

Triviography Inc. Terms of Use ("Terms of Use")

Triviography Inc. ("Triviography") owns and operates the Triviography application program interface, the mobile applications, Triviography website, and other websites, online services, and content (e.g., feeds and applications) (collectively, the "Triviography Services").

These Terms of Use apply to all users of the Triviography Services, including users who upload any materials to the Triviography Services, , users who use services provided through Triviography Services, users who download the Triviography Services and users who simply view the content on or available through Triviography Services.

By using any Triviography Services you indicate your acceptance of these Terms of Use. If you do not accept these Terms of Use, then do not use the Triviography Services. These Terms of Use may be amended or updated by Triviography from time to time without notice and the Terms of Use may have changed since your last use of Triviography Services. It is your responsibility to review these Terms of Use for any changes. Your use after any amendments or updates of these terms of use shall signify your consent to and acceptance of such revised terms. Any new features that may be added to this website from time to time will be subject to these Terms of Use, unless stated otherwise

1. The service

The Triviography Services allows users to create, join and play games created by Triviography, by themselves, or by other users of the Triviography Services ("user organizers"). Games are made up of navigating a physical location guided by the In-App GPS function, and may include activities such as submitting photos, checking-in at specific locations, or solving puzzles or riddles in order to receive points (the "game"). Games may be played with closed user groups and/or the internet community more generally through the Triviography app (the "app"). In order to access the Triviography Services and start creating or contributing with other users, you must be a registered user ("user"). The service may be used from a personal mobile device if the user has downloaded the app.

2. Age of users

The service is designed to be used by individuals who are over the age of thirteen (the "designated age"). The service is not intended to be used by users under the designated age, which shall be the greater of thirteen or the age designated in your local jurisdiction in respect of processing personal data. If you are an organizer organizing games for individuals who are under the designated age in your jurisdiction, then you represent and covenant that (i) such individuals shall only use mobile devices provided by you, and not their own mobile devices; (ii) such individuals shall only use generic accounts created by you on their behalf, which are not associated with any individual or an anonymized guest account made available by Triviography; (iii) no personal information regarding such individuals shall be uploaded into the service (whether through the creation of user accounts, uploaded user content (as defined below) or otherwise); and (iv) you shall have obtained all the requisite consents required under applicable law in respect of the use of the service from the parents or guardians of such individuals. If you are a user then you represent and warrant that you are over the designated age in your jurisdiction or are otherwise only using the service in the manner specified above. Notwithstanding anything else

contained in these Terms of Use, including this section 2, the laws of Alberta and the federal laws of Canada applicable therein govern these Terms of Use and govern all collection, use and disclosure of personal information of any users of the website, app or services by Triviography or third parties regardless of the jurisdiction in which the website or app are accessed by the user or the jurisdiction in which any games are physically played or services carried out.

3. Disclaimer of Games and Limitation of Liability

Participation in games or any other services created or provided by Triviography, user organizers, and users (including without limitation any content, tasks, activities, events, locations, local conditions and circumstances, including without limitation, those arising in the physical location and jurisdiction within which the game or service is occurring) are the sole responsibility of the user organizers and users. This means that the user organizer, and not Triviography, is entirely responsible for all games organized by that user organizer, and the user is entirely responsible for participating in any game and any consequence that may arise from their participation in any game or other service. Triviography does not control or actively monitor games or services provided and, as such, does not guarantee the safety, integrity, suitability or quality of any games or their corresponding physical activities wherever and whenever located. Users and user organizers acknowledge that by using the service or playing a game, they may be exposed to electronic or physical risks and dangers, unsuitable games, and other consequences. Under no circumstances shall Triviography be liable in any way for any games or services, or any consequences arising from such games or services, including, but not limited to, for any errors or omissions in any games, or for any offense, criminal act or omission, physical or mental personal injury, death, property loss or property damage (whether direct or indirect) of any kind incurred or suffered as a result of a person participating in any games or services made available via the service. This section 3 is in addition to all other provisions and limitations of liability contained in these Terms of Use. By accessing or participating in a game or otherwise using any Triviography Service, every user, on their own behalf, and on behalf of their respective successors and assigns, hereby remise, release and forever discharge Triviography and its affiliates, subsidiaries, representatives, agents, officers, employees, shareholders, and directors from any and all actions, causes of action, claims, damages, costs, interest and demands in relation to any matters arising from or related to accessing or participating in a game, using the website or the app, or otherwise being provided with a service or engaging with Triviography's products and services.

4. Content

All information, text, photographs, messages or other materials, whether publicly posted or privately transmitted to the Triviography Services by user organizers or users whether in games or otherwise ("user content"), is the sole responsibility of such user organizers or users. This means that the user organizer or user, and not Triviography, are entirely responsible for all such material uploaded, posted, emailed, transmitted or otherwise made available by using the service. Triviography does not control or actively monitor user content and, as such, does not guarantee the accuracy, integrity, suitability or quality of such content. Users and user organizers acknowledge that by using Triviography Services, , they may be exposed to materials that are offensive, indecent or objectionable. Under no circumstances will Triviography be liable in any way for any materials, including, but not limited to, for any errors or omissions in any materials, or for any loss or damage of any kind incurred as a result of the viewing or

use of any materials posted, emailed, transmitted or otherwise made available via the Triviography Services. If your user content will include any personal data of individuals located in the European Economic Area, you are responsible for notifying Triviography and you may be required to enter in a data processing agreement with Triviography in order to use the service.

5. Restrictions on user content and use of the service

Triviography reserves the right at all times (but will have no obligation) to remove or refuse to distribute any user content and to terminate user organizers or users or reclaim usernames. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce these Terms of Use, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of our users and the public.

In using the Triviography Services you shall not:

- Use the services other than as permitted by the type of subscription which you have subscribed for, as further described at the time of subscription;
- Copy any content unless expressly permitted to do so herein;
- Upload, post, email, transmit or otherwise make available any material that:
 - Is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, or racially or ethnically objectionable, encourages criminal behavior, gives rise to civil liability, violates any law, or is otherwise objectionable;
 - Infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party (including privacy rights);
 - Is or contains unsolicited or unauthorized advertising, solicitations for business, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
 - Contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or data or the website or that of any users or viewers of the website or that compromises a user's privacy;
 - Contains any falsehoods or misrepresentations or create an impression that you know is incorrect, misleading, or deceptive, or any material that could damage or harm minors in any way;
 - Impersonates any person or entity or misrepresent their affiliation with a person or entity;
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted to or through the Triviography Services or impersonate another person or organization;
- Interfere with or disrupt the website or servers or networks connected to the Triviography Services, or disobey any requirements, procedures, policies or regulations of networks connected to the website or probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;

- Intentionally or unintentionally violate any applicable local, state, national or international law or regulation;
- Collect or store personal data about other users or viewers;
- License, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Triviography Services; or
- Modify, translate, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the app or any software provided as part of the Triviography Services, except to the extent the foregoing restrictions are expressly prohibited by applicable law.
- You also agree not to access the website in a manner that utilizes the resources of the website more heavily than would be the case for an individual person using a conventional web browser. Notwithstanding the foregoing, operators of public search engines may use spiders or other bots for the purpose of creating publicly available searchable indices of the materials on this website.

6. License of content

By submitting, posting or displaying user content on or through the Triviography Services, you grant us (and our agents) a non-exclusive, royalty-free, world-wide, perpetual license (with the right to sublicense) to use, copy, modify, transmit, display and distribute such user content to the extent required to provide the service. Triviography will not be responsible or liable for any use of user content in accordance with these terms. You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any user content that you submit.

7. End user license

The Triviography Services and the information and materials that it contains, including but not limited to all software, scripts, graphics, user interface, audio clips, video clips, and editorial content, contain proprietary information and material that is owned by Triviography and/or its licensors, and are protected, including without limitation from unauthorized copying and dissemination, by copyright law, trademark law, and other intellectual property laws. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the Triviography Services for personal and non-commercial uses in accordance with these Terms of Use.

Subject to the terms of this agreement, Triviography grants you a non-transferable, non-exclusive, license to (a) use the Triviography Services for your personal use (and not for any monetary gain or commercial purpose by you or any other users), and (b) download, install and use one copy of the app on each mobile device that you own or control, in each case solely for your own personal use (and not for any monetary gain or commercial use by you or any users) (the "license"). The app is licensed to you for your personal use only on these terms and is not sold to you. Nothing in the terms gives you a right to use the Triviography or Triviography names, trademarks, logos, domain names, and other distinctive brand features without our prior written consent which may be withheld for any reason. You shall not attempt to override or circumvent any of the usage rules or restrictions on the Triviography Services. Any future release, update, or other addition to functionality of the website, app or service shall be subject to the terms of these terms.

8. Payment terms

Fees. Triviography Services are purchased for either (a) subscription terms with payment for the specific period being due and payable in advance; or (b) individual games with payment being due before each specific game. Unless otherwise specified, there are no charges for set-up or basic support.

Payment & charges. Your access to and use of the Triviography Services may, depending on the type of subscription or individual game option selected, be subject to your payment of the applicable fees due for the services selected by you ("fees") set out in the Triviography Services and all other applicable amounts, charges and taxes indicated to you when you purchase services (or otherwise notified to you by Triviography from time to time) when you use the service or noted on and viewable in your account profile.

9. Feedback

If you provide Triviography with any suggestions, comments or other feedback relating to any aspect of the Triviography Services ("feedback"), Triviography may use such feedback in the website or in any other Triviography products or services (collectively, "Triviography offerings"). Accordingly, you agree that: (a) Triviography is not subject to any confidentiality obligations in respect to the feedback, (b) the feedback is not confidential or proprietary information of you or any third party and you have all of the necessary rights to disclose the feedback to Triviography, (c) Triviography (including all of its successors and assigns and any successors and assigns of any of the Triviography offerings) may freely use, reproduce, publicize, license, distribute, and otherwise commercialize feedback in any Triviography offerings, and (d) you are not entitled to receive any compensation or re-imbusement of any kind from Triviography or any of the other users of the website in respect of the feedback.

10. Links & third-party websites

The Triviography website (including user content) may contain links to other websites that are not owned or controlled by Triviography. In no event shall any reference to any third party, third party product or service be construed as an approval or endorsement by Triviography of that third party, third party product or service. Triviography is also not responsible for the content of any linked websites. Any third-party websites or services accessed from the website are subject to the terms and conditions of those websites and or services and you are responsible for determining those terms and conditions and complying with them. The presence on the website of a link to any other website(s) does not imply that Triviography endorses or accepts any responsibility for the content or use of such websites, and you hereby release and forever discharge Triviography and its affiliates, representatives, agents, officers, employees, shareholders, and directors from any and all actions, causes of action, claims, damages, liabilities, costs, interest and demands that may arise from your use of such websites or receipt of services from any such websites.

11. Disclaimer of representations and warranties

Triviography Services and all materials provided therein or otherwise by Triviography are provided "as is." Triviography do not provide or make any representations or warranties in relation to the Triviography Services, either express, implied, statutory, by usage of trade, course of dealing or otherwise including but not limited to any implied warranties of merchantability, non-infringement, title, satisfactory quality or fitness for a particular purpose. Any information or material downloaded or otherwise obtained through the use of the service is at your own discretion and risk and you will be

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12. Limitation of liability

Under no circumstances shall Triviography or its affiliates, representatives, agents, officers, employees, shareholders, and directors be liable for any direct, indirect, incidental, special, consequential, exemplary or other damages whatsoever, including, without limitation, any damages that result from (i) your use of or your inability to use this website, app or the service, (ii) the cost of procurement of substitute goods, data, information or services, (iii) errors, mistakes, or inaccuracies in the materials on the website, (iv) personal injury or property damage of any kind whatsoever arising from or relating to your use of the service, any bugs, viruses, trojan horses, or any other files or data that may be harmful to computer or communication equipment or data that may have been transmitted to or through the website or app, or (v) any errors or omissions in any material on the website or any other loss or damage of any kind arising from or relating to your use of the website. These limitations shall apply even if Triviography has been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, Triviography's liability to you for any damages arising from or related to this agreement, your use of the Triviography Services (for any cause whatsoever and regardless of the form of the action), will at all times be limited to the greater of (a) fifty Dollars (\$50) or (b) amounts you've paid Triviography in the prior 6 months (if any) and the foregoing limitations shall apply to the fullest extension permitted by law..

13. Indemnification

You shall indemnify and hold Triviography and its subsidiaries, affiliates, officers, agents, shareholders, directors, and employees, harmless from all claims, actions, proceedings, demands, damages, losses, costs, and expenses (including reasonable legal fees), incurred in connection with any materials submitted, posted, transmitted or made available by you through the Triviography Services, any violation by you of these Terms of Use, or any other act or omission made by you in relation to your use of the Triviography Services.

14. Termination

Triviography may, under certain circumstances and without prior notice, immediately terminate your ability to access Triviography Services or portions thereof. Cause for such termination shall include, but not be limited to, (a) breaches or violations of these terms of use or any other agreement that you may have with Triviography (including, without limitation, non-payment of any fees owed in connection with the website or otherwise owed by you to Triviography), (b) requests by law enforcement or other government agencies, (c) a request by you, (d) discontinuance or material modification to the website (or any part thereof), (e) unexpected technical, security or legal issues or problems, and/or (f) participation by you, directly or indirectly, in fraudulent or illegal activities. Termination of your access to Triviography Services may also include removal of some or all of the materials uploaded by you to

Triviography Services. You acknowledge and agree that all terminations may be made by Triviography in its sole discretion and that Triviography shall not be liable to you or any third-party for any termination of your access to this website or for the removal of any of the materials uploaded by you to the website. Any termination of these terms of use by Triviography shall be in addition to any and all other rights and remedies that Triviography may have. The following sections shall survive any termination or expiration of these Terms of Use : 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17, and 18.

15. Availability & updates

Triviography may alter, suspend, or discontinue Triviography Services at any time and for any reason or no reason, without notice. Triviography Services may be unavailable from time to time due to maintenance or malfunction of computer or network equipment or other reasons. Triviography may periodically add or update the information and materials on Triviography Services without notice. The Triviography Services is dependant on GPS positioning and on data connection providers unaffiliated with Triviography. Triviography has no control over the availability of these services and will not be held liable for game play that may be affected by the loss of these services.

16. Security

Information sent or received over the internet is generally unsecure and Triviography cannot and does not make any representation or warranty concerning security of any communication to or from the Triviography Services or any representation or warranty regarding the interception by third parties of personal or other information. You are responsible for safeguarding the password that you use to access the service and you are responsible for any activities or actions under your password. You agree to keep your password secure. Triviography will not be liable for any loss or damage arising from your failure to comply with these requirements.

17. Choice of law

These Terms of Use and any action related thereto shall be governed by and construed in accordance with the laws of the province of Alberta and the federal laws of Canada applicable therein, without regard to conflicts of law principles. All persons accessing or participating in the Triviography Services hereby irrevocably attorn to the exclusive jurisdiction of the courts in Calgary, Alberta, Canada.

18. General

These Terms of Use, together with any privacy policy that may be published on the website, constitutes the entire agreement between the parties relating to the website and service and all related activities. These terms of use shall not be modified except by a new posting of these Terms of Use issued by Triviography. If any part of these Terms of Use is held to be unlawful, void, or unenforceable, that part shall be deemed severed and shall not affect the validity and enforceability of the remaining provisions. The failure of Triviography to exercise or enforce any right or provision under these Terms of Use shall not constitute a waiver of such right or provision. Any waiver of any right or provision by Triviography must be in writing and shall only apply to the specific instance identified in such writing. You may not assign the terms of use, or any rights or licenses granted hereunder, whether voluntarily, by operation of law, or otherwise without Triviography's prior written consent which may be withheld for any reason in Triviography's sole discretion.

If you have any questions about these terms or if you wish to make any complaint or claim with respect to the app or service, please contact us at: support@Triviography.com.

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