

## **Royaltie Applications Provider Agreement and Privacy Policy**

Last Updated: August 23, 2016.

Hiram Lodge Enterprises Corp. ("Royaltie") provides an online platform that connects you as a business or service provider ("Provider", "you", or "your") to Royaltie members ("Customers") so that you can offer cash back or other rewards ("Royalties") on various products and services ("Offerings" or "Eligible Offerings") to Customers who make certain purchases at your business and then document those purchases with a photograph based on your instructions within the Royaltie Applications.

PLEASE TAKE THE TIME TO READ THIS AGREEMENT CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION AFFECTING YOUR LEGAL RIGHTS, OBLIGATIONS AND REMEDIES. THIS INCLUDES, AMONG OTHER IMPORTANT PROVISIONS, VARIOUS LIMITATIONS ON YOUR RIGHTS, LIMITATIONS ON THE LIABILITY OF ROYALTIE, OBLIGATIONS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS, INCLUDING ANY REGULATIONS RELATED TO YOUR PROFESSION (IF APPLICABLE), AND A CLAUSE GOVERNING THE JURISDICTION AND VENUE OF ANY DISPUTES.

This Provider Agreement (the "Agreement") and Privacy Policy ("Privacy Policy") is between you and Royaltie and governs your use of the Royaltie website, mobile and other applications, and related services made available through the Apple App Store, the Google Play Store, or otherwise on the Internet and the provision of your Offerings to Royaltie Customers (together, the "Royaltie Applications"). By using the Royaltie Applications to advertise, market or supply your Offerings including uploading or downloading any Content or materials (as defined below) you are indicating that you have read, and that you understand and agree to be bound by, this Agreement and Privacy Policy. If you accept or agree to this Agreement and Privacy Policy on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to this Agreement, and in such event, "you" and "your" will refer and apply to that company or other legal entity.

IF YOU ALSO ACCESS OR OTHERWISE USE THE ROYALTIE APPLICATIONS AS A USER (I.E. AS A CONSUMER OF THE ROYALTIE SERVICE, RATHER THAN A PROVIDER), THEN BY DOING SO YOU AGREE THAT THE END USER AGREEMENT APPLIES TO YOU. PLEASE TAKE THE TIME TO READ THE END USER AGREEMENT CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION AFFECTING YOUR LEGAL RIGHTS, OBLIGATIONS AND REMEDIES. THIS INCLUDES, AMONG OTHER IMPORTANT PROVISIONS, VARIOUS LIMITATIONS ON YOUR RIGHTS, LIMITATIONS ON THE LIABILITY OF ROYALTIE, OBLIGATIONS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS, AND A CLAUSE GOVERNING THE JURISDICTION AND VENUE OF ANY DISPUTES.

1. Royaltie's Royalties Program.

- a. Customers accumulate Royalties in the Royaltie Applications by taking photographs according to your instructions in order to demonstrate attendance at your business or proof of purchase. Royaltie takes reasonable steps to verify the date, time, location,

and content of the photograph, and allocates the Royalties you have offered to the Customer's Royalty account.

- b. Once Royalty determines that a Customer has properly earned Royalties from you based on one or more of your Eligible Offerings, Royalty will charge your credit card for the amount of the Royalties offered, plus Royalty's service fees, plus any applicable taxes.
  - c. Royalties that have been earned by a Customer may be redeemed by the Customer for cash or other rewards within the Royalty Application on a "dollar for dollar" basis. **For example, a Customer could redeem 20 Royalties to obtain a \$20 cheque from Royalty.**
  - d. It is the responsibility of the Provider to determine which products and services will be Eligible Offerings for the purposes of Royalty Applications, to define the instructions the Customer must follow when taking the photograph, and to determine how many Royalties will be provided to the Customer for submitting a compliant photograph of the Eligible Offerings.
  - e. When paying for an Eligible Offering, Customers must pay the Provider the entire, undiscounted amount. Under no circumstances shall a Provider offer to a Customer to discount their Eligible Offering by the amount of the Royalties offered in order to avoid Royalty's fees. If a Customer makes such a request, the Provider must refuse. Failure to comply with this policy shall constitute grounds for financial or other penalties at Royalty's sole discretion, up to and including a \$5,000.00 fine and permanent removal of the Provider and the Customer from Royalty's Applications.
  - f. Once Royalty has approved a Customer's submission of a photograph to earn Royalties from a Provider's Eligible Offering, Royalty will send you and the Customer a confirmation email, including relevant information and a digital copy of the photograph submitted. If you wish to dispute the validity of the photograph or the Royalties earned, you may do so in writing by emailing [support@royalty.com](mailto:support@royalty.com).
  - g. Royalties cannot be sold, purchased, assigned or otherwise transferred, unless specifically authorized at Royalty's discretion.
2. **Offerings; Pre-Conditions.** Through the Royalty Applications, you will be able to offer to Royalty Customers Eligible Offerings, from which they can earn Royalties from you in the form of cash or other rewards.

In order to participate in the Royalty community as a Provider, you must:

- a. Create a profile and keep it accurate at all times;
- b. Create, and keep up-to-date, a description of the Eligible Offerings, the Royalties that a Customer may earn from the Eligible Offering, and the instructions the Customer must follow when taking the photograph to prove their participation in the Eligible Offering;
- c. Represent and warrant that you have the authority to
  - i. make the decisions described in paragraph (b); and

- ii. honour the Eligible Offerings and Royalties offered to Customers through Royalty Applications as described in Section 1; and
- d. Honour your offer of Royalties for a Customer's participation in an Eligible Offering and make payment immediately and in full to Royalty for the amount of the offer and Royalty's fees, plus applicable taxes.

You agree that from time to time, Royalty may (directly or indirectly through a third party chosen by Royalty) conduct a periodic audit on the accuracy of your profile or the description of your Offerings, or your willingness to honour the Eligible Offerings you have offered, in order to ascertain whether you have complied with, and are complying with, the entry and ongoing requirements to become a Provider in the Royalty community. You also acknowledge that from time to time certain members of the Royalty community may post ratings or reviews of you or your Offerings, and you agree that you will not contest such reviews.

3. **Cancelled Appointments & Bad Debt.** Royalty has no control over or responsibility for the actions or omissions of Customers or Providers. Royalty cannot guarantee or control the availability of any Customer or Provider at any particular time. Royalty will not be liable for cancelled or otherwise unpaid or unfulfilled appointments, or any damages resulting therefrom, unsuccessful payments or costs of any kind related to uncollected accounts receivable or bad debt from a Customer. In no event will Royalty refund any of its fees or Royalties that have been earned by a Customer for any reason, including but not limited to unpaid amounts by the Customer to the Provider. Likewise, Royalty will not be responsible if you cancel a confirmed booking with a Customer, though Royalty reserves the right to impose consequences and remedies if there is a pattern of Customer complaints regarding repeated cancellations of appointments for Eligible Offerings. Such consequences may include (i) providing a notice or review on your profile that multiple appointments have been cancelled by you, (ii) suspending your ability to use Royalty Applications, and (iii) terminating this Agreement.
4. **Professional in Good Standing.** If you are governed by a licensing or similar body or standard, you must at all times be a member in good standing with such organization. If requested by Royalty, you will within five (5) days of such request provide to Royalty evidence of such professional qualification.
5. **Insurance.** In order to participate in the Royalty community, at all times during the Term (as defined below) of the Agreement, you agree to use commercially reasonable efforts to maintain, at your sole expense, a commercially reasonable amount of insurance coverage. If requested by Royalty, you will within five (5) days provide to Royalty an up-to-date copy of your certificate of insurance. YOU AGREE AND ACKNOWLEDGE THAT YOU ARE NOT AN INSURED OR OTHER THIRD PARTY BENEFICIARY UNDER THE ROYALTY INSURANCE POLICY.
6. **Parties.** This Agreement is between you and Royalty only, and not Apple Inc. ("Apple"), Google Inc. ("Google") or any other party with whom you interact using the Royalty Applications. Royalty, not Apple or Google, is solely responsible for the Royalty Applications and its content. Although Apple and Google are not parties to this Agreement, Apple and Google have the right to enforce this Agreement against you as a third party beneficiary.

7. **Responsibilities of Providers.** As a Provider or other person or entity in the wellness, healthcare, beauty, fashion, restaurant, retail or other industries, you acknowledge and agree that you will not use the Royalty Applications, directly or indirectly, to engage in any anti-competitive, deceptive or unfair practices, or otherwise violate applicable antitrust, competition or consumer protection laws or regulations or any laws related to the regulation of medical acts or medical professionals or health and wellness practitioners.
8. **General Responsibilities.**

At all times you must comply with all the terms of this Agreement, including the following (which constitutes a “Royalty Code of Conduct”):

- a. The safety of every Provider and Customer of the Royalty Applications on the Royalty platform is of utmost concern. This Royalty Code of Conduct exists so that both Providers and Customers have a shared and understood standard for safety, accountability, mutual-respect and common-courtesy.
- b. Royalty maintains a zero-tolerance policy regarding all forms of discrimination, harassment or abuse. It is unacceptable to refuse to provide or accept products or services based on a person’s race, religion, national origin, disability, sexual orientation, sex, marital status, gender identity, age or any other characteristic protected under applicable provincial, federal or state law. This type of behaviour can result in permanent loss of access to the Royalty Applications. Royalty expects that all Providers and Customers will treat one another with respect and courtesy during all interactions, in-person or otherwise, including being on-time for all scheduled appointments.
- c. You may not submit, post, send, use, share, provide, transmit, or display spam, unsolicited messages or any violent, discriminatory, illegal, infringing, hateful, pornographic, obscene or sexually suggestive photos or other Content (as defined below) via the Royalty Applications.
- d. You may not submit, post, send, use, share, provide, or otherwise transmit a photograph that a Customer submits to Royalty to earn Royalties from your Eligible Offerings unless the Customer has posted the photograph publically and has publically tagged your business, including on their Facebook, Instagram or other social media account.
- e. You are responsible for any activity that occurs through your account and you agree that you will not sell, transfer, license or assign your account, followers, username, or any other account rights. Further, you may not create through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper.
- f. You are responsible for all use of the Royalty Applications by you and your representatives and for all use of your credentials, including use by others to whom you have given, or made available, your credentials.
- g. You are responsible for and will comply with all applicable privacy and anti-spam laws in your jurisdiction, in addition to the Royalty Privacy Policy.

- h. You agree that you are responsible for keeping your password safe and secure.
- i. You agree that you are responsible for the information presented in your listing, posts or comments on the Royaltie Applications and that such information will be truthful and accurate.
- j. You are responsible for honouring any Royalties made available and Eligible Offerings advertised through the Royaltie Applications.
- k. You agree that you are responsible for all data charges you incur through the use of the Royaltie Applications.
- l. You understand and agree that Royaltie is not responsible for the materials posted or otherwise provided on or through the Royaltie Applications and that you use the Royaltie Applications and all materials at your own risk.
- m. You are solely responsible for your interaction with other users, Providers and Customers found using the Royaltie Applications, whether online or offline. You agree that Royaltie is not responsible or liable for the conduct of any Provider, Customer or any other member of the Royaltie community. Royaltie reserves the right, but has no obligation, to monitor or become involved in disputes between you and other Customers or Providers.

If you violate any of the rules in this Royaltie Code of Conduct, Royaltie may take appropriate action, including suspending your ability to use the Royaltie Applications and, at Royaltie's discretion, terminating this Agreement.

9. **Responsibility for Content.** With the Royaltie Applications, you can share information with your Customers and other members of the Royaltie community. You are solely responsible for your conduct and any data, text, files, information, usernames, images, graphics, photos, profiles, audio and video clips, sounds, musical works, sound recordings, works of authorship, applications, links and other content or materials that you submit, post, share, use, provide, transmit, or display on or via the Royaltie Applications ("Content"). You are responsible for ensuring the accuracy of the information you submit to Royaltie and to Customers. Inaccurate information will affect your experience, and the experience of Customers, when using the Royaltie Applications and our ability to contact you as described in the Privacy Policy. You may also be asked to provide authorization for uses of information in addition to what is in this Agreement and the Privacy Policy when you use the Royaltie Applications.
10. **Content License From You.** You hereby grant to Royaltie a transferrable, sublicensable, royalty free, irrevocable, perpetual right and license to use, copy, distribute, display, modify and create derivative works of the Content for the purpose of the provisions of the Royaltie Applications (the "License"), but excluding non-public messages you send through Royaltie to another Royaltie user. You represent, warrant, and covenant and can demonstrate to Royaltie's full satisfaction upon request that you (a) own or otherwise have the right to grant the License or that the Content is in the public domain worldwide, (b) any Content you submit, post, use, share provide, transmit, or display on or through the Royaltie Applications does not violate, misappropriate or infringe the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademarks, rights in trade secrets or

confidential information and/or other intellectual property rights (“Intellectual Property Rights”), (c) agree to pay for all royalties, fees, remuneration, and any other monies due or payable arising from any use of the Content or the exercise of the License by Royaltie or third parties on or through the Royaltie Applications, (d) have the permission to use the name and likeness of each identifiable individual person in such Content and to use such individual’s identifying or personal information as contemplated by this Agreement, and (e) have the legal right and capacity to grant the License to Royaltie. You agree to waive any moral rights worldwide you may have in the Content for the purposes of the Royaltie Applications.

11. **License To You.** Royaltie grants to you a limited, non-exclusive, non-transferrable, revocable license to use the Royaltie Applications in order for you to offer your Offerings to Customers in exchange for Credits and only in accordance with the terms of this Agreement. If using the Royaltie Applications on an Apple or Google device, you may only use the Royaltie Applications on a compatible Apple or Google device that you own or control and as permitted by the Usage Rules set forth in the Apple App Store or the Google Play Store Terms of Service. The terms of this Agreement will govern any update or upgrade provided by Royaltie that replaces and/or supplements the original product (all of which together are included in the “Royaltie Applications”), unless such update or upgrade is accompanied by a separate license in which case the terms of that license will govern. This license does not allow you to use the Royaltie Applications on any Apple or Google device that you do not own or control, and except as provided in the Apple or Google Usage Rules, you may not distribute or make the Royaltie Applications available over a network where it could be used by multiple devices at the same time. You may not rent, lease, lend, sell, transfer redistribute, or sublicense the Royaltie Applications and, if you sell your Apple or Google device to a third party, you must remove the Royaltie Applications from the Apple or Google device before doing so. You agree not to copy (except as expressly permitted by this license and the Usage Rules), decompile, disassemble, attempt to derive the source code of, or otherwise reverse engineer or attempt to reverse engineer, modify, or create derivative works of the Royaltie Applications, or any part thereof. You may use any materials provided to you as part of the Royaltie Applications solely in connection with your use of the Royaltie Applications in accordance with any rules made available by Royaltie from time to time.
12. **Advertising and Promotions.** Royaltie Applications may run advertisements from third parties. Royaltie may also offer special promotions for third party businesses through the Royaltie Applications or via email. Royaltie does not endorse these advertisements or promotions, nor does it encourage its users to procure the goods or services advertised or promoted.
13. **Intellectual Property Rights.** You do not acquire hereby any Intellectual Property Right in or relating to the Royaltie Applications or any materials you access or use through the Royaltie Applications. The Royaltie Applications contains materials owned or licensed by Royaltie. As between you and Royaltie, Royaltie owns and retains all rights in the materials and the Royaltie Applications. You will not remove, alter or conceal any copyright, trademark, service mark or any proprietary rights notices incorporated in or accompanying materials or the Royaltie Applications and agree not to not use, copy, distribute, display, perform including perform in public, transmit, communicate to the public including making available to

the public, broadcast publish, modify or create derivative works of the materials, except in connection with using the Royaltie Applications.

14. **Trademark Use.** All trademarks, service marks, logos, trade names and any other proprietary designations of Royaltie used herein or provided to you by Royaltie for promotional purposes are trademarks or registered trademarks of Royaltie. If Royaltie provides you with such promotional materials, you agree: (i) that Royaltie is not providing you with any endorsement whatsoever; and (ii) to return to Royaltie or dispose of the promotional materials upon request from Royaltie or automatically upon termination of this Agreement.
15. **Fees.** Your fees for the use of the Royaltie Applications have been disclosed to you via email correspondence with a Royaltie representative. You agree to keep a working credit card on file with Royaltie at all times, and maintain at all times at least \$500 of credit availability. Royaltie reserves the right to update its fees for the use of the Royaltie Applications at any time without notice. If Royaltie decides to change its fees, Royaltie shall inform you accordingly in advance and allow you to either continue or terminate your use of the Royaltie Applications.
16. **Payment for Eligible Offerings.**
  - a. Pricing of Eligible Offerings is set by Providers, and is not the responsibility of Royaltie. You agree, however, that the prices charged to Customers for Eligible Offerings will be equal to or greater than the prices you charge other clients who did not, or do not, come to you through Royaltie.
  - b. You shall make no effort, or grant any Customer request, to circumvent Royaltie's fees or the process by which Royalties are earned by Customers. You understand that any such efforts, even if they are unsuccessful, or detected by an undercover Royaltie representative, constitute grounds for a fine of up to \$5000.00 and other penalties up to and including permanent termination of your usage of the Royaltie Applications.
17. **Taxes.** The correct application and collection of the appropriate taxes is your sole responsibility. You are obligated to collect any applicable tax from Customers and remit it to applicable governments; it is also your sole responsibility to determine if a particular Offering is taxable or not. You are obligated to remit the relevant tax to applicable governments. Royaltie will not be responsible for any errors in the collection of taxes from Customers.
18. **Operation of Service.** Royaltie reserves the right to change, suspend, remove or disable access to the Royaltie Applications and any Content and Materials for any reason, including but not limited to complaints or allegations of infringement or other unlawful conduct, without liability to you, and at any time without notice. You agree that once a year Royaltie may access your premises (or premises under your control or influence) and review your systems, procedures and books and records to ensure your compliance with this Agreement.
19. **No Liability for Conduct of Customers.** Royaltie does not screen Customers and has no control over the actions or omissions of Customers. In no event shall Royaltie be liable to you or anyone else for any action or failure to act by a Customer, a decision made or action taken by you in reliance on any information obtained or received through the Royaltie Applications from a Customer or any other user or participant in the Royaltie Applications.

20. **No Special Relationship or Fiduciary Duty.** You acknowledge that Royaltie has no special relationship with, or fiduciary duty to, you. You also acknowledge that Royaltie has no control over, and no duty to take any action regarding which users gain access to the Royaltie Applications, what content you access via the Royaltie Applications, what effect the Contents and Materials and information received from the Royaltie Applications will have on you, how you may interpret or use the content of the Royaltie Applications, or what actions you may take as a result of having been exposed to the Content and Materials available on the Royaltie Applications.
21. **No Exclusivity.** You acknowledge that Royaltie can sign up and otherwise work with an unlimited number of other Providers, including but not limited to Providers who directly and indirectly compete with your Offerings and share physical space with you in your facility or office.
22. **Cancellation.** Royaltie requires 10 days' notice if you wish to cancel your affiliation with Royaltie Applications in order to ensure a smooth transition for Customers.
23. **Termination.** This Agreement is effective upon your agreeing to be bound by the terms of this Agreement and the Privacy Policy until terminated by you or Royaltie (the "Term"). Your rights under this Agreement will terminate automatically without notice from Royaltie if you fail to comply with any term(s) of this Agreement or Privacy Policy. Upon termination of the Agreement, you will cease all use of the Royaltie Applications and destroy all copies, full or partial, of the Royaltie Applications. On any termination of this Agreement, Sections 9, 13, 14, 17, 19, 20, 23, 24, 29, 30, 31, 32, 36, and 37 shall survive in perpetuity.
24. **Warranty.** You expressly acknowledge and agree that use of the Royaltie Applications is at your sole risk and that the entire risk to satisfactory quality and performance is with you. The Royaltie Applications are provided on an "as is" basis. As such, Royaltie disclaims all warranties and conditions, whether express or implied, statutory or otherwise about the Royaltie Applications to fullest extent permitted by law. To the extent any warranty exists under law that cannot be disclaimed, Royaltie, not Apple or Google, will be solely responsible for such warranty.
25. **Apple's Limitations. If you downloaded the Royaltie Applications from the Apple App Store, you may notify Apple** in the event of any failure of the Royaltie Applications to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if applicable, for the Royaltie Applications to you. To the maximum extent of the law, Apple will have no other warranty obligation whatsoever with respect to the Royaltie Applications. In the event of any third party claim that the Royaltie Applications or your possession and use of the Royaltie Applications infringes that third party's intellectual property rights Apple will not be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
26. **Google's Limitations. If you downloaded the Royaltie Applications from Google Play, you may notify Google** in the event of any failure of the Royaltie Applications to conform to any applicable warranty, and Google will refund the purchase price, if applicable, for the Royaltie Applications to you. To the maximum extent of the law, Google will have no other warranty obligation whatsoever with respect to the Royaltie Applications. In the event of any third party claim that the Royaltie Applications or your possession and use of the



Royaltie Applications infringes that third party's intellectual property rights Google will not be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

27. **Maintenance and Support.** You acknowledge that Royaltie has no obligation to furnish any maintenance and support, except where required by law. To the extent that any maintenance or support is required by applicable law, Royaltie, not Apple or Google, shall be obligated to furnish any such maintenance or support.
28. **Product Claims.** Royaltie, not Apple or Google, is responsible for addressing any claims by you relating to the Royaltie Applications or use of it, including, but not limited to: (i) any product liability claim; (ii) any claim that the Royaltie Applications fails to conform to any applicable legal or regulatory requirement; and (iii) any claim arising under consumer protection or similar legislation. Nothing in this Agreement shall be deemed an admission that you may have such claims.
29. **Governing Law and Dispute Resolution.** This Agreement is to be governed by and construed under the laws in effect in the province of Ontario. You irrevocably consent and attorn to the jurisdiction of the courts located in Ontario. The Parties hereby waive all rights to a trial by jury in any matter related to or arising from this Agreement.
30. **Limitations of Liability.** You acknowledge and agree that, to the maximum extent not prohibited by law, the entire risk arising out of your access and use of the Royaltie Applications and your membership with Royaltie and any contact you have with Customers or other users of Royaltie, whether in person or online remains with you. In no event will Royaltie (or any of its affiliates, shareholders, officers, directors, suppliers, employees, contractors, representatives, or agents) be liable for any incidental, indirect, special, exemplary or consequential damages, including without limitation lost profits, loss of data or loss of goodwill, service interruption, computer or system damage, the cost of replacement products or services, personal or bodily injury, emotional distress arising out of or in connection with these terms or any other commercial damages related to the materials or Content, your Offerings to Customers, interactions with other users of the Royaltie Applications or other persons with whom you interact as a result of your use of the Royaltie Applications, however caused, regardless of the theory of liability (contract, tort including negligence, or otherwise) and even if Royaltie has been advised of the possibility of such damages. In no event shall the aggregate liability of Royaltie arising from or related to this Agreement or the Royaltie Applications or the use thereof exceed fifty Canadian dollars (CAD\$50.00) even if a claim is a continuing one. The foregoing limitations will apply even if the above stated remedy fails of its purpose. Some jurisdictions do not allow the limitation of liability for personal injury, or other types of damages, so this limitation may not apply to you solely to the extent they are precluded by such laws.
31. **Indemnification.** You agree to release, defend, indemnify, and hold Royaltie, its affiliates and each of its employees, contractors, directors, officers, agents, suppliers and representatives (collectively, "Royaltie Indemnitees") harmless from and against any liabilities, claims, damages, losses and expenses, including without limitation, reasonable legal and accounting fees brought against Royaltie Indemnitees by any third party, including Customers or other Providers arising out of or related to (i) all claims or demands that arise from or relate to your use of the Royaltie Applications, any materials or Content; (ii) the creation of your profile; (iii) the use or provision of your Offerings; (iv) your interaction with

any Customers; (v) your collection of taxes; and (vi) from any breach of any representation, warranty or covenant herein.

32. **Assignment.** This Agreement may be assigned by Royaltie to an affiliate or in connection with a sale of all or part of the business or undertaking of Royaltie. You may not assign this agreement without the prior written consent of Royaltie.
33. **Third Party Beneficiary.** You and Royaltie agree that Apple, Google, and Apple's and Google's subsidiaries, are third party beneficiaries of this Agreement, and that, upon your acceptance of these terms and conditions of the Agreement, Apple and Google will have the right (and will be deemed to have accepted the right) to enforce the Agreement as a third party beneficiary.
34. **U.S. Legal Compliance.** You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
35. **Territorial Restrictions.** You agree that the Royaltie Applications will not be exported, imported, used, transferred, or re-exported from the country in which it is provided to you. The information provided within the Royaltie Applications is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Royaltie to any registration requirement within such jurisdiction or country. Royaltie reserves the right to limit the availability of the Royaltie Applications or any portion of the Royaltie Applications, to any person, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, service or other feature that Royaltie provides.
36. **Severability.** If any term(s) of this Agreement is held to be invalid or unenforceable under any applicable local laws or by an applicable court, that part shall be interpreted in a manner consistent with applicable law as nearly as possible to the original intentions of Royaltie and the remaining terms of the Agreement will remain valid and enforceable.
37. **No Waiver.** Royaltie's failure to exercise or enforce its rights under this Agreement does not waive our right to enforce such right. Any waiver of such rights will only be effective if it is in writing and signed by us.
38. **Amending This Agreement.** Royaltie reserves the right to amend the terms of this Agreement at its discretion without notice to the Provider. If the revision, in Royaltie's sole discretion, is material, Royaltie will notify you via an email update to the email address associated with your account. By continuing to offer products and services to Customers via the Royaltie Applications after those revisions become effective, you agree to be bound by the revised terms.
39. **Entire Agreement.** This Agreement, including the Privacy Policy, is the entire and exclusive agreement between Royaltie and you regarding your use of the Royaltie Applications. This Agreement supersedes and replaces any prior agreement between you and Royaltie regarding use of the Royaltie Applications. Other than members of a group of companies of

which Royaltie is the parent, no other person or company will be third party beneficiary to this Agreement.

40. **Contact Information.** Should you have any questions, complaints, or claims relating to the Royaltie Applications, please contact us at [support@royaltie.com](mailto:support@royaltie.com).

## **Royaltie User Privacy Policy**

Last updated: August 23, 2016

Hiram Lodge Enterprises Corp. (“Royaltie” or “we” or “us”) takes privacy very seriously. We understand that what appears on a photograph uploaded through the Royaltie website, mobile or other applications, and related services (together, the “Royaltie Applications”), and the products or services purchased in connection with Royaltie can sometimes be sensitive. Because of this, we want to make sure you are comfortable with what information is collected when you participate in Royaltie Applications, and how this information is used.

This Royaltie Privacy Policy (“Privacy Policy”) describes the information Royaltie gathers from you (“you” or “You”) when you use the Royaltie Applications or when you interact through Royaltie with service or product providers (“Provider(s)”) who provide you products or services (the “Offerings”), and how we use, process, and disclose that information. We may add to this Privacy Policy with other notices. We may also post additional privacy statements for some portions of the Royaltie Applications. We use servers located in different jurisdictions, including Canada and the United States, for our collection, use, retention and disclosure in accordance with this Privacy Policy.

### **Information We Collect**

When you create an account and use the Royaltie Applications, we collect the following types of information from you:

- Name, city of residence/location;
- Information that we can use to identify or contact you such as your email address and phone number;
- Device-related information;
- Any Personal Information or Personal Health Information you provide to us for use with the Royaltie Applications, as each term is defined by the Personal Information Protection and Electronic Documents Act (PIPEDA);
- Information related to health, beauty, shopping or other purchases that you have submitted through the Royaltie Applications to earn points (“Royalties”);
- Information related to your earning of Royalties;
- Any other information or Content, such as photos, images, reviews, topics, and bio, you provide us.

You are responsible for ensuring the accuracy of the information you submit to Royaltie. Inaccurate information will affect your experience when using the Royaltie Applications and our ability to contact you as described in this Privacy Policy. You may also be asked to provide authorization for uses of information in addition to what is in this Privacy Policy when you use certain features of the Royaltie Applications.

If you create an account using, or otherwise connect your account to, a social networking services account (e.g. Twitter, Facebook or Google) we may also collect information provided to us by such social networking service including for example your: name; email address; birthday; geographic location; interests; profile picture; gender; networks; user ID; list of friends; likes, comments and any information you have made public and made accessible to us on such social networking account. We may combine information received from you when using the Royaltie Applications with information from external sources.

We automatically collect information about how you use our Royaltie Applications, for example, pages you have viewed. We also collect certain technical information about your device including your Internet protocol address, geo-location information, your browser type, language and identifying information, your operating system and application version, device types, device model and manufacturer, device identifiers, and your device operating system type and version.

We also use cookies, Web beacons, URL information or other technologies to gather information regarding the date and time of your visit and the information for which you searched and which you viewed. Cookies are small pieces of information that a website sends to your computer's hard drive while you are viewing a website. We may use both session cookies (which expire once you close your web browser) and persistent cookies (which usually stay on your computer until you delete them) to provide you with a more personal and interactive experience. Web beacons are digital images that are used to log information on the Royaltie Applications or in our emails. We use Web beacons to manage cookies, count visits, and to learn what marketing works and what does not. We also use Web beacons to tell if you open or act on our emails.

Others, including third party analytics service providers and advertising partners, may also collect personally identifiable information about your online activities over time and across different Web sites when you use Royaltie Applications, including as described in this Privacy Policy. This Privacy Policy does not apply to and we are not responsible for those other parties. Third party analytics services may use cookies and Web beacons through our Royaltie Applications and platform device identifiers and software agents on and through our Royaltie Applications to provide us with information about how you use and interact with our Royaltie Applications.

## **How Royaltie Uses Your Information**

Royaltie uses your information to:

- Facilitate the creation of, administer and secure your account on the Royaltie Applications;
- Facilitate and verify your earning of Royalties for Offerings from Providers;
- Identify you as a user in our system;
- Provide, personalize, and improve the Royaltie Applications;

- Communicate with you about your use of the Royaltie Applications;
- Develop and expand our services to better suit the needs of Royaltie users;
- Customize any advertising and marketing content you view;
- Recommend content to you;
- Fulfill your requests and respond to your inquiries;
- Send newsletters, surveys, offers and promotional materials related to the Royaltie Applications and for other marketing purposes of Royaltie using your contact information;
- Send administrative communications about the Royaltie Applications;
- Conduct research and measurement activities;
- Measure and analyse the demographics, interests and behaviour of Royaltie members;
- Provide aggregate, anonymized data to Providers, partners, advertisers and other third parties;
- Protect, investigate, and prevent potentially fraudulent, unauthorized, or illegal activities;
- Protect our rights and the rights of other users;
- Comply with our legal obligations;
- As otherwise described in this Privacy Policy or in notices we provide to you; and
- For purposes consistent with those described in this Privacy Policy.

We also use your information to verify your geographic location. We may use your geographic location data to personalize our Royaltie Applications, to recommend Offerings, to verify Check-Ins, to adjust Royalties to reflect local currency, and/or to determine whether the information you have requested is available in your location.

### **Using Royaltie Applications to Share You Own Information**

The Royaltie Applications may allow you to connect and share your actions, comments, Content, profile, and information publicly or with other Royaltie users and Providers. You may control the Personal Information shared via controls built into the Royaltie Applications. Please be mindful of your own privacy needs as you choose who to connect with and what to share and make public. We cannot control the privacy or security of information you choose to make public or share with others.

The Royaltie Applications may also provide you with the option to share certain information from your Royaltie account with social networking services like Facebook, Instagram, or Twitter. We are not responsible for the use or re-sharing by others of any of your information once it is made public. If you do not want your information to be made public, you should not use the Royaltie Applications in this manner and/or you should adjust your privacy settings on the applicable social networking service accordingly. We are not responsible for and we do not control these social networking services' privacy practices. Please review the applicable privacy policy for information about how they use your information. If you mistakenly post Personal Information in our community areas and would like it removed, you can send us an email to request that we remove it by following the process described below in the section titled, "**Access to and Corrections of Your Information**". In some cases, we may not be able to remove your Personal Information.

### **How Royaltie Discloses Your Information**

Royaltie considers your Personal Information an essential part of our relationship with you and a key component in delivering a great service. Access to your Personal Information within Royaltie

Applications is strictly limited to the persons for whom such information is necessary for the performance of their functions and duties. Unauthorized access to or disclosure of your Personal Information by a Royaltie employee is strictly prohibited and will result in appropriate disciplinary measures.

We do not provide or sell this information to third parties except as described in this Privacy Policy. There are times when we need to share your Personal Information with certain third parties in order to operate our business. The circumstances under which Royaltie will share your Personal Information are described below:

- With your consent or at your direction;
- With others who perform services on our behalf;
- With Providers to validate your Check-Ins.
- If we are required to do so by law, or to comply with a court order, judicial or other government subpoena, or warrant;
- If we believe doing so is appropriate or necessary to prevent any liability, or fraudulent, abusive, or unlawful uses or to protect Royaltie and our Royaltie Applications, or any rights, property, or personal safety of Royaltie or others;
- If we believe disclosure is necessary in an emergency situation to protect the safety of any person;
- To address any breach of Royaltie's User or Provider Agreement;
- As a transferred business asset in the event that Royaltie is or may be acquired by or merged with another company or involved in any other business deal (or negotiation of a business deal) involving the sale or transfer of all or part of our business or assets; and
- As a transferred business asset in the event of insolvency, bankruptcy, or receivership.

Royaltie may also share non-identifiable data with our partners, advertisers and other third parties, such as aggregated and anonymized information, receipt data, mobile data and cookie data.

In some cases, Personal Information of Royaltie users may be stored or processed outside of Canada. In such cases, we continue to protect this information with appropriate safeguards, but it may be subject to the legal jurisdiction and governmental authority of those countries.

### **Data Retention**

Royaltie will retain your Personal Information for as long as your account is active. Following termination or deactivation of your account, we may retain information for the time required to fulfil the identified purposes and consistent purposes, our legitimate business purposes, and to conform to our legislative requirements. We may retain your information in aggregate or anonymized form indefinitely.

### **Security**

Royaltie takes commercially reasonable steps to help protect your information against loss, misuse and unauthorized access, or disclosure. Security safeguards include physical, administrative and technical measures that are reasonable given the sensitivity of the information, the purposes for which it is to be used, the quantity and distribution of the information and the medium on which it is

stored. Royaltie also ensures that all of its employees are informed of the contents of this Privacy Policy and understand that they are required to conform to it at all times.

No company can fully prevent security risks, however. While we strive to protect your information, we cannot guarantee its absolute security. To help protect yourself and your information, choose a unique password for our Royaltie Applications and do not use a password on our Royaltie Applications that you would use on any other website or online service. You should also take special care in deciding what information you share through the Royaltie Applications.

### **Information Choices**

By installing, accessing or using the Royaltie Applications on any device including uploading or downloading any materials or content, you agree to be bound by the Policy and you consent to your Personal Information being collected, used, retained and disclosed as described above. Your consent can be withdrawn at any time, subject to legal and contractual restrictions and reasonable notice. Please note that if you choose to withdraw your consent, Royaltie may not be able to provide you with certain services.

Some mobile application platforms may also allow you to opt out of installing certain features of the Royaltie Application, which may allow for automatic collection of certain data. You do not have to use any of the Royaltie mobile application features unless you choose to, however, opting out of any or all features may affect the application's ability to operate properly.

If you have accepted this Privacy Policy, you have also consented to receiving promotional and other commercial electronic messages from Royaltie, and to Royaltie's use of your Personal Information to send you such messages. You may opt out of receiving such messages from Royaltie by following the instructions in those messages. If you opt out, we may still send you non-commercial electronic messages, such as messages about your accounts or our ongoing business relations. You may also send requests about your information, including changes to your contact preferences, changes to or deletions of your information or content you post, and requests to opt-out of sharing your information with third parties by emailing [privacy@royaltie.com](mailto:privacy@royaltie.com). Please note that deletion of your information or content does not ensure complete or comprehensive removal of the content or information posted on the Offerings.

When you use Royaltie Application, we may permit third party online advertising networks to collect information about your use of our website or mobile application over time so that they may play or display advertisements that may be relevant to your interests. Typically, the shared information is provided through cookies or similar tracking technologies. Most Web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your browser to remove cookies and to reject cookies from Royaltie or from third parties. Please refer to your browser's or mobile device's technical information for instructions on how to delete and disable cookies, and other tracking/recording tools. (To learn more about cookies, clear gifs and Web beacons and related technologies, you may wish to visit <http://www.allaboutcookies.org> and/or the Network Advertising Initiative's online resources, at <http://www.networkadvertising.org>). Depending on your mobile device, you may not be able to control tracking technologies through settings.

If you choose to remove cookies or reject cookies, this could affect certain features of the Royaltie Applications and the Royaltie Applications may not function properly or optimally. You can also choose to opt-out of use of cookies by some of our third party advertising partners to deliver ads tailored to your profile and preferences. However, while we and others give you choices as described in this policy, there are many ways in which Web browser signals and other similar mechanisms can indicate your choice to disable tracking, and our Royaltie Applications may not be aware of or honor every mechanism.

### **Access to and Corrections of Your Information**

You have the right to know what information Royaltie has about you and to correct any inaccuracies. Please direct any such requests by email to [privacy@royaltie.com](mailto:privacy@royaltie.com), or by one of the other means listed below under the heading "**Royaltie Contact Information**".

### **Minors**

We will not knowingly collect information from users under the age of 13. If we discover that we have collected information from a user under the age of 13, we will delete such information.

### **Changes and Updates to this Privacy Policy**

From time to time, we may revise this Privacy Policy. To help you stay current of any changes, we note the date the Privacy Policy was last updated above.

### **Royaltie Contact Information**

Please contact Royaltie with any questions or comments about this Privacy Policy, your information, our third-party disclosure practices, or your consent choices via [privacy@royaltie.com](mailto:privacy@royaltie.com).