

MyMuCo End-User License Agreement v.1.0

July 1, 2014

Please read the terms and conditions of this License Agreement carefully before continuing with this program installation. The following end user license agreement (the “EULA”) is a legally binding agreement between you and MyMuCo Inc., its affiliates and any successors and assigns (“MYMUCO”).

The EULA governs your use of MYMUCO’s MyMuCo software (the “Software”). The Software may only be used by you through services licensed to you by MYMUCO (the “Services”) and that are subject to a separate terms of service agreement (the “Terms of Service”) and privacy policy (the “Privacy Policy”), which are incorporated by reference into the EULA. You must agree to the EULA, Terms of Service and Privacy Policy in order to use the Software.

If you do not agree to the terms of this EULA, do not install or use the Software Product. By checking a box that states “I agree” or by using the Software or any portion thereof, you are agreeing to be bound by the EULA. If you are a parent or guardian and you provide your consent to your child's use of the Software or Services, you agree to be bound by the EULA in respect to their use of the Software. If you are using the Software on behalf of an organization, you represent that you have the authority to bind the organization to the EULA and are agreeing to the EULA for that organization. Where you are using the Software on behalf of an organization, “you” refers to the organization.

1. Scope of License

1.1 Software License.

Except as otherwise provided in the EULA, MYMUCO grants you a personal, revocable, non-exclusive, non-transferrable license to use the Software by installing it on a single mobile device that you own or control and accessing an account with the Services. You hereby acknowledge that no title or ownership interest in the Software is transferred or assigned to you and that the EULA is not a sale of any right to the Software.

1.2 License Term.

The term of the license contained in the EULA commences on the date you agree

to the EULA and terminates upon the earliest of:

- MYMUCO's termination of the EULA or Terms of Service and that may occur without notice or reason;
- your removal of the Software;
- your failure to pay any fee, including a license or subscription fee, due and owing by you to MYMUCO;
- your termination of the EULA, Terms of Service and Privacy Policy; or
- your non-compliance with the EULA, Terms of Service or Privacy Policy.

1.3 License Limitations.

The license granted to you in the EULA is subject to limitations. You agree that that you will not:

- use the MyMuCo software on any iPod touch or iPhone that You do not own or control,
- distribute or make the MyMuCo software available over a network where it could be used by multiple devices at the same time.
- rent, lease, lend, sell, redistribute or sublicense the MyMuCo software.
- copy (except as expressly permitted by this license and the Usage Rules), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the MyMuCo software, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the Licensed Application).

The terms of the license will govern any upgrades provided by MYMUCO that replace and/or supplement the original Product, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

2. Updates

MYMUCO reserves the right, at its sole discretion, to change or modify or to add or remove portions of the EULA, Terms of Service or Privacy Policy at any time ("Updates"). MYMUCO agrees to notify you of Updates by email and to make

them available at www.MYMUCO.com. You will be deemed to have accepted any Update by continuing to use the Software or Services. Unless MYMUCO states otherwise, Updates are automatically effective thirty days after being posted on www.MYMUCO.com.

3. Termination

Your rights under this license will terminate automatically without notice from MYMUCO if You fail to comply with any term(s) of this license. If at any time you disagree with the then-current EULA, Terms of Service or Privacy Policy you agree to terminate the EULA, Terms of Service and Privacy Policy. Upon termination of the license, you shall cease all use of the Software and Services, and destroy all copies, full or partial, of the Software and notify MYMUCO of your intention to terminate by emailing service@MYMUCO.ca.

4. Technical Support

Unless otherwise provided in the EULA, MYMUCO has no obligation to provide any upgrades, technical information or technical support of any kind to you.

5. Ownership

MYMUCO retains all interests, intellectual property, ownership rights and title in the Software and all copies thereof including but not limited to computer code, documents and documentation, copyrights, patents, trademarks, trade secrets, trade names, titles, MYMUCO supplied audio or visual content and methods. The Software is protected by the copyright laws of Canada, international treaties, conventions and other laws around the world. The complete or partial reproduction, dissemination, exploitation, transmission, modification or use of information or other content of MyMuCo (electronically or otherwise) for public or commercial purposes without the prior written consent of MYMUCO is prohibited.

6. Third Party Software

The Software incorporates or may incorporate in the future software provided by third parties (“Third Party Software”) or provide access to third party services and Websites (collectively “Third Party Services”). The EULA does not grant you any license, right, title or other interest in Third Party Software or Third Party Services. Use of the Software may require you to use Third Party Software or

provide access to Third Party Services and to enter into agreements between you and a third party. It is up to you to determine whether to agree to the terms of any Third Party Software agreement or Third Party Services agreement. MYMUCO MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THIRD PARTY SOFTWARE OR SERVICES. YOU AGREE THAT MYMUCO WILL NOT BE LIABLE FOR ANY CLAIM, LOSS OR DAMAGE RELATING TO THIRD PARTY SOFTWARE OR SERVICES.

7. No Warranty

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE MYMUCO SOFTWARE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE MYMUCO SOFTWARE AND ANY SERVICES PERFORMED OR PROVIDED BY THE MYMUCO SOFTWARE ("SERVICES") ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND APPLICATION PROVIDER MYMUCO HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE MYMUCO SOFTWARE AND ANY SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. APPLICATION PROVIDER MYMUCO DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE MYMUCO SOFTWARE, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE MYMUCO SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE MYMUCO SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE MYMUCO SOFTWARE OR SERVICES WILL BE CORRECTED. YOU ASSUME RESPONSIBILITY FOR DETERMINING WHETHER THE SOFTWARE AND ITS RESULTS, IF ANY, ARE APPROPRIATE FOR YOURSELF, YOUR CHILD AND YOUR COMPUTER OR MOBILE DEVICE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY APPLICATION PROVIDER MYMUCO OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE MYMUCO SOFTWARE OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS

ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

8. Limitation of Liability, Indemnity

YOU HEREBY AGREE THAT MYMUCO SHALL NOT BE LIABLE TO YOU OR ANY PARTY RELATED TO YOU FOR ANY LOSS OR DAMAGE OF ANY KIND ARISING OUT OF OR RELATING TO THE EULA OR INSTALLATION OR USE OF THE SOFTWARE OR THIRD PARTY SOFTWARE AND INCLUDING WITHOUT LIMITATION, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES INCLUDING LOSS OF PROFITS, COMPUTER FAILURE OR MALFUNCTION, LOSS OF GOODWILL AND ANY AND ALL OTHER DAMAGES OR LOSSES. You agree to indemnify, defend and hold MYMUCO, its affiliates, agents, contractors, directors, employees, officers and partners harmless from and against any claim, liability, injury, damage, cost, loss or expense that arises from your use of the Software. THIS LIMITATION APPLIES TO ANY CAUSE OF ACTION OR CLAIMS IN THE AGGREGATE, WHETHER IN AN EQUITABLE, LEGAL OR COMMON LAW ACTION ARISING HEREUNDER AND INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNITY, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY AND OTHER TORTS.

9. Equitable Remedies

You hereby agree that MYMUCO would be irreparably damaged if the terms of the EULA are not specifically observed and, therefore, you agree that MYMUCO shall be entitled, without bond, other security or proof of damages, to appropriate equitable remedies with respect to your breach of any terms of the EULA, in addition to other remedies available to MYMUCO under applicable law.

10. Governing Law and Dispute Resolution

10.1 Governing law.

The EULA shall be governed and construed under the laws of Canada and the province of Ontario. You hereby agree that the United Nations Convention on Contracts for the International Sale of Goods is excluded in its entirety from application to the EULA.

10.2 Dispute Resolution.

If any disagreement or dispute arising out of or relating to the EULA, Terms of Service or Privacy Policy, or breach thereof, (a “Dispute”) occurs, you and MYMUCO agree to first attempt to resolve the Dispute informally for a period of least 30 days commencing on the date you make the Dispute known to MYMUCO. If the Dispute is not resolved, you and MYMUCO agree to submit the Dispute to settlement by final and binding arbitration to be conducted in Ontario, Canada. The arbitration shall be commenced and conducted in accordance with the Commercial Rules of the American Arbitration Association (the “Rules”). Your arbitration fees and your share of the arbitrator’s compensation shall be governed by and, where appropriate, limited by the Rules. If the law of your jurisdiction prohibits the provisions of the foregoing, the arbitration shall be commenced and conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce.

10.3 Restrictions.

You and MYMUCO agree that any informal resolution or arbitration of a Dispute shall be limited between MYMUCO and you individually. To the full extent permitted by applicable law, no arbitration shall be joint with any other and you have no right or authority to: (a) arbitrate a Dispute on a class-action basis or to utilize class action procedures; and to (b) raise a Dispute in a representative capacity on behalf of the general public or any other persons.

10.4 Exceptions to Informal Resolution and Arbitration.

You and MYMUCO agree that the following Disputes are not subject to the above provisions concerning informal Dispute resolution and arbitration: (a) Disputes concerning the enforcement, protection or validity of intellectual property rights belonging to you or MYMUCO; (b) Disputes concerning allegations of invasion of privacy, piracy, theft or unauthorized use of the Software (including violation of the EULA, Terms of Service or Privacy Policy); and (c) claims for injunctive relief.

11. Severability

The finding by a court of competent jurisdiction of the unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid or illegal.

12. No Waiver

MYMUCO's failure to assert or enforce any right contained in the EULA shall not constitute a waiver of that right.

13. Entire Agreement

The EULA represents the entire agreement between you and MYMUCO concerning the subject matter hereof and supersedes any prior proposal, representation, or understanding between the parties, however, that the EULA shall coexist with and shall not be superseded by the Terms of Service and Privacy Policy. To the extent the EULA conflicts with the provisions of the Terms of Service, the conflicting provisions in the Terms of Service shall govern. To the extent the EULA conflicts with the provisions of the Privacy Policy, the conflicting provisions in the Privacy Policy shall govern.

