

1. Introduction

Spinmetry Inc. (hereinafter “Intelocate”) is the licensor and provider of an innovative online solution that empowers you with the ability to manage and analyze every aspect of multi-location business operations, marketing programs and campaigns, location based operational issues management and asset use, as well as the ability to share information with your employees, store managers, agents, contractors and other business owners (hereinafter “Services”).

For the purposes of these Terms of Service (hereinafter “Terms”) “you” and “your” shall mean an individual or a legal entity, and its directors, officers, employees agents, representatives and others for whom it is responsible at law, that uses Services and is eligible to be bound by these Terms. “Website” shall refer to www.intelocate.com and all relevant subdomains and/or any other website owned by Intelocate.

2. Legal Agreement

Intelocate provides its services to users subject to these Terms. By completing the registration process on the Website and by using the Services you are stating that you are eligible for a user account and you accept these Terms as a binding agreement and contract between you and Intelocate. If you disagree with any part of these Terms, you must leave the Website and discontinue using the Service immediately. You will remain responsible for your obligations and responsibilities under these Terms at all times, including where applicable if you discontinue using the Services or our relationship is terminated.

If you are using the Services on behalf of any other person, company, entity, organization or third party, you represent and warrant that you are authorized to accept these Terms on their behalf, and that you both jointly and severally agree to indemnify and save harmless Intelocate and its directors, officers, employees agents and representatives (“Intelocate Group”) from any liabilities, actions, demands, judgments, losses, costs, damages and expenses (“Losses”) of any kind sustained by Intelocate Group arising from a violation by you or the third party of these Terms.

Intelocate reserves the right to modify these Terms from time to time without prior notice. Such modifications shall be effective upon posting them on the Website located at www.intelocate.com/legal, and shall take effect immediately thereafter. It is your responsibility to check the Website from time to time to apprise yourself of any changes to the Terms. At our option, we may notify you in the event of any material changes to the Terms.

You agree to be bound to any changes of these Terms when you use the Services after a modification is posted.

3. Registration

To start using the Services, you must register online for an account, whether as a guest or a purchasing user, at www.intelocate.com and provide your email address and password. The provided email address and password are used to create your Intelocate login account and let you sign in to use the Services (Not applicable for pre-subscribed Enterprise clients, who are provided with individual logins by Intelocate prior to the product launch and with accordance to executed by both parties Intelocate Service Agreement). Intelocate may require you to provide it with additional information in order to enable use of the Services. You will purchase one of the packages specified on the Website (each a “Service Package”) as you may select on the Website.

Intelocate shall store certain of your content and data on the Website or elsewhere for your use and, where applicable, use by other permitted third parties. All such information shall be encrypted. Intelocate has obtained the SL Certificate relating to online security and will be utilizing and mandating other security measures, including but not limited to:

- No plain-text passwords to be used
- Cross-site forgery detection employed
- Assigned information only valid for a particular request
- No ability or permission to create third-party forms

Intelocate agrees to use commercially reasonable efforts to keep any of your content and information confidential and not to use such information or disclose such information to any third party without your consent. Notwithstanding the above, a) you grant Intelocate an irrevocable right to utilize your content and information for analytics, predictive analytics, network creation, certain actions and processes associated with the Services, case studies, development of new products and services, survey generation and system improvements (all information, data and content so used will be anonymized wherever possible to protect the confidentiality of such content and information unless you otherwise provide your prior written consent) (together “Permitted Uses”) and b) this obligation of confidentiality shall not extend to any circumstances where (i) information becomes known to the general public without fault or breach of the terms hereof by Intelocate, (ii) information is independently developed by Intelocate, where it can reasonably demonstrate that such development did not involve any confidential information of yours, (iii) information is rightfully received from a third party without restriction on disclosure and without breach of the terms hereof by Intelocate, or (iv) the disclosure of information is required by law.

Notwithstanding the above or anything else in these Terms, you agree to provide accurate and current information about yourself as may be prompted by the registration form, maintain the security of your password and accept all risks of unauthorized access to your password, account and content. Notwithstanding the above or anything else in these

Terms, Intelocate does not warrant in any way that any data may not be intercepted for illegal purpose. You agree that you shall indemnify and save harmless Intelocate Group from any Losses arising from the content and operation of your account. Except as set out in these Terms, Intelocate assumes no responsibility for the content, results or operation of your account, your data or your interaction with any Website.

In the event you choose to share your content with another user of the Services (“Shared Content”), you assume full responsibility for that user’s use and subsequent disclosure of the Shared Content and Intelocate will not under any circumstances be responsible for maintaining the confidentiality of the Shared Content in respect of that user. For greater clarity, it is your sole responsibility to ensure that anyone who receives Shared Content keeps it confidential if you so desire and only uses it for purposes which you designate. If you choose to access other networks or websites connected to Intelocate’s network or website, you are solely responsible for adhering to the rules of those networks

Grant of Right to Use

Subject to these Terms and any restrictions imposed by any governmental authority or applicable laws, regulations, ordinances, judgments, orders or policies set forth by any authorized governmental body, Intelocate grants to you a limited, revocable, non-exclusive right to use the Services solely as provided for in your subscription for Services. You may use the Services during the subscription period, provided you have paid and continue to pay the subscription fees, when and as applicable. Your Services Package and use of Services is non-transferable without the prior written consent of Intelocate.

The rights granted above shall be granted to the categories of persons specified in your Services subscription. Certain categories of users (e.g. administrators) will also have access to different parts of the Services.

Intelocate hereby acknowledges your right and ownership to both your own content and data, as well as the results and reports generated by your use of the Services (“Reports”). Intelocate shall have the right to utilize the data contained in your results and report for Permitted Uses. During the subscription period Intelocate shall grant to you the right to:

- reproduce, copy, modify, adapt, translate and otherwise create derivative works of the Reports; and
- transmit and/or publish the Reports.

You may not use the Services for (a) any purpose contrary to any applicable law or regulation, (b) any fraudulent, illegal or immoral purpose, (c) any purpose which directly interferes with the use of services provided to any other customer of Intelocate, or (d) any other purpose which would, on an objectively reasonable basis, materially adversely affect the reputation and business prospects of Intelocate (in each case a “Prohibited Use”).

The granted rights shall terminate immediately when and if you fail to comply with these Terms, and Intelocate may thereupon, in its sole discretion, suspend or terminate your account, terminate this agreement and/or the Services and pursue you for any applicable charges and fees. Intelocate reserves the right to monitor and inspect your account, your use of the Services and your activities from time to time. You agree that Intelocate may use your name, corporate name (if applicable) and logo (if applicable) to identify you as a user and client of the Services and in Intelocate's promotional portfolio as well as any testimonials, if you elect to provide Intelocate with those.

In the event you receive any information which Intelocate indicates is confidential in nature or which you are reasonably able to infer is confidential in nature ("Confidential Information"), you agree to maintain the confidentiality of Confidential Information with at least the degree of care that you would maintain your own confidential information, and no less than a reasonable degree of care. You will not disclose Confidential Information to any third party without Intelocate's prior written consent.

5. Terms of Payment and Refunds

The Services are provided to registered users based on a selected subscription to a paid Services Package. You agree to pay forthwith, or at such time specified by Intelocate, all applicable fees, including one-time or recurring fees incurred in connection with the projects of the Service account at the prices effective at the time a subscription is bought ("Subscription Fees").

You will provide personal and payment details when you register and you consent to the collection, use and disclosure of this information. You will be required to pay Subscription Fees as and when due, either when invoiced or in advance, as set out in the details of your Service Package. You shall be responsible for and liable for all Subscription Fees until actually received by Intelocate. Intelocate may suspend or terminate Services to you in the event of non-payment of Subscription Fees and in such event, any and all Subscription Fees which would be due and owing for the remainder of the subscription term will become thereafter immediately due and owing in full.

Subscriptions are annual in duration unless otherwise specified in your Service Package. Upon the expiration of your Service Package, the term shall renew on a month-to-month basis unless you indicate otherwise to Intelocate in writing at least 30 days in advance of the expiry of the initial term or renewal term of your Service Package, as applicable. Unless stated otherwise in these Terms, all Subscription Fees are non-refundable.

6. Privacy

If required to disclose confidential information by law, we agree to give you as much notice as is reasonably practicable prior to disclosing such information. The privacy of the Service users is very important to Intelocate, therefore the use of the Service is also governed by our [Privacy Policy](#), which is incorporated into these Terms by this reference and which can be found at www.intelocate.com/legal.

7. Disclaimer

EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, TO THE EXTENT PERMITTED UNDER APPLICABLE LAWS, INTELOCATE AND ITS AFFILIATES, MEMBERS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ANY WARRANTY AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT.

INTELOCATE AND ITS AFFILIATES, MEMBERS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS DO NOT GUARANTEE AND DO NOT PROMISE (A) ANY SPECIFIC RESULTS FROM THE USE OF THE SERVICES; (B) THAT THE SERVICES WILL MEET YOUR REQUIREMENTS; (C) THAT THE SERVICES WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (D) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE. INTELOCATE AND ITS AFFILIATES, MEMBERS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS DO NOT ASSUME ANY OBLIGATION TO MONITOR USER ACTIVITIES ON THE SERVICE

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

8. Limitation on Liability

TO THE EXTENT PERMITTED UNDER APPLICABLE LAWS, INTELOCATE AND ITS AFFILIATES, MEMBERS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU, OR ANY THIRD PARTY, FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, ATTORNEY FEES, ANY LOST PROFITS, BUSINESS INTERRUPTION AND LOSS OF PROGRAMS OR OTHER DATA ON YOUR INFORMATION HANDLING SYSTEM)

ARISING FROM YOUR USE OF THE SERVICE, EVEN IF YOU OR INTELOCATE AND ITS AFFILIATES, MEMBERS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ACKNOWLEDGE THAT THE ECONOMIC TERMS OF OUR AGREEMENT REFLECT THE FOREGOING ALLOCATION OF RISK AND SUCH ALLOCATION OF RISK IS A SIGNIFICANT INDUCEMENT FOR INTELOCATE TO PROVIDE THE SERVICE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, INTELOCATE AND ITS AFFILIATES, MEMBERS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS' AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO TWO HUNDRED DOLLARS (\$200.00). YOU ACKNOWLEDGE THAT IF NO FEES ARE PAID TO INTELOCATE AND ITS AFFILIATES, MEMBERS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS FOR THE SERVICES, YOU SHALL BE LIMITED TO INJUNCTIVE RELIEF ONLY, UNLESS OTHERWISE PERMITTED BY LAW, AND YOU SHALL NOT BE ENTITLED TO DAMAGES OF ANY KIND FROM INTELOCATE AND ITS AFFILIATES, MEMBERS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS, REGARDLESS OF THE CAUSE OF ACTION.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

9. Termination and Suspension

You may terminate these Terms at any time via email to the designated contact email account at Intelocate specifying you wish to cancel the Services. You must give us thirty (30) days written notice. If you cancel within six months of your initial subscription, you will still be required to pay the remainder of the Subscription Fees for any unused portion of your subscription term for Services up to the end of such six-month period. Thereafter, if you have paid an annual Subscription Fee to Intelocate, Intelocate shall, within a reasonable period of time, refund you the amount proportional to the unused portion of your term subscribed for (each a "Refund"). Intelocate may terminate these Terms and the provision of Services to you if you breach or violate these terms and do not cure such breach within the time period provided for cure or for non-payment of any Subscription Fees when due. For a breach which constitutes a Prohibited Use, Intelocate may terminate these Terms and the Services immediately without notice. The termination shall be effective immediately or as may be specified in the notice.

Intelocate reserves the right to suspend your account and the Services for any period of time at Intelocate's sole discretion in the event Intelocate reasonably believes that you are using the Services for illegal purposes.

Upon notification of termination by either party, you must immediately cease using the Services. In the event of any termination for breach by you, you shall not be entitled to any refunds of any Subscription Fees, any other fees, or any outstanding balance for Services rendered through the date of termination.

Intelocate may otherwise terminate your Services for any reason upon thirty (30) days written notice, in which event a Refund shall be payable to you in the manner specified above.

You and Intelocate agree that Intelocate will retain your registration information and other data and content on a secure basis for a period of ninety (90) days to enable ease of re-use by you in the event you elect to re-subscribe for Services within that period of time.

10. General

These Terms shall be governed by and construed in accordance with the laws of Ontario, Canada without regard to conflict of laws principles. Any action relating to these Terms must be brought in the Provincial courts located in Toronto, Ontario and you irrevocably consent to the jurisdiction of those courts and waive any claim that those courts constitute an inappropriate venue or inconvenient forum, including but not limited to any claim as to the location of the data and Service, whether in the cloud or otherwise.

In the event circumstances arise beyond Intelocate's reasonable control or foreseeability, including but not limited to an event which would constitute force majeure (i.e. flood, earthquake, lightning, tempest, fire, act of God, insurrection, riot, strike or labour dispute, terrorism) which adversely affects the provision of the Services by Intelocate, Intelocate shall not be liable to you by reason of the occurrence of such event or circumstance, however Intelocate shall notify you of the occurrence or event and shall take reasonable steps to minimize the time period of any delay or inability to use the Services.

The Terms constitute the entire agreement between you and Intelocate and govern your use of the Services, superseding any prior agreements between you and Intelocate. If any provision of the Terms is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms will remain in full force and effect.

You may not assign these Terms to anyone, and any assignment of these Terms by you will be null and void.

The section titles and numbering of these Terms are displayed for convenience and shall have no legal effect. These Terms shall be read with the changes in gender or number appropriate to the context. Intelocate and you are independent contractors and no relationship of agency, joint venture, employer-employee or similar relationship is formed due to these Terms, and neither you or Intelocate has any ability to bind the other to any contractual arrangements with third parties.

You and Intelocate agree to do all additional acts and execute all additional documents to give best effect to these Terms. These Terms enure to the benefit of and are binding on your and Intelocate's respective heirs, executors, assigns and personal representatives.

Intelocate reserves the right to have a third party provide the Service and shall notify you if this is the case. Intelocate shall remain responsible for any of its obligations under these Terms. If you have any questions or comments about these Terms, please contact us at info@intelocate.com.

Notice shall be delivered by electronic communication to the email address or facsimile number provided by you to Intelocate and, if notice from you, to Intelocate's email address or facsimile number listed for contact on our website. Notice shall be deemed to be delivered on the day it is sent.

Any obligations of (a) indemnification, (b) payment by you of outstanding Subscription Fees and (c) confidential information of Intelocate received by you shall survive the termination of your Services indefinitely.