

MyPass

Terms of Service and Conditions

Effective Date: February 9, 2021

This Terms of Service is a contract entered into by and between You (“**you**”, “**Participant**”) and MyPass, Inc. (“**MyPass**,” “**We**,” or “**us**”) and our affiliates, to the extent expressly stated. These terms and conditions (together with our Privacy Policy, the “**Terms of Service**” or “**Terms**”) govern your access to and use of My-Pass.ca/ (“**Website**”), our wearable devices, and applicable software, application, content, functionality (collectively, the “**Service**” or “**Services**”).

Please read the Terms of Service carefully before you start to use or access our Services. **These Terms contain a mandatory Arbitration clause and a notice to opt-out of such arbitration.** By using our Services, you accept and agree to be bound and abide by these Terms. If you do not agree to these Terms of Service you must not access or use our Services.

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1. GENERAL

The MyPass Service enables our business and organizational customers (“**Event Hosts**”) to safely host events (“**Event**”) by screening and clearing event participants (“**Participants**”) prior to entry. Before an event all potential Participants are invited to register and submit proof of a negative COVID-19 test result (“**Test Result**”) to the MyPass mobile registration portal (“**Participant Portal**”). Participants will also be prompted to answer basic health screening questions (collectively with a Test Result, the “**Participant Data**”) on the Participant Portal. Event Hosts are able to view Participant Data through a dedicated Event Host portal and approve or reject a Participant from entering an Event.

2. AGE RESTRICTIONS

The Website and Service are intended for users 18 and older. By accessing or using the Services, You represent and warrant that you are at least thirteen (18) years old, or any higher minimum age in the jurisdiction where you reside.

If you are under 18 years old, you must obtain permission from a parent or guardian to use the Services. Parents or guardians are responsible for all activity of minors on the Services, including but not limited to, the submission and security of a Test Result or any other Participant Data on the Service.

3. CHANGES TO TERMS OF SERVICE

We may revise and update these Terms of Service from time to time in our sole discretion by posting a revised version on the Website. All changes are effective immediately when we post them. MyPass may provide reasonable notice of any material changes, determined at our sole discretion, by posting the updated Terms of Service on the Website and e-mailing our registered users. Any revisions to the Terms of Service will take effect on the noted Effective Date, located at the top of these Terms.

You understand that your continued use of the Website or Services following the Effective Date, means that you accept and agree to be bound by these Terms of Service. If you do not accept the Terms of Service in its entirety, you must not access or use the Services after the Effective Date.

4. MEDICAL DISCLAIMER

MyPass is a platform to help event organizers manage events. MyPass is not involved in the administration or operation of an Event and is not responsible for any safety measures or protocols for an Event. The Event Host, and not MyPass, is responsible for compliance with any and all safety guidelines, regulations, and best practices when hosting an Event. MyPass encourages Event Hosts to use the Services in conjunction with other applications and protocols to ensure a safe experience.

The MyPass Services are for informational purposes only and are not intended to diagnose, prevent or stop diseases, injuries, fatalities, or health conditions of any kind. Nothing contained in the Services is or should be considered, or used as a substitute for, medical, or any other professional advice, diagnosis or treatment. This Service does not constitute the practice of medicine or any medical or professional health care advice, diagnosis or treatment. MyPass is not responsible for any claims or injury of any kind arising out of or related to an Event Host’s or a

Participant's reliance on information, including but not limited to Participant Data, contained within or transmitted through the Services.

By using our Services, You acknowledge and agree that MyPass makes no guarantees regarding your safety when attending any Event in connection with Service. You should not change your health behaviors solely on the basis of information from MyPass. Make sure to discuss any results with a physician or other health care provider before you act upon the information resulting from the Services. You further agree and acknowledge that an Event Host may provide or deny you access to an Event based on the information you submit to MyPass and that MyPass is not responsible in any way for the decision of an Event Host to permit or deny you such access.

Your use of the Services is conditional upon your acceptance of these Terms and the MyPass Release and Waiver for Participants, expressly incorporated herein.

YOUR USE OF OUR SERVICES IS AT YOUR OWN RISK.

5. PRIVACY POLICY

Your submission of information to the Service, including but not limited to information required to create, register an account and submission of your Participant Data, through the Services is governed by our Privacy Policy, located at www.MyPass.ca/privacy. Your Participant Data will be disclosed to the Event Host and personnel authorized by Event Host in accordance with our Privacy Policy and only for the purposes of verifying your ability to participate in an Event. Event Hosts are obligated to protect your information, including your personal information and Participant Data. We encourage you to contact the applicable Event Host for more information on how the Event Host manages and protects your personal information.

By using our Services, You represent and warrant that any information you provide in connection with the Services is and will remain accurate and complete, and that you will maintain and update such information as needed.

6. PARTICIPANT ACCOUNTS

You may register for a Participant account ("**Account**") through the mobile link sent to you in connection with an Event. Registered Participants will be able to submit their Participant Data to the Service only after creation of an Account. In order to register an Account, you will be asked to provide registration information, including your username and email address, when signing up for an Account.

You are responsible for maintaining the security and confidentiality of your Account information, including your password. You agree that you are solely responsible for any and all losses incurred by us or any other user or visitor to the Services due to someone else using your Account as a result of your failing to keep your account information secure and confidential. It is a condition of your use of the Services that all the information you provide on your Account will be correct, current, and complete.

7. PARTICIPANT DATA

Once you have registered an Account, you will be able to submit your Participant Data, including the ability to upload Test Results and answer health screening questions. You retain the rights in your Participant Data. By providing any Participant Data on MyPass, you grant MyPass and

anyone authorized by MyPass a non-exclusive, worldwide, paid-up, royalty-free, irrevocable, perpetual license, including right of sublicense, to use, copy, assign, display, distribute, perform, reproduce in whole or in part, and modify the Participant Data in any medium or any manner in whole or part, without any restrictions to you, for the sole intended purpose of providing the Services.

You acknowledge and agree that:

- All Participant Data you submit on the Services is truthful, correct, current and complete;
- You own or control all rights in and to your Participant Data;
- You are responsible for any Participant Data you submit or contribute, and you, not MyPass, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness;
- You will not be paid or entitled to receive any compensation for your Participant Data;
- MyPass or Event Hosts may remove, assemble, or configure your Participant Data (e.g. compiling data for statistical purposes) for the purposes of managing an event;
- All of your Participant Data does and will comply with these Terms of Use.

8. PROHIBITED USES

You may use our Website and Services only for lawful purposes as an individual seeking a relationship in accordance with these Terms of Service. You agree NOT to use the Website or Services:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with these Terms of Service.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate MyPass, a MyPass employee, another user, or any other person or entity (including, without limitation, by using email addresses or account names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm MyPass or users of the Services, or expose them to liability.

Additionally, you agree not to:

- Use the Services in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Services, including their ability to engage in real time activities through the Services.
- Use any robot, spider, or other automatic device, process, or means to access the Services for any purpose, including monitoring or copying any of the material on the Services.

- Use any manual process to monitor or copy any of the material on the Services, or for any other purpose not expressly authorized in these Terms of Service, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Services, including any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Services, the server on which the Services is stored, or any server, computer, or database connected to the Services.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Services.

1. TERMS OF SERVICE VIOLATIONS AND TERMINATION

Any violation of these Terms of Service shall result in immediate Account termination without prior warning to you. Additionally, any violation of these restrictions may further subject you to liability for violation of MyPass's intellectual property rights and further claims and damages.

We may choose to suspend or terminate your Account or ability to access or use the Services at any time, for any or no reason, at our sole discretion, and without notice or liability of any kind. You agree that any violation by you of these Terms of Service will constitute an unlawful and unfair business practice, and will cause irreparable harm to us, for which monetary damages would be inadequate; and you consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate in such circumstances. These remedies are in addition to any other remedies we may have at law or in equity.

You may terminate these Terms at any time and for any reason by deleting your Account and discontinuing your use of all Services. You may delete your Account by accessing your Account settings on the Website or by contacting us at: support@my-pass.ca. Upon termination, we will delete your personal information and Participant Data in accordance with our data retention practices, as outlined in our Privacy Policy.

9. INTELLECTUAL PROPERTY RIGHTS

The Services and its entire contents, features, and functionality (including but not limited to the Website, software, mobile applications, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the MyPass, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

MyPass hereby grants you a non-exclusive, non-transferable, non-sublicensable, limited, revocable license to access and use the Service for your personal, internal use and in accordance with these Terms of Service. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Services except as permitted by this Terms of Service.

The MyPass name, logo, trademarks and all related names, logos, product and service names, designs, and slogans are trademarks of MyPass or its affiliates or licensors. You must not use such marks without the prior written permission of MyPass. All other names, logos, product

and service names, designs, and slogans on this Services are the trademarks of their respective owners.

If you believe the material contained within the Website or Services violates your intellectual property rights, please contact MyPass at: support@my-pass.ca.

10. EVENT HOST RELATIONSHIP

To the extent that the Service offers you the ability to communicate with Event Hosts regarding an event, any communications or dealings with an Event Host will be solely between you and the Event Host, on the terms and conditions on which you agree, and we will not have any liability to you in respect of any damages that you may incur as a result of such dealings.

Furthermore, MyPass is not involved in event preparation, operation, or management other than for the sole purpose of verifying Participant health information at the direction of the Event Host. As such, MyPass is not responsible in any way and assumes no liability of any kind for damages you incur arising from an Event or from omissions or actions of an Event Host.

11. THIRD-PARTY CONTENT, ADVERTISEMENTS AND PROMOTIONS

The Website or Services may contain links to third-party products or services, which may be posted by advertisers, our affiliates, our partners, or other users (“**Third-Party Content**”). Third-Party Content is not under our control, and we are not responsible for any of their products or services. Your use of Third-Party Content is at your own risk and you should make any investigation you feel necessary before proceeding with any transaction in connection with such Third-Party Content.

The Services may also contain sponsored Third-Party Content or advertisements. The type, degree, and targeting of advertisements are subject to change, and you acknowledge and agree that we may place advertisements in connection with the display of any content or information on the Services.

12. WARRANTY DISCLAIMERS

WE PROVIDE THE SERVICES "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, OR STATUTORY. WE SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE DO NOT REPRESENT OR WARRANT THAT THE SERVICES WILL BE ACCESSIBLE WITHOUT INTERRUPTION OR THAT THE SERVICES, ANY CONTENT FROM THE WEBSITE, OR THE SERVER THAT MAKES THIS SERVICES AVAILABLE ARE FREE FROM ERRORS, DEFECTS, DESIGN FLAWS, OMISSIONS, VIRUSES, OR OTHER HARMFUL COMPONENTS. YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, IN WHICH CASE PORTIONS OF THIS DISCLAIMER MAY NOT APPLY TO YOU.

13. LIMITATION OF LIABILITY

IN NO EVENT WILL WE BE LIABLE, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE, OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY, OR OTHER THEORY, TO YOU OR ANY OTHER PERSON

FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES), ARISING OUT OF OR IN CONNECTION WITH ANY USE OF, THE INABILITY TO USE, OR THE RESULTS OF USE OF THE SERVICES, INCLUDING ANY MOBILE APPLICATION, WEBSITE OR ITS CONTENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN WHICH CASE PORTIONS OF THIS LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT WILL WE BE LIABLE OR RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THE CONTENT OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, ERRORS IN PRICING OR AVAILABILITY OF SERVICES AND PRODUCTS, OR DAMAGES THAT MAY RESULT FROM MISREPRESENTATION OF AGE BY A USER OF THE SERVICES. IN NO EVENT WILL MYPASS'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID MYPASS IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE TWENTY DOLLARS (\$20).

14. INDEMNIFICATION

You agree to indemnify and hold MyPass, its parents, subsidiaries, affiliates, any related companies, suppliers, licensors and partners, and the officers, directors, employees, agents and representatives of each of them harmless, including costs, liabilities and legal fees, from any claim or demand made by any third party due to or arising out of (i) your access to or use of the Services, (ii) any violation of these Terms of Service (including negligent or wrongful conduct) by you, (iii) the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity, or (iv) any content, including but not limited to Participant Data, that you submit to the Services. In states where the law does not recognize a cap on liability and/or indemnity obligations, you agree to hold harmless MyPass and be fully responsible for any loss, liability and/or legal fees that arise from the violation of the Terms of Service herein.

15. DISPUTES

If a matter arises that cannot be resolved promptly between you and us, you agree that any disputes arising out of or relating to the Service or these Terms (including without limitation the validity and scope of the agreement to arbitrate and any disputes with other users of the Service) shall be resolved exclusively by final and binding arbitration administered. You agree that the arbitration shall be held in Ontario. You further agree that, if the arbitration in Ontario shall be unavailable or decline to administer the arbitration, and the parties do not agree on a substitute, a substitute administrator or arbitrator shall be appointed by the court. This provision shall not apply to claims of patent, trademark, or copyright infringement or misappropriation of trade secrets.

You agree that any arbitration shall not permit claims on a class, mass, representative, or private attorney general basis. You further agree that no claims of other parties may be consolidated with your or our claims in the arbitration without both your and our consent. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE HEREBY WAIVING YOUR RIGHTS TO HAVE YOUR CASE DECIDED BY A JURY AND TO PARTICIPATE IN A CLASS, MASS, REPRESENTATIVE, PRIVATE ATTORNEY GENERAL, OR CONSOLIDATED ACTION AGAINST US.

You have the right to opt out of binding arbitration within thirty (30) days of the date You first accepted the terms of this Section by emailing support@my-pass.ca. In order to be effective, the opt-out notice must include Your full name and clearly indicate Your intent to opt out of binding arbitration. By opting out of binding arbitration, You are agreeing to resolve any dispute relating to the Service in accordance with the choice of law, forum and venue provisions herein.

16. GOVERNING LAW

These Terms of Service and any claim arising out of these Terms will be governed by and construed in accordance with the laws of the Province of Ontario.

17. SURVIVAL

After this Terms of Service terminates, the terms of this agreement that expressly or by their nature contemplate performance after termination or expiration will survive and continue in full force and effect. For example, the provisions protecting intellectual property, indemnification, payment of fees, and setting forth limitations of liability each, by their nature, contemplate performance or observance after this Terms of Service terminates. Without limiting any other provisions of the Terms of Service, the termination of these Terms for any reason will not release you from any obligations incurred prior to termination of the Terms or that thereafter may accrue in respect of any act or omission prior to such termination.

18. ASSIGNABILITY

You may not assign the Terms of Service, or any of its rights or obligations hereunder, without MyPass's prior written consent in the form of a written instrument signed by a duly authorized representative of MyPass. MyPass may freely assign this Terms of Service without your consent. Any attempted assignment or transfer in violation of this subsection will be null and void. Subject to the foregoing restrictions, the Terms of Service are binding upon and will inure to the benefit of the successors, heirs, and permitted assigns of the parties.

19. WAIVER AND SEVERABILITY

No waiver by MyPass of any term or condition set out in these Terms of Service shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of MyPass to assert a right or provision under these Terms of Service shall not constitute a waiver of such right or provision.

If any provision of these Terms of Service is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Service will continue in full force and effect.

20. ACCESS OF THE SITE OUTSIDE NORTH AMERICA

Given the global nature of the Internet, you agree to comply with all local rules, including, without limitation, rules about the Internet, data, email, privacy, copyright and trademark infringement. Additionally, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

In order to access or use the Website or Services, you must and hereby represent that you are not: (a) a citizen or resident of a geographic area in which access to or use of the Website or Services is prohibited by applicable law, decree, regulation, treaty, or administrative act; (b) a citizen or

resident of, or located in, a geographic area that is subject to U.S. or other sovereign country sanctions or embargoes; or (c) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce Denied Persons or Entity List, the U.S. Department of Treasury Specially Designated Nationals or Blocked Persons Lists, or the U.S. Department of State Debarred Parties List or otherwise ineligible to receive items subject to U.S. export control laws and regulations or other economic sanction rules of any sovereign nation. You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, that you will immediately cease using the Services and Website and your license to use the Services will be immediately revoked.

21. CONSENT TO USE ELECTRONIC RECORDS

In connection with the Terms of Service, you may be entitled to receive certain records from MyPass or our Affiliates, such as contracts, notices, and communications, in writing. To facilitate your use of the Services, you give us permission to provide these records to you electronically instead of in paper form.

22. ENTIRE AGREEMENT

This Terms of Service, constitute the sole and entire agreement between you and MyPass and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, to the extent they relate in any way to the Services.

23. CONTACT INFORMATION

For questions or concerns related to these Terms, please contact us at: support@my-pass.ca