

RouteThis Terms of Use

Groupnotes Inc. d/b/a RouteThis (“**RouteThis**”) OWNS THE ROUTETHIS APPLICATION (the “**App**”). THESE TERMS OF USE APPLY TO ALL USERS OF THE APP.

BY USING THE APP YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS OF USE. IF YOU DO NOT ACCEPT THESE TERMS OF USE, THEN DO NOT USE THE APP OR ANY OF ITS CONTENT OR SERVICES. THESE TERMS OF USE MAY BE AMENDED OR UPDATED FROM TIME TO TIME BY NOTICE ON THE APP. YOUR USE AFTER ANY AMENDMENTS OR UPDATES OF THESE TERMS OF USE SHALL SIGNIFY YOUR ASSENT TO AND ACCEPTANCE OF SUCH REVISED TERMS.

1. The Service. The App allows us to collect information about a users’ home network (further details of which are set out below) and to share that information with other third parties with whom you would like to share that information for the purpose of trouble shooting any connection issues which you may have (the “**Service**”). In order to access the Service you must have downloaded the App.
2. Information we collect. We do not collect personal information. All the information that we collect is anonymized and cannot be used to identify you. We will give you a unique identifier number which you may share with others for the purpose of helping you resolve technical issues that you may have, and in their hands may become personal information. However, under contract with us, those third parties will not share any further information about you with us and accordingly not even your unique identifier number will be personal information when held by us.

We collect detailed technical information about your home network for the purpose of helping third parties trouble shoot problems that may be arising when you use their services and/or devices (**User Content**). This information includes details such as the following:

- a. User’s network speed
- b. Devices on the user’s networks
- c. Ping test
- d. Traceroute
- e. Connection quality of devices and inside and outside the home
- f. External IP address
- g. MAC address
- h. Make/model of user’s router
- i. Wireless channel congestion analysis

We may also collect non-personal information from your mobile device with the App. This information is generally used to help us deliver the most relevant information to you and improve our Services and analytics platform. We use App analysis services including, but not limited to, Mixpanel. Examples of information that may be collected and used include how you use the App and information about the type of device you use. In addition, in the event our App crashes on your mobile device, we will receive information about your mobile device model and OS version, which allows us to identify and fix bugs and otherwise improve the performance of our Application(s).

3. How we share the information we collect: We will give you a unique identifier number (**UIN**), which will be clearly visible on the App. If you want to make information about your network available to third parties who have entered into a contract with us (**Permitted Third Parties**), you can share your UIN with them. Once they have your UIN they will be able to see the information that we have collected about your network, as described above. They can use this information to help you resolve issues with your network.

4. Your Warranties to us: This Service is used to access detailed technical information on a network. Accordingly, this Service is not for use by minors, and is only for use by either the owner of the network that it is being used to analyze, or is being used by a person who has obtained the consent of the owner of the network to use the Service on that network. Accordingly, you hereby warrant to us that:
 - a. You are not a minor; and
 - b. You will only use the Service on a network which you either (a) own; or (b) have obtained the consent of the owner of the network to use the Service on that network.
5. Restrictions on Use of the Service. We 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 App and/or Service You shall not:

- a. copy any content unless expressly permitted to do so herein;
- b. upload, post, email, transmit or otherwise make available any material that:
 - i. 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;
 - ii. You do not have a right to make available under any law or under a contractual relationship;
 - iii. infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party (including privacy rights);
 - iv. 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;
 - v. 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 App or that of any users or viewers of the App or that compromises a user's privacy; or
 - vi. 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;
- c. impersonate any person or entity or misrepresent their affiliation with a person or entity;
- d. forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted to or through the App or impersonate another person or organization;
- e. interfere with or disrupt the App or servers or networks connected to the App, or disobey any requirements, procedures, policies or regulations of networks connected to the App or probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;
- f. intentionally or unintentionally violate any applicable local, state, national or international law or regulation;

- g. collect or store personal data about other users or viewers;
- h. license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the App;
- i. 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 App, except to the extent the foregoing restrictions are expressly prohibited by applicable law; or
- j. register for the Service on behalf of a group or corporate entity.

You also agree not to access the App in a manner that utilizes the resources of the App more heavily than would be the case for an individual person would during conventional use.

6. License of Content. By submitting User Content through the Service, you grant us (and our agents) a non-exclusive, royalty-free license (with the right to sublicense) to use, copy, modify, transmit, display and distribute such User Content. RouteThis 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. Ownership and rights: As between RouteThis and you, RouteThis or its licensors own and reserve all right, title and interest in and to the Service and the App and all software and other items used to provide the Service and the App, other than the rights explicitly granted to you to use the Service and the App in accordance with this Terms. No title to or ownership of any proprietary rights related to the Service or the App is transferred to you pursuant to these Terms. All rights not explicitly granted to you are reserved by RouteThis.

In these Terms the content available through the Services, including all information, data, logos, marks, designs, graphics, pictures, sound files, other files, and their selection and arrangement, is called "Content". Other than the User Content, the Services, all Content and all software available on the Services or used to create and operate the Services is the property of RouteThis or its licensors, and is protected by Canadian and international copyright laws, and all rights to the Services, such Content and such software are expressly reserved. All trademarks, registered trademarks, product names and company names or logos mentioned in the Services are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by RouteThis.

8. End User License. Except for User Content, the App and the information and materials that it contains, are the property of RouteThis and its licensors, and are protected from unauthorized copying and dissemination by copyright law, trademark law, and other intellectual property laws. Subject to the terms of this Agreement, RouteThis grants you a non-transferable, non-exclusive, license to download, install and use one copy of the App on a mobile device that you own or control for your own personal use (the "**License**"). The App is licensed to you and not sold. Nothing in the Terms gives you a right to use the RouteThis names, trademarks, logos, domain names, and other distinctive brand features without our prior written consent. You shall not attempt to override or circumvent any of the usage rules or restrictions on the App. Any future release, update, or other addition to functionality of the App or RouteThis shall be subject to the terms of these Terms.
9. Feedback. If You provide RouteThis with any suggestions, comments or other feedback relating to any aspect of the App and/or Service ("**Feedback**"), RouteThis may use such Feedback in the App or in any

other RouteThis products or services (collectively, "**RouteThis Offerings**"). Accordingly, You agree that: (a) RouteThis 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 RouteThis, (c) RouteThis (including all of its successors and assigns and any successors and assigns of any of the RouteThis Offerings) may freely use, reproduce, publicize, license, distribute, and otherwise commercialize Feedback in any RouteThis Offerings, and (d) You are not entitled to receive any compensation or re-imbusement of any kind from RouteThis or any of the other users of the App in respect of the Feedback.

10. Advertising. You acknowledge and agree that the App may contain advertisements. If You elect to have any business dealings with anyone whose products or services may be advertised on the App, You acknowledge and agree that such dealings are solely between You and such advertiser and You further acknowledge and agree that RouteThis shall not have any responsibility or liability for any losses or damages that You may incur as a result of any such dealings. You shall be responsible for obtaining access to the App and acknowledge that such access may involve third-party fees (such as Internet service provider access or data fees). You shall be solely responsible for any such fees and also for obtaining any equipment that is required to access the App. It is your responsibility to ascertain whether any information or materials downloaded from the App are free of viruses, worms, Trojan Horses, or other items of a potentially destructive nature.

11. DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS. THE, SERVICE, APP AND ALL MATERIALS PROVIDED THEREIN ARE PROVIDED "AS IS." ROUTETHIS SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, 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 SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, LOSS OF DATA, OR ANY OTHER LOSS THAT RESULTS FROM DOWNLOADING OR USING ANY SUCH MATERIAL OR FROM FOLLOWING THE DIRECTIONS OF ANY THIRD PARTY WHO HAS ACCESS TO SUCH INFORMATION. ROUTETHIS DOES NOT WARRANT, ENDORSE, GUARANTEE, PROVIDE ANY CONDITIONS OR REPRESENTATIONS, OR ASSUME ANY RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY ANY THIRD PARTY THROUGH THE APP OR IN RESPECT TO ANY WEBSITE THAT CAN BE REACHED FROM A LINK ON THE APP OR FEATURED IN ANY BANNER OR OTHER ADVERTISING ON THE APP, AND ROUTETHIS SHALL NOT BE A PARTY TO ANY TRANSACTION THAT YOU MAY ENTER INTO WITH ANY SUCH THIRD PARTY. ROUTETHIS WILL NOT BE LIABLE FOR ANY TYPE OF CONTENT EXCHANGED BY MEANS OF THE SERVICE.

ROUTETHIS DOES NOT WARRANT, ENDORSE, GUARANTEE, PROVIDE ANY CONDITIONS OR REPRESENTATIONS, OR ASSUME ANY RESPONSIBILITY FOR ANY THIRD PARTY MAKING USE OF ANY INFORMATION PROVIDED THROUGH THE APP, INCLUDING WITHOUT LIMITATION ANY PERMITTED THIRD PARTIES WITH WHOM YOU MAY HAVE SHARED YOUR UIN. ROUTETHIS WILL NOT BE LIABLE FOR ANY CONSEQUENCE THAT MAY ARISE AS A RESULT OF YOUR SHARING USER CONTENT WITH ANY THIRD PARTY THROUGH THE SERVICE OR THEIR USE OF SUCH INFORMATION, INCLUDING WITHOUT LIMITATION ANY LOSS OR DAMAGE WHICH MAY RESULT FROM SUCH USE AND/OR ADVICES WHICH THEY MAY PROVIDE ON THE BAIS OF SUCH USER CONTENT.

12. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES SHALL ROUTETHIS 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 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 APP, (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 APP, OR (V) ANY ERRORS OR OMISSIONS IN ANY MATERIAL ON THE APP OR ANY OTHER LOSS OR DAMAGE OF ANY KIND ARISING FROM OR RELATING TO YOUR USE OF THE APP. THESE LIMITATIONS SHALL APPLY EVEN IF ROUTETHIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, ROUTETHIS'S LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO THE GREATER OF (A) FIFTY U.S. DOLLARS (\$50) OR (B) AMOUNTS YOU'VE PAID ROUTETHIS IN THE PRIOR 12 MONTHS (IF ANY) THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULLEST EXTENSION PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

13. INDEMNIFICATION. YOU SHALL INDEMNIFY AND HOLD ROUTETHIS AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM ALL CLAIMS, ACTIONS, PROCEEDINGS, DEMANDS, DAMAGES, LOSSES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), INCURRED IN CONNECTION WITH ANY MATERIALS SUBMITTED, POSTED, TRANSMITTED OR MADE AVAILABLE BY YOU THROUGH THE SERVICE AND/OR ANY VIOLATION BY YOU OF THESE TERMS OF USE.
14. Termination. RouteThis may, under certain circumstances and without prior notice, immediately terminate Your ability to access the App 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 RouteThis (b) requests by law enforcement or other government agencies, (c) a request by You, (d) discontinuance or material modification to the App (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. You acknowledge and agree that all terminations may be made by RouteThis in its sole discretion and that RouteThis shall not be liable to You or any third-party for any termination of Your access to this App. Any termination of these terms of use by RouteThis shall be in addition to any and all other rights and remedies that RouteThis may have.
15. Availability & Updates. RouteThis may alter, suspend, or discontinue this App at any time and for any reason or no reason, without notice. The App, Service and/or RouteThis may be unavailable from time to time due to maintenance or malfunction of computer or network equipment or other reasons. RouteThis may periodically add or update the information and materials on this App without notice.
16. Security. Information sent or received over the Internet is generally unsecure and RouteThis cannot and does not make any representation or warranty concerning security of any communication to or from the App 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. RouteThis will not be liable for any loss or damage arising from your failure to comply with these requirements.
17. Data Deletion. Any user who wishes to have their data deleted permanently may submit a request to gdprcompliance@RouteThis.com. This request must contain the user's UIN which is needed to find and delete specific user data.
18. General. These Terms of Use, together with any privacy policy that may be published on the App, constitutes the entire agreement between the parties relating to the App and Service and all related activities. These terms of use shall not be modified except in writing signed by both parties or by a new posting of these terms of use issued by RouteThis. 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 RouteThis 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 RouteThis 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 RouteThis's prior written consent.

If you have any questions about these Terms or if you wish to make any complaint or claim with respect to the RouteThis or Service, please contact us at: info@RouteThis.com

Effective Date: May 7,2018