

TERMS OF SERVICE

The BusPal Terms Of Service were last updated on October 12, 2021.

Welcome to BusPal!

Thanks for signing up to use our products and services (together, we'll call these the "Services").

These Terms of Service (or "Terms" for short) describe the rules of BusPal's relationship with you and are a legal agreement, so please read all of them carefully. By using the Services, you agree to the Terms. If you don't agree with them, please do not use the Services.

WE WANTED TO LET YOU KNOW THAT THE TERMS INCLUDE AN ARBITRATION CLAUSE THAT REQUIRES ANY DISPUTES, EXCEPT SMALL CLAIMS CASES, TO BE RESOLVED BY BINDING ARBITRATION IN ONTARIO, CANADA. YOU AND BUSPAL ALSO AGREE TO WAIVE THE RIGHT TO JURY TRIALS, CLASS ACTIONS AND CLASS-ACTION WIDE ARBITRATION. PLEASE READ SECTIONS 15 AND 16 CAREFULLY.

1) Who Can Use the Services

You must be at least 13 years old to use the Services. If you are not yet legally considered an adult where you live (known as the age of majority), you may only use the Services if your parent or guardian agrees to these Terms on your behalf.

By using any of the Services, you are accepting this Agreement and you confirm that you have the right and capacity to enter into this Agreement.

2) Your Rights to Use the Services

BusPal grants you a personal, royalty-free, non-transferable, worldwide, non-exclusive, revocable, non-sublicensable license to: (a) access and use the Services for your non-commercial use or internal business use; (b) download, install and use the BusPal application on one or more mobile device(s) (e.g. cell phone and/or tablet), which natively executes an operating system supported by BusPal, and that you own or control for your non-commercial use or internal business use; and (c) use In-App Products solely within BusPal (the "License"). The License lets you enjoy the Services in a way that these Terms allow.

You agree that any software that we provide you may automatically download and install upgrades, updates or other new features and regularly send log information to our servers. You may be able to adjust these automatic downloads through your mobile device settings. These updates and upgrades are designed to improve and enhance our Services and can include bug fixes, enhancements and new features or modules.

You may not sell, rent, lease, assign, distribute, copy, modify or host any part of our Services. Furthermore, you can't merge, adapt, make derivative works of, disassemble, decompile, reverse compile, attempt to discover the source code or reverse engineer any part of the Services, except to the extent these restrictions are expressly prohibited by applicable law.

3) Rights You Give Us

Some of our Services let you create, send, upload, post, receive and store content. When you do that, you keep the ownership rights you had in the content to begin with. But you grant us a non-exclusive, royalty-free and fully paid, worldwide license, with the right to grant sublicenses, to reproduce, distribute, host, display, and otherwise use the content for the purpose of operating, developing, providing and improving the Services, researching and developing new ones and using it as described in the Privacy Policy. When you create, send, upload, post content, you also give us a license to distribute, publish and promote your content to other users.

While we aren't required to, we may review, screen and delete your content at any time if we think it may violate these Terms. You are responsible for the content that you send through the Services, including for back up of that content.

The Services may contain advertisements. In consideration of BusPal letting you access and use the Services, you agree that BusPal and its affiliates and third party partners may place advertising on the Services.

We're always happy to hear from you but if you volunteer any feedback or suggestions about BusPal or the Services, please know that we can use your ideas without compensating you.

4) Privacy

Your privacy matters to us. You can learn more about how we handle your information when you use our Services by reading our Privacy Policy. We encourage you to read it carefully because by using our Services you agree that BusPal can collect, use and share your information in the ways described in that policy.

5) Safety and Respecting the Rights of Others

You may not upload, post, send, comment on or store content that:

- i. is false, intentionally misleading, illegal or promotes an illegal activity or that impersonates any other person or entity, including BusPal;
- ii. is bullying, harassing, abusive, threatening, vulgar, obscene, or offensive, or that contains pornography, nudity, or graphic or gratuitous violence, or that promotes violence, racism, discrimination, bigotry, hatred, or physical harm of any kind against any group or individual;
- iii. is harmful to minors in any way or targeted at persons under the age of 13;
- iv. violates or infringes any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
- v. requests any form of identification or illegal content from BusPal users;
- vi. spams or solicits BusPal users to purchase anything; or
- vii. interferes with the positive experience of other users of the BusPal platform, in BusPal's discretion.

You agree not to use the Services to:

- i. attempt to gain unauthorized access to the Services or servers or networks connected to the Services (e.g. through password mining);
- ii. disable, overly burden, impair, or otherwise interfere with servers or networks connected to the Services (e.g. a denial of service attack);
- iii. upload or distribute any computer viruses, worms, malicious code, or any software intended to damage or alter a computer system or data;
- iv. interfere with another user's use and enjoyment of the Services; or
- v. collect information or data regarding other users, including email addresses, images or personal information, without their consent (e.g. using harvesting bots, robots, spiders, or scrapers).

6) Your Account

You are responsible for anything that happens in your account, so please keep it secure. Keeping a strong password that you haven't used for other accounts is one good way to do this. You agree that the registration information you give to BusPal is true and that you'll keep it up to date.

Also, you agree that you will not:

- i. buy, sell, rent or lease access to your BusPal account unless you have our written permission first;
- ii. share your account password with anyone;(d) log in or try to log in to access the Services through unauthorized third party applications or clients;
- iii. create another account if we've disabled one you had unless you have our written permission first.

If you think someone has obtained access to your account, please contact us immediately at BusPal Support (support@buspal.net).

7) Data Charges

You are responsible for any mobile charges when you use the Services including data charges for use or the Services and/or updates or upgrades of new versions of the Services. If you're not sure what those charges may be, please ask your provider before using the Services.

8) Copyright

Our policy allows copyright owners to request removal of any infringing materials and for the termination, in appropriate circumstances, of users of our Services who are repeat infringers of intellectual property rights, including copyrights.

If you believe that one of our users is using BusPal to unlawfully infringe the copyright(s) in a work, and want to have the material removed, please provide the following information in writing to our Copyright Agent:

- i. identification of the material on our Services that you claim is infringing and that you request us to remove;
- ii. identification of the copyrighted work(s) that you claim to have been infringed;
- iii. a statement that you have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law;
- iv. sufficient information to permit us to locate such material;
- v. your address, telephone number, and e-mail address;
- vi. a statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner; and
- vii. your physical or electronic signature;

Please note that any misrepresentations in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney's fees incurred by BusPal Inc. in connection with the written notification and allegation of copyright infringement.

Our Copyright Agent is:

BusPal Inc.

94 Glengarry Cres,

Maple, Ontario, L6A 4Z4, Canada

Email: support@buspal.net

9) Third Party Services

If you use a service, feature or product offered by a third party (including those we jointly offer with a third party), such as most Geolocation, Navigation and Maps offered by a third party (all together the "Third Party Services"), that third party's terms will govern their relationship with you. Please read and understand those terms and investigate any features that are important to you before using a Third Party Service. BusPal is not responsible or liable for the third party terms or content on Third Party Services or actions taken under the third party's terms. BusPal does not necessarily conduct a detailed review of and makes no promises about the Third Party Services.

10) Modifying the Services and Termination

We are always improving our Services and creating new ones. We may add or remove features, products or functionality, and we may also suspend or stop the Services at any time without notice.

We can also terminate this Agreement or deactivate your BusPal Account if we think you've violated these Terms or for any reason. We may also reclaim, deactivate or delete accounts if you've been inactive for at least 3 months or have violated these Terms, including by infringing other people's trademarks.

We will not be liable to you for terminating this Agreement, including for termination of your

BusPal Account or deletion of your content. No matter who ends this agreement, you and BusPal will continue to be bound by Sections 3, 5, 10-18.

11) Additional Terms for Specific Services

Since we have a growing number of Services, we sometimes need to describe additional terms for specific Services. Those additional terms and conditions, which are available with the relevant Services, then become part of your agreement with us if you use those Services. For additional information on how our Services work, you can visit our Help site located [here](#).

12) Indemnity

You agree to defend, indemnify and hold harmless BusPal, our directors, officers, employees, affiliates, agents and suppliers (“BusPal Group”) from and against any claims, suits, losses, damages, liabilities, costs, and expenses (including reasonable attorneys’ fees) brought by third parties resulting from or relating to: (i) your use of the Services; (ii) your user content; or (iii) your violation of these Terms. We reserve the right, at your expense, to assume the exclusive defense and control of any matter that you are required to indemnify and you agree to cooperate with our defense of these claims. You agree not to settle any matter without our prior written consent. We will use reasonable efforts to notify you of any claim falling under this section once we learn of it.

13) Disclaimers

THE SERVICES ARE PROVIDED “AS-IS” AND AS AVAILABLE AND BUSPAL GROUP (AND ITS SUPPLIERS) EXPRESSLY DISCLAIM ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, STABILITY, ACCURACY, OR NONINFRINGEMENT. BUSPAL GROUP (AND ITS SUPPLIERS) MAKE NO WARRANTY THAT THE SERVICES: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (C) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. BUSPAL GROUP IS NOT RESPONSIBLE FOR ANY THIRD PARTY CONDUCT OR USER CONTENT ON ITS SERVICES.

You hereby irrevocably and unconditionally release and forever discharge BusPal Group from any and all claims, demands, and rights of action, whether now known or unknown, that relate to any interactions with, or acts or omission of, the Services and BusPal Group. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

14) Limitation of Liability

IN NO EVENT WILL BUSPAL GROUP BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THIS AGREEMENT, THE SITES, PRODUCTS OR THIRD PARTY SITES AND PRODUCTS, EVEN IF BUSPAL GROUP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SITES, PRODUCTS OR THIRD PARTY SITES AND PRODUCTS ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA RESULTING THEREFROM. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, BUSPAL GROUP'S LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, THE SITES AND PRODUCTS (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO THE GREATER OF: (A) FIFTY CANADIAN DOLLARS (\$50) OR (B) AMOUNTS YOU'VE PAID BUSPAL GROUP IN THE PRIOR 12 MONTHS (IF ANY). IN NO EVENT WILL BUSPAL GROUP'S SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW SOME OF THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR DAMAGES DESCRIBED ABOVE, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

15) Choice of Law & Exclusive Venue

These Terms are governed by the laws of Ontario, Canada aside from its conflict of laws principles. Where the Terms allow claims to be resolved in Court, you agree to submit to the personal jurisdiction of the courts located within Ontario, Canada for the purpose of litigating all claims or disputes related to injunctions sought by us or other equitable relief to protect our intellectual property rights in any court of competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

16) Resolution of Disputes

(a) **Mandatory Arbitration.** Any dispute or claim between you and us relating to or arising out of the Services or the Terms (except for small claims court matters or the injunctive or other equitable relief mentioned in Section 15 above), will be referred to and determined exclusively through binding confidential arbitration conducted in Toronto, Ontario, Canada, unless the parties agree otherwise. The arbitration will be held on an individual basis, before a single arbitrator and in accordance with the applicable Ontario arbitration statute (the Arbitration Act, 1991, S.O. 1991, c.17, as amended, or the International Commercial Arbitration Act, R.S.O. 1990, c. I.9, as amended, or such other statute that may be enacted). The arbitration will not be open to the public or media and all evidence discovered or submitted is confidential and may not be publically disclosed, except as needed to enforce an arbitral award.

Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based

arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the arbitration rules. You and BusPal Group may also take claims to small claims court in Toronto, Ontario, Canada if the dispute qualifies for hearing by that court. BY ENTERING INTO THIS AGREEMENT, YOU ARE GIVING UP YOUR RIGHT TO GO TO COURT TO ASSERT ANY CLAIMS, EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT.

You and BusPal Group also agree that: (i) you and BusPal Group will each pay such portion of the costs of the arbitration (which consists of each party's legal expenses, the fees and expenses of the arbitrator, and any other expenses related to the arbitration) as determined by the arbitrator; (ii) the arbitrator may, in making an award of costs, consider whether costs are prohibitive compared to litigating in a court, and may require BusPal Group to pay a greater portion of the fees and expenses of the arbitrator, or the travel expenses of you or any witness, in which case BusPal Group will pay as much of your arbitration costs as the arbitrator deems necessary to prevent such cost-prohibitiveness; (iii) the arbitrator will honor claims of privilege and privacy recognized at law; (iv) the arbitrator may award any individual relief or individual remedies that are permitted by applicable law; and (v) the arbitrator's award will be final and non-appealable, but may be enforced in any court of competent jurisdiction.

(b) **Jury Trial Waiver.** THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in court and are subject to very limited review by a court. In the event any litigation should arise between you and the Company in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND THE COMPANY WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

(c) **Class Action Waiver.** THE ARBITRATION WILL BE CONDUCTED ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD CLASS-WIDE RELIEF. (d) **Right to Opt Out.** You have the right to opt out of this agreement to arbitrate by sending written notice of your decision to opt out, postmarked within 30 days of the date this Agreement, to the address listed in Section 8 (above). Your written notice must include your name and the email address you used to sign up with your BusPal account. If you send written notice, then the mandatory arbitration provisions in this Agreement will not apply to you or BusPal Group. IF YOU DO NOT SEND THIS WRITTEN NOTICE, THEN YOU AGREE TO BE BOUND BY THE MANDATORY ARBITRATION PROVISIONS IN THIS AGREEMENT.

17) **Severability**

If any part of these Terms is found to be unenforceable, then that provision will be severed from these Terms and not affect the validity or enforceability of the remaining terms.

18) Final Terms

All rights not granted to you are reserved by BusPal Group and all intellectual property in the Services is owned by us. These Terms are the final, complete and exclusive agreement between you and BusPal Inc. and supersede all prior agreements between us.

If we don't enforce a part of these Terms, it will not be considered a waiver. You can't transfer your rights or obligations under this agreement without our consent. The word "including" means including without limitation. We may assign the Terms in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or bankruptcy or other operation of law, without your consent.

If we need to contact you about these Terms, you: (1) agree to receive electronic messages from us; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other messages we send to you electronically satisfy all legal requirements as if they were in writing. We agree that these Terms and all related documents are in English.

Contact Us

BusPal welcomes your comments, questions and suggestions.

Please send us feedback at

support@buspal.net

BusPal Inc. is located in Canada at 94 Glenngarry Cres, Ontario, L6A 4Z4