beginning of each Subscription period and are non-refundable. Please note that our fees are subject to change. You hereby agree that all payments will be processed using OVOU’s Payment Processor and that all such payments will be governed by the Payment Processor’s terms and conditions published by the Payment Processor. By making a Purchase, you authorize OVOU to charge your Billing Information in accordance with these Terms.

3.5. Fees. You agree to pay the applicable fees presented to you at the time of your Purchase, which may include a Smart Card fee, a Subscription fee, usage fees or other license fees, depending on the nature of your Purchase (“Fees”). The Fees may be subject to applicable taxes which you will be responsible for paying. OVOU does not offer refunds for any Purchases.

4. SMART CARDS

4.1. Orders. OVOU processes and ships Smart Cards upon receipt of payment of applicable Fees. While OVOU uses commercially reasonable efforts to deliver the Smart Card to you in accordance with the time frame indicated in your order, OVOU is not responsible for any shipping delays unless caused by OVOU’s negligence.

- 4.2. Shipping Costs; Risk and Title.** You shall be responsible for all shipping costs, handling costs, service costs, insurance costs, delivery charges for all Smart Card deliveries to you. The risk of loss of or damage to the units of the Smart Cards ordered by you shall transfer to you upon delivery of such units either i) to your carrier; or ii) to your premises (as applicable). Title to the Smart Cards ordered by you shall pass to you only on payment in full of all applicable Fees specified in your order. You shall comply with all relevant export and import laws and regulations as they apply to Smart Card deliveries and related materials provided by us to you pursuant to these Terms of Service.
- 4.3. Damage to Card.** Smart Card users are solely responsible for their Smart Cards after delivery. Smart Card users should not bend cards or store cards at high temperatures. While OVOU makes commercially reasonable efforts to assist Smart Card users that experience functionality issues, the Smart Cards are provided “AS IS” with all faults, and OVOU is not liable for any Smart Card damage or loss of functionality after delivery.
- 4.4. Security.** You are responsible for safeguarding your Smart Card against loss or theft and for keeping your online Account password, or PIN, confidential. OVOU will have no liability for damage or loss of functionality of a Smart Card after delivery.
- 4.5. Connectivity.** You are responsible for obtaining and maintaining, at your sole expense, all hardware, software, and devices (e.g., mobile devices) that you require to access and use the Smart Card. We are not responsible for and have no liability with respect to the selection, purchase, maintenance, or proper functioning of any such hardware, software, equipment, devices, and services.
- 4.6. Replacements.** You are solely responsible for maintaining your Smart Card in proper working condition. A replacement fee may be charged for lost, stolen, misplaced, or abused Smart Card.
- 4.7. Lost or Stolen Cards.** If your Smart Card is lost or stolen, you must notify OVOU to deactivate the card immediately. Notification can be made by emailing [support@ovou.com]. Until notice has been received, you will be responsible for all use of your Smart Card, whether or not such use is authorized by you until the card is deactivated. Once your old Smart Card is replaced due to theft or loss, it is de-activated and cannot be re-activated should you find it at a later date.

5. USER CONDUCT

- 5.1. Conduct.** You agree to abide by all applicable federal, provincial, territorial, and other laws and regulations when using our Services and Smart Cards. In addition, without limiting the foregoing, you agree not to:
- upload, post, email, or otherwise transmit any material (“User Content”) to the Services that: constitutes unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation; infringes any patent, trade-mark, trade secret, copyright, publicity, or other proprietary or privacy rights of any party; is misleading, contains

sexually explicit content, unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, racially, ethnically or otherwise objectionable; or contains any form of destructive software such as a virus, worm, or any other harmful components or any other computer file, program or code, designed to interrupt, destroy or limit the functionality of any computer or mobile device software, hardware or telecommunications equipment;

- register under a false identity, impersonate any person or entity, including, but not limited to, an OVOU employee, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- send emails or messages using our Services without the consent of the recipient;
- harvest or otherwise collect or store any information (including personal information) about other users of our Services, including email addresses, without the express consent of such users;
- use any robot, spider, scraper, or other automated means to access our Services or Website and collect User Content for any purpose without our express written permission;
- for the purpose of misleading others, create a false identity of the sender or the origin of a message, forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through our Services;
- attempt to gain unauthorized access to our Services, other computer systems or networks connected to our Services, through password mining or any other means;
- take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third-party providers') infrastructure;
- interfere with or disrupt networks or servers connected to our Services;
- use, download, or otherwise copy, or provide to any person or entity our Services' user directory or other user or usage information or any portion thereof, other than in the context of your use of our Services;
- register for more than one (1) Account or use any other measures in an attempt to mislead OVOU or our users, or otherwise take advantage of our Services;
- facilitate or encourage any of the above conduct.

5.2. User Content. We reserve the right to pre-screen, edit, limit, or remove any such User Content in our sole discretion, without further notice to you. In the event that you have linked User Content to your Account from a third-party platform that OVOU does not have the authority to edit, limit, or remove, OVOU reserves the right to cancel your Account and Services. Notwithstanding, you shall remain solely responsible for any User Content you submit, link, or post. You may be exposed to User Content that is

inaccurate, incomplete, or unsuitable. We will not be responsible for User Content or accuracy of any information and shall not be responsible for any acts taken or decisions made based on such information. Any information you disclose in public areas of our Services becomes public information and is immediately accessible to other users, so it is important for you to carefully consider what, if any, personal information you reveal in these areas.

5.3. User Content License. You hereby grant to us a limited license to collect and store User Content for the purpose of providing the Services. You further grant us a perpetual, irrevocable, and unlimited license to use, store, and manipulate User Content to create aggregated and anonymized statistical analytics in respect to the use of our Services and user parameters and characteristics (“Anonymous Service Data”) in accordance with our Privacy Policy. We shall own all right, title and interest in and to the Anonymous Service Data, including all intellectual property rights in the Anonymous Service Data, and you hereby assign, transfer, and convey to OVOU any ownership interest you may have in any Anonymous Service Data.

5.4. Reporting Content. You must use our online reporting tool to tell us about any offensive or otherwise concerning User Content that you may see on our Services to help us maintain a positive experience for all users. We may, in our sole discretion, limit or terminate your use of our Services, remove hosted User Content, and take any other technical and/or legal steps to verify that all users of our Services and Smart Cards are acting in the spirit of our Terms of Service. Notwithstanding anything in the foregoing, you understand and agree that we do not monitor User Content and that we assume no liability for any User Content whatsoever, including any User Content which may be reported to us using our online reporting tool.

6. INTELLECTUAL PROPERTY

All text, data, graphics, photographs, images, audio, video, trademarks, service marks, trade names and other information, visual or other digital material, software (including source and object codes) and all other content of any description available through our Services, and Smart Card where applicable, or available via a link from our Services to a page created by OVOU on another website (collectively, the “Content”), are the sole property of OVOU and/or its licensors. All Content is protected by Canadian and international copyright, trademark, service marks, patents, trade secrets, and other proprietary rights and laws. Use of the Content for any purpose not expressly permitted in our Terms of Service or otherwise consented to by OVOU is prohibited. To obtain written consent, please contact us at [support@ovou.com].

7. LINKS TO THIRD-PARTY WEBSITES

We may offer links on our Services to websites and mobile applications owned and operated by third parties. We provide these links as a convenience to our visitors and users. We do not review the content of such third-party services, and neither endorse, nor are responsible for, any content, advertising, products, services, or other materials on or available from such third-party services. You assume full responsibility for your use of third-party services. Such services may be governed by terms and conditions different from those applicable to our Services or Smart Card use, and we encourage you to review the terms and privacy policies of those third parties before using their services. We may also offer links to Content created by us and available on other services. If you

link to that Content, you are responsible for complying with the terms of use applicable to those services while you are using them.

8. DISCLAIMER; LIMITATION OF LIABILITY

8.1. DISCLAIMER. OUR SERVICES AND SMART CARDS ARE PROVIDED TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. WE DO NOT WARRANT THAT THE CONTENT OR USER CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT OUR SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; THAT YOUR ACCESS TO OUR SERVICES WILL BE UNINTERRUPTED; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; THAT OUR SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; THAT THE SMART CARD OR SERVICES WILL MEET YOUR NEEDS; OR THAT THE CONTENT IS TIMELY, SECURE OR ERROR-FREE.

TO THE EXTENT LEGALLY PERMITTED WE EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THOSE OF QUALITY, MERCHANTABILITY, MERCHANTABLE QUALITY, NON-INFRINGEMENT, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE. WE ARE NOT LIABLE FOR ANY LOSS, WHETHER OF MONEY (INCLUDING PROFIT), GOODWILL, OR REPUTATION, OR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR USE OF THE OVOU SERVICES, EVEN IF YOU ADVISE US OR WE COULD REASONABLY FORESEE THE POSSIBILITY OF ANY SUCH DAMAGE OCCURRING. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES, SO SUCH DISCLAIMERS AND EXCLUSIONS MAY NOT APPLY TO YOU.

8.2. Limitation of Liability. NOTWITHSTANDING ANYTHING CONTAINED IN THE PREVIOUS PARAGRAPH, IF WE ARE FOUND TO BE LIABLE, OUR LIABILITY TO YOU OR ANY THIRD PARTY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY IN TORT, BY STATUTE OR OTHERWISE) IS LIMITED TO \$100 CDN. UNDER NO CIRCUMSTANCES SHALL OVOU BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR OTHER DAMAGES WHATSOEVER.

8.3. Indemnity. You will indemnify and hold harmless OVOU and its affiliates and our and their respective officers, directors, agents and employees (each an “Indemnified Party”), from any claim made by any third party, together with any amounts payable to the third party whether in settlement or as may otherwise be awarded, and reasonable legal costs incurred by any of the Indemnified Parties, arising from or relating to your use of our Services or Smart Card, any alleged violation by you of the applicable terms, and any alleged violation by you of any applicable law or regulation. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter

subject to indemnification by you but doing so will not excuse your indemnity obligations.

9. MINORS

You must be at least eighteen (18) years old to use our Services and Smart Cards. If you are over eighteen (18) years of age but under the age of majority in your province or territory of residence, you must have your parent or legal guardian's permission to do so. OVOU reserves the right to confirm such consent at any time and to discontinue your use of our Services should such consent not be granted.

10. CHOICE OF LAW AND FORUM

Where permitted by law, our Terms of Service are governed by and will be interpreted in accordance with the laws of the Province of British Columbia and of the laws of Canada applicable therein, without regard to any principles of conflicts of law. Where permitted by law, you agree that any action to enforce these Terms of Service may be brought in the courts located in the Province of British Columbia. You further agree to submit to the personal jurisdiction of these courts for the purpose of any proceeding arising out of these Terms of Service and waive any objections and defenses inconsistent with such venue. By using our Services or Smart Cards, you represent and warrant that your use complies with applicable law in your jurisdiction of residence.

11. GENERAL

These Terms of Service constitute the entire agreement between you and us with respect to your use of our Services and Smart Cards. If any provision of these Terms of Service is held to be invalid or unenforceable, such provision will be stricken and the remaining provisions enforced. Notwithstanding any other provisions of these Terms of Service, any provision of these Terms of Service that imposes or contemplates continuing rights or obligations on you or us will survive the expiration or termination of these Terms of Service, including, without limitation, the indemnification and limitation of liability provisions.

It is the express wish of the parties that this agreement and all related documents be drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

12. CHANGES AND TERMINATION

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, our Services and Smart Cards (or any part thereof) with or without notice. If you wish to terminate your Account with OVOU, you may discontinue using our Services and Smart Cards and delete any applications or software that you may have downloaded from us. We may amend our Terms of Service by posting revisions through a link on our Website, with no additional notice to you. Your continued access to and use of our Services will constitute acceptance of our amended Terms of Service. If you do not agree with our Terms of Service, or any future amendments, your sole recourse is to cease use of our Services and Smart Cards. If you have any questions regarding our Terms of Service, please contact [support@ovou.com].

BY USING OUR SERVICES AND SMART CARDS, YOU ACKNOWLEDGE THAT YOU HAVE READ OUR TERMS OF SERVICE, UNDERSTAND THEM AND AGREE TO ALL OF THE TERMS AND CONDITIONS IN OUR TERMS OF SERVICE.

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