

## TERMS AND CONDITIONS OF USE

**FOREACH CODE FACTORY** (NEQ 1174773029), a division of Caya Technologies Inc. duly incorporated under the laws of Canada and having its principal offices in the city of Boucherville, Quebec, Canada (the “**Company**”).

The following are the terms and conditions of a legal agreement between you and the Company. By installing, accessing, browsing and/or using the Software (as defined below) or any of its components, you acknowledge that you have read, understood and agree to abide by and comply with all terms, conditions and notices contained in or referenced herein (the “**Terms and Conditions**”).

The Company reserves the right, at its sole discretion to change, add or remove portions of these Terms and Conditions, at any time. It is your responsibility to periodically check these Terms and Conditions for changes. Your continued use of the Software following the posting of changes will mean that you accept and agree to such changes.

### DEFINITIONS

“**Data**” shall mean any and all information collected during the use of the Software;

“**Device**” shall mean an electronic device used to access the Services, such as a personal computer (PC), a tablet and/or a smartphone;

“**Intellectual Property**” shall mean any and all intellectual property rights of the Company, including, without limitation, inventions, patents and/or applications of such, know-how, trade secrets, designs, copyrights (including copyrights in documentation and related objects) in relation to the Software, neighboring rights, trademarks, service marks, logos, business and company names, domain names and other intellectual property rights of a similar kind in any part of the world whether registered or not, including applications for the registration of such rights in relation to the Software. Without limiting the generality of the foregoing, it is agreed that the Intellectual Property includes the Software and all of its content, including but not limited to, the source code, the text, logos, slogans, images, drawings, graphics, illustrations, photographs, videos, musical excerpts; and

“**Software**” shall mean any version of *PHP CL*™ for any Device, including all of its components, any upgrades and/or update and the documentation relating to the use of the Software.

### COMPATIBILITY AND REQUIREMENTS

Software usage requires the use of a compatible Device and access to the internet. You agree that you are solely responsible for meeting these requirements and for any fees, charges or expenses associated with the use of the Device, including but not limited to those relegated to internet access.

### NO WARRANTY OR REPRESENTATION

The Company, its affiliates and/or any other party involved in creating, producing or delivering the Software shall not be liable for any direct, indirect, incidental, special, consequential, punitive or other damages whatsoever.

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You shall not use, nor permit others to use, the Software in a manner or for a purpose contrary to these Terms and Conditions. You further agree to abide by the respective usage policies of any other networks or computing resources that you may access, whether voluntarily or not, through the use of the Software. Without limiting the generality of the foregoing, you may not modify, copy, distribute, transmit, reproduce, publish, license, create derivative works from, sell or otherwise transfer any portion of the Software and/or the Intellectual Property.

You are solely responsible for any and all activities undertaken by you when using the Software, including, without limitation, access to materials on the Internet (whether at a password-protected site or not) and such activities are at your own risk.

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The fees paid by you are paid in consideration of the License granted under these Terms and Conditions. A License will allow the Software to continue to operate for a period for which has been purchased.

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Termination or expiration of the License shall cause a cessation of Data access. Under no circumstance is the Company responsible for keeping any Data once the License has expired.

## **INTELLECTUAL PROPERTY RIGHTS**

The Intellectual Property is the exclusive property of the Company, or otherwise provided or used under license by the Company. The Intellectual Property is subject to the Company's intellectual property rights, the *Trademarks Act*, the *Canadian Copyright Act*, applicable laws of other countries and international treaties. Any unauthorized use, including any reproduction, distribution or redistribution, transmission or retransmission, communication to the public by telecommunication, performance, translation, distribution to the public or downloading is prohibited without prior written authorization of the Company. You agree that you may not reverse assemble, reverse compile, or otherwise translate the Intellectual Property.

## **SUBMITTED MATERIALS AND USER FEEDBACK**

You agree that by providing or submitting any materials including feedback to the Company by any means of transmission (hereinafter the "**Submitted Materials**"), you are granting the Company permission to use your Submitted Materials in connection with the operation of its business. No compensation will be paid with respect to the use by the Company of the Submitted Materials, as provided herein nor will the Company be under obligation to post or use any Submitted Materials.

## **LIMITED WARRANTY.**

The Company warrants, for your benefit alone, for the duration of the License (the "**Warranty Period**") the Software shall operate substantially in accordance with the specifications.

## **LIMITATION OF LIABILITY**

Your use of the Software is at your sole risk and except for the warranties stated above, the Company and its suppliers make no warranty that (i) the Software will meet your requirements or result in revenues or profits; (ii) the Software will be uninterrupted, timely, secure, or error-free; (iii) the results that may be obtained from the use of the Software will be accurate or reliable; and (iv) the quality of any product or service obtained by you through the Software will meet your expectations.

In no event will the Company be liable for any indirect, incidental, consequential, special, punitive or exemplary damages or lost profits, even if the Company has been advised of the possibility of such damages. In no case will the Company's cumulative liability to you or any other party for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this agreement shall not exceed the license fee paid to the Company for the use of the software.

## **INDEMNIFICATION**

You agree to defend, indemnify and hold harmless the Company and its employees, contractors, officers and directors from all liabilities, claims and expenses, including reasonable attorney's fees that arise from your use or misuse of the Software, including without limitation, your non-compliance with these Terms and Conditions, or your violation of any third-party rights.

The Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with the Company in asserting any available defenses.

## **GENERAL PROVISIONS**

**Interpretation.** The headings in this agreement have been inserted solely for ease of reference and shall not modify, in any manner whatsoever, the meaning or scope of the provisions hereof. Where appropriate, the singular number set forth herein shall be interpreted as the plural number, and the gender shall be interpreted as masculine, feminine or neuter, as the context dictates.

**Severability.** If all or part of any section, paragraph or provision of this agreement is held invalid or unenforceable, it shall not have any effect whatsoever on any other section, paragraph or provision of this agreement, nor on the remainder of the said section, paragraph or provision, unless otherwise expressly provided for in this agreement.

**No Waiver.** Under no circumstances shall the failure, negligence or tardiness of a party as regards the exercise of a right or a recourse provided for in this agreement be considered to be a waiver of such right or recourse. The waiver of a right shall not be interpreted as the waiver of any other right. All rights set forth in this agreement shall be cumulative and not alternative.

**Assignment.** These Terms and Conditions, as well as any rights and obligations, shall not be assigned by you, either in whole or in part, without the express prior written consent of the Company and any attempt to do so without such consent shall be null and void, and shall be deemed to be a material breach of the Terms and Conditions. The Company may assign, in whole or in part, at its sole discretion, any rights and obligations to an affiliate or to a third party.

**Governing Law.** This agreement shall be governed and interpreted in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein and the parties consent to and submit all disputes or disagreements arising pursuant to this agreement to the exclusive jurisdiction of the courts of the province of Quebec, judicial district of Longueuil.