

## Terms of Service - End user licensing agreement (EULA)

A. Acceptance. By using or visiting the Snibble Corp. (“**Snibble**”) website or any Snibble products, software, data feeds, and services provided to you on, from, or through our website or applications (collectively the "**Service**") you provide your agreement to: (i) this end user license agreement (the “**Agreement**” or “**Terms of Service**”); and (ii) Snibble's Privacy Policy, found at <https://www.snibblecorp.com/terms>, and <https://www.snibblecorp.com/privacy> respectively and incorporated herein by reference. If you do not agree to any of these terms or the Privacy Policy, please do not use the Service. The Snibble App is made available to you through the App Store for the iOS version and PlayStore for Android version of the app. The Snibble application (the “**Application**”) is licensed, and is not sold to you by Snibble, the legal licensor of this App. Your licence to this Application is subject to your prior acceptance of these Terms of Service.

B. Service. The Service includes all aspects of Snibble, including but not limited to all products, software and services offered via the Snibble website, such as the Snibble channels, any embeddable players or uploading applications and other applications. The Service may contain links to third party websites, services and content (including advertising) that are not owned or controlled by Snibble and Snibble has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, Snibble will not and cannot censor or edit the content of any third-party site. By using the Service, you expressly acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content and expressly relieve Snibble from any and all liability arising from your use of any third-party website. Accordingly, we encourage you to be aware when you leave the Service and to read the terms and conditions and privacy policy of each additional website that you visit.

Additionally, Apple Inc., Google, Inc., Microsoft Corporation or BlackBerry Limited and/or their applicable international subsidiaries and affiliates will be third-party beneficiaries to this contract if you access the Services using applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to the terms set forth in the applicable third party beneficiary’s terms of service.

C. Changes. Although we may attempt to notify you when major changes are made to these Terms of Service, you should periodically review the most up-to-date version at <https://www.snibblecorp.com/terms>. Snibble may, in its sole discretion, modify or revise these Terms of Service and policies at any time, and you agree to be bound by such modifications or revisions. Nothing in these Terms of Service shall be deemed to confer any third-party rights or benefits.

D. Accounts. In order to access some features of the Service, you will have to create a Snibble account. You may never use another's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify Snibble immediately of any breach of security or unauthorized use of your account. Although Snibble will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of Snibble or others due to such unauthorized use.

E. Ownership. The Services and all rights therein are and shall remain Snibble's property or the property of Snibble's licensors. Neither these terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted below; or (ii) to use or reference in any manner Snibble's company names, logos, product and service names, trademarks or service marks or those of Snibble's licensors.

F. Scope of License: Licensor grants to you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to: (i) access and use the Snibble Application on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, non-commercial use. Any rights not expressly granted herein are reserved by Snibble and its licensors. The terms of this Agreement will govern any content, materials, or services accessible from or purchased within the Application as well as upgrades provided by Snibble that replace or supplement the original Application, unless such upgrade is accompanied by a custom end user license agreement.

Except as provided in this Agreement, you may not distribute or make the Application available over a network, where it could be used by multiple devices at the same time. You may not transfer, redistribute or sublicense the Application and, if you sell your personal device to a third party, you must remove the Application from your personal device before doing so. You agree not to distribute in any medium any part of the Service or the related content without Snibble's prior written authorization, unless Snibble makes available the means for such distribution through functionality offered by the Service.

You may not alter, modify, copy, reverse-engineer, disassemble, attempt to derive the source code or modify, or create derivative works of the Application, any updates, or any part thereof (except as and only to the extent that any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing the use of any open-sourced components included with the Application).

You agree not to access content through any technology or means other than the video playback pages of the Service itself, any applicable embeddable player, or other explicitly authorized means Snibble may designate.

You agree not to use the Service for any of the following commercial uses unless you obtain Snibble's prior written approval:

- the sale of access to the Service;
- the sale of advertising, sponsorships, or promotions placed on or within the Service or content; or
- the sale of advertising, sponsorships, or promotions on any page of an ad-enabled blog or website containing content delivered via the Service, unless other material not obtained from Snibble appears on the same page and is of sufficient value to be the basis for such sales.

G. Consent to Use of Data: You agree that Snibble may collect and use technical data and related information—including but not limited to technical information about your device, system and application software, and peripherals—that is gathered periodically to facilitate the provision of software updates, product support, and other services to you (if any) related to the Application. Snibble may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies to you. Snibble will take all reasonable measures to protect this data and not sell it to third parties. You can find a copy of Snibble's Privacy Policy on the Snibble website at <https://www.snibblecorp.com/privacy>.

H. Termination. This Agreement is effective until terminated by you or Snibble. Your rights under this Agreement will terminate automatically if you fail to comply with any of its terms. Snibble will terminate a user's access to the Service if, under appropriate circumstances, the user is determined to be a repeat infringer.

I. External Services. The Application may enable access to Snibble's and/or third-party services and websites (collectively and individually, "**External Services**"). You agree to use the External Services at your sole risk. Snibble is not responsible for examining or evaluating the content or accuracy of any third-party External Services, and shall not be liable for any such third-party External Services. Data displayed by any Application or External Service, including but not limited to financial, medical and location information, is for general informational purposes only and is not guaranteed by Snibble or its agents. You will not use the External Services in any manner that is inconsistent with the terms of this Agreement or that infringes the intellectual property rights of Snibble or any third party. You agree not to use the External Services to harass, abuse, stalk, threaten or defame any person or entity, and that Snibble is not responsible for any such use. External Services may not be available in all languages or in your home country, and may not be appropriate or available for use in any particular location. To the extent you choose to use such External Services, you are solely responsible for compliance with any applicable laws. Snibble reserves the right to change, suspend, remove, disable or impose access restrictions or limits on any External Services at any time without notice or liability to you.

J. Text Messaging. By creating an account, you agree that the Services may send you text (SMS) messages as part of the normal business operation of your use of the Services. You may opt-out of receiving text (SMS) messages from Snibble at any time by following the directions found at <https://www.snibblecorp.com>. You acknowledge that opting out of receiving text (SMS) messages may impact your use of the Services.

K. Network Access and Devices. You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. Snibble does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

L. No warranty. You expressly acknowledge and agree that use of the Application is at your sole risk. To the maximum extent permitted by applicable law, the Application is provided "as is" and "as available" with all faults and without warranty of any kind, and Snibble, its officers, directors, employees, and agents disclaim all warranties, express or implied or statutory, in connection with the Services and your use thereof, 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 of non-infringement of third-party rights. No oral or written information or advice given by Snibble or its authorized representative shall create a warranty. Should the Application or service 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 or applicable statutory rights of a consumer, so the above exclusion and limitations may not apply to you. SNIBBLE MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS APPLICATIONS CONTENT OR THE CONTENT OF ANY SITES LINKED TO ITS WEBSITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. SNIBBLE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY

PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR ANY HYPERLINKED SERVICES OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND SNIBBLE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

**M. Limitation of Liability.** To the extent not prohibited by law, in no event shall Snibble, its officers, directors, employees, and agents be liable for personal injury or any incidental, special, indirect, or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruptions, or any other commercial damages or losses, arising out of or related to your use of or inability to use the licensed applications, however caused, regarding of the theory of liability (contract, tort, or otherwise) and even if licensor has been advised of the possibility of such damages. Some jurisdictions do not allow the limitation of liability for personal injury, or of incidental or consequential damages, so this limitation may not apply to you. In no event shall Snibble's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars (CDN\$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

YOU SPECIFICALLY ACKNOWLEDGE THAT SNIBBLE SHALL NOT BE LIABLE FOR ANY CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

The Service is controlled and offered by Snibble from its facilities in Canada. Snibble makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are responsible for compliance with local law.

**N. Indemnity.** To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless Snibble, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party rights, including without limitation any copyright, property, or privacy right; or (iv) any claim that your Content caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the Service.

**O. Ability to Accept Service.** You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. In any case, you affirm that you are over the age of 13, as the Service is not intended for children under 13. If you are under 13 years of age, then please do not use the Service.

**P. Assignment.** These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Snibble without restriction

**Q. No Export.** You may not use or otherwise export or re-export the Application except as authorized by Canadian law and the laws of the jurisdiction in which the Application was obtained. In particular, but without limitation, the Application may not be exported or re-exported: (a) into any Canada and/or U.S.-embargoed countries; or (b) to anyone on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Department of Commerce Denied Persons List or Entity List. By using the Application, you represent and warrant that you are not located in any such country, or on any such list. You also agree that you will not use these products for any purposes prohibited by Canadian or United States law,

including, without limitation, the development, design, manufacture, or production of nuclear, missile, or chemical or biological weapons.

R. Miscellaneous. Except to the extent expressly provided in the following paragraph, this Agreement and the relationship between you and Snibble shall be governed by the laws of the Province of Ontario, Canada, excluding its conflicts of law provisions. You and Snibble agree to submit to the personal and exclusive jurisdiction of the courts located within the city of Toronto, Ontario, Canada to resolve any dispute or claim arising from this Agreement. If (a) you are not a Canadian citizen; (b) you do not reside in Canada; (c) you are not accessing the Service from Canada; and (d) you are a citizen of one of the countries identified below, you hereby agree that any dispute or claim arising from this Agreement shall be governed by the applicable law set forth below, without regard to any conflict of law provisions, and you hereby irrevocably submit to the non-exclusive jurisdiction of the courts located in the state, province or country identified below whose law governs.

If you are a citizen of any European Union country or Switzerland, Norway or Iceland, the governing law and forum shall be the laws and courts of your usual place of residence.

Specifically excluded from application to this Agreement is that law known as the United Nations Convention on the International Sale of Goods.

YOU AND SNIBBLE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

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