

Terms and Conditions

Last updated: January 20, 2022.

These Terms and Conditions apply to your use of Meetlab Inc.'s Engamio web platform ("Engamio" or the "Company"), the websites located at www.engamio.com and www.engamio.live (the "Website"), and the services offered by Engamio (the "Services") to its users ("Users", "You"): Engamio account holders (the "Customer", "Organizer", or "Engamio Account Holder") and participants (the "Attendees", or "Participants") that interact with Engamio activations ("Engagers") created by the Organizers. By using any of Engamio's Services, visiting the Website, interacting with Engagers, or completing the subscription registration process, the Participants and the Engamio Account Holders are deemed to have read and agreed to the following terms and conditions:

About the Service

Engamio is an online platform that helps to elevate audience engagement with gamification and other types of interactive activities.

The Organizer creates Engamio account where she/he can create interactive activations ("Engagers") that can be shared/presented at different types of events. An Engager is an online game or activity, created by the Organizers in their Engamio accounts. Engamio Account Holders can create Engagers with customized logos, texts, pictures, links, videos, and special offers. Engamio Engagers can be built for an event, presentation, or webcast, or for any other types of activities. Organizers can share their Engagers with event Attendees before, during, or after an event. Once an Engager is complete, the Organizer can access analytical data on the Engager, gauge performance, and draw new insights. Organizers also have the option to sell prepared Engagers to event sponsors as a separate sponsorship package.

Engamio provides its Customers with different types of templated Engagers to customize and build. The types and availability of different Engagers is set at the sole discretion of Engamio. Once an Engager type has been selected and populated with content by the Organizer, the now-completed Engager can be shared with event Participants. The Organizer can also decide when participants will be able to interact with and complete the Engager. It is the Organizer's responsibility to select when the Engager will be distributed to their event participants and ensure that it is duly received by them.

Engamio provides its Services to its users in the Province of Ontario, throughout Canada, and internationally, where permissible by local law. If You are accessing our Website or Services from a jurisdiction outside Canada, You hereby acknowledge and agree that your use of the Website or Services shall, to the greatest extent permitted by applicable law, remain at all times subject only to the laws of Ontario and Canada. To the extent permitted by applicable law, we reserve the right to deny or terminate service to any user at our discretion.

Engamio makes every effort to ensure materials on the Website are displayed accurately with the same colours and images across different computers and devices. However, Engamio cannot

guarantee that your computer or device will accurately or consistently display image colours and sizings.

User Access (Participants and Engamio Account Holders)

Engamio offers the following options to interact with our web platform:

- 1) Participants can access Engamio through our www.engamio.live when attending an online event to interact with Engagers created for that event by the Organizer. Each Engager has a unique link that can be shared with Participants by the Organizer;
- 2) To start the interaction with an Engager Participants should either click on Engager's "Start" button, or scan Engager's QR code, enter their full name, e-mail address, job title, image, location, or any other type of data, required by the organizer;
- 3) Organizers can create their Engamio account through www.engamio.com and www.engamio.live websites and choose one of the following Plans:
 - Free "Sandbox" Plan – for Customers who wish to build Engagers and have up to thirty (30) available Plays per month;
 - Paid "Starter" Plan – for Customers who wish to build Engagers and have up to two hundred (200) Plays per month (or up to two thousand four hundred (2400) Plays per year when billed annually);
 - Paid "Custom" Plan – for Customers who wish to build Engagers and have from five hundred (500) up to three thousand (3000) Plays per month (or from six thousand (6000) up to thirty six thousand (36,000) Plays per year when billed annually);
 - Paid "Enterprise" Plan – for Customers who wish to build Engagers and have over three thousand (3000+) Plays per month (or over thirty six thousand (36,000+) per year when billed annually);

Every time a user (Participant, Organizer, or any other type of users) is interacting with an Engager as a Participant (starts the interaction by clicking the "Start" button of an Engager or by scanning the QR code and starting the game/activity) it is considered as one (1) Play. The Organizers could allow or disallow multiple plays by the Participants for each specific Engager in their Engamio account. The total amount of available Plays per your current Plan, as well as the amount of remaining Plays will be displayed at any time in the "Subscription" tab of your account.

Additional terms and conditions for the Free "Sandbox" Plan, the "Starter" Plan, and the "Custom" Plan (the "Subscription Plans") will be displayed on the Website and updated from time to time at Engamio's sole discretion. The Terms and conditions for "Enterprise" Plans can be accessed by contacting directly with Engamio representatives through a special "Get a quote" form on Company's Website. The final Terms and conditions for "Enterprise" Plans will be additionally specified in the "Enterprise Plan Agreement" and once activated will appear in the "Upgrade" and "Subscription" tabs of your Engamio account.

Engamio Account Holders (Organizers)

If You wish to build your own Engagers, You must first sign up for one of the Subscription Plans on the Website by providing your full name, phone number, email, referral code (optional) and the country and city where You are located (the “Credentials”). You will also be required to input your credit card information for the “Starter” and “Custom” Plans. Organizers on the Website can design Engagers, share them with Attendees, manage ongoing Engagers, review data and results from active Engagers, utilize features offered by Engamio, and make payments. The Customer acknowledges and agrees that they will (1) provide true, accurate, current and complete information about yourself as prompted by the Website registration form (the “Registration Data”); (2) maintain and promptly update the Registration Data to keep it true, accurate, current and complete; and (3) enter valid payment information. Upon entering their Registration Data, Customers will be able to access their Engamio account on the Website (the “Account”) through which the Customer can interact with the Engamio web platform. Customers may only create one Account per individual. You must at all times provide accurate and truthful information regarding your identity when creating an Account and may not create an Account for another individual without their explicit written permission. Engamio reserves the right to suspend or cancel an Account or cancel the Services at its sole discretion at any time and for any reason upon notice to You.

You are responsible for updating your Account access passwords regularly. It is strongly recommended that passwords or login information or any other confidential information not be shared by email unless encrypted.

Customers are responsible to ensure that all User generated content (“User Content”) complies with our Site Content Standards detailed herein. User Content will be stored using our secure Firebase cloud server for all active Accounts but may be deleted upon the cancellation of your Account. User Content will never be shared or utilized by Engamio other than as necessary for the provision of its Services. Customer Accounts may be accessed via third party web browser access at www.engamio.com.

You may cancel your Account at any time by cancelling your subscription in your account setting or by contacting us by email: support@engamio.com (Mon-Fri 9AM-6PM) subject to our Refund Policy. The Company also reserves the right to suspend or end the Services if You are found to be in breach of this Terms and Conditions, or for any other reason subject to this Terms and Conditions.

Fees

All service agreements must be entered directly between the Customer and Engamio. The Customer must create an Account, select their desired Subscription Plan, and pay the full required price prior to being able to utilize Engamio’s Services. The “Starter” and “Custom” Plans are renewable on a monthly/annual basis and shall renew automatically until cancelled by the Customer. Fees are specified on our Website and are subject to change at any time in our sole discretion (the “Fees”). Additional fees may apply for some Services. Fees may vary due to tax rates in various provinces across Canada and internationally. A Custom Plan quote can be calculated in “Upgrade” tab of your account and is based on the input of the total number of Plays

per specified billing period (monthly or annually). If You desire a quote for an “Enterprise” Plan please contact through the “get a quote” form on our Website.

All prices are shown in U.S. Dollars (and are exclusive of applicable taxes and shipping costs).

The Company accepts no liability to complete any transaction which cannot be cleared by the Company’s payment processor, whether due to insufficient funds or otherwise. If such situation occurs, You will receive an error message and the transaction will be denied. Moreover, we may suspend your access to your Account and contact You to provide valid alternative credit card information. Such suspension shall not relieve You from your obligation to pay any fees owed to us.

No paid subscription plan will be activated unless the associated payment for this Plan is processed: by direct transfer of funds to Company’s bank account (for “Enterprise” Plans); by our third-party processing services provider, Stripe (for “Starter” and “Custom” Plans). For “Starter” and “Custom” Plans payments should be processed through a third-party payment processing service directly from your Account. Users shall make all payments in accordance with the fees, charges, and billing terms in effect at the time Fees are due and payable. The Company reserves the right at any time to change its prices and billing methods, either immediately upon posting on the Website or by email delivery to the User.

Taxes

You take sole responsibility for the payment of any sales tax and any related penalties or interest to the relevant tax authority if You fail to pay the sales tax for the Services (the “Sales Tax”). You hereby indemnify the Company for any liability or expense we may incur in connection with such Sales Taxes. You may be required to provide the Company with evidence that You have paid all applicable taxes. For purposes of this section, “Sales Tax” shall mean any sales or use tax, and any other tax measured by sales proceeds, that the Company is permitted to pass to its Customers, that is the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax.

Cancellation and Refund Policy

Customers may cancel (delete) their Account at any time by using the “Delete my Account” functionality in their Account settings or by sending an email to support@engamio.com. Upon cancellation, the User’s Account will be deleted along with any information or data stored on behalf of the User by the User or uploaded by the User to the Website. The cancellation of the account will disable any active Engagers and will automatically cancel any active Plans. No refund is possible when the Account is deleted. No data can be restored.

The Company reserves the right to terminate any Services, Subscription Plan, or User Account for any reason at any time, including the ending of services that are already underway. If any payment processing request is rejected at any time for any reason, the Services and Account shall be immediately terminated and You will be notified of the termination within twenty four (24) hours.

If you are subscribing to a Plan, while being subscribed to another Plan, you will not be compensated for not using previous Plan's unused Plays. Once your new Plan is activated, the previous Plan will be cancelled automatically and any unused Plays will be lost. Once a Plan is activated its terms and conditions will be applied at the moment of the activation.

In the event You cancel a paid Plan prior to the last day of an active subscription period, your subscription will be active until the last day of an active subscription period and will be cancelled starting from the first day following the last day of an active subscription period. You will not be reimbursed for not using your Account and remaining Plays during the period between cancelling your subscription and the last day of an active subscription period.

No refunds shall be offered where a Service is deemed to have been completed by the Company in its sole discretion. Refunds may be available on a case-by-case basis at the Company's sole discretion by contacting support@engamio.com.

Intellectual Property Rights and Ownership

Except as otherwise provided, subject to your compliance with these Terms and Conditions, and in consideration of your adherence to these terms and payment of any applicable Fees, Engamio grants to You a revocable, personal, non-exclusive, non-assignable and non-transferable license for personal, non-commercial purposes, except where explicitly provided otherwise, to (i) access the Website (ii) cause the Website to be displayed from a computer and/or mobile device and (iii) use the Website, solely as permitted under these Terms and Conditions (the "License"). The Company and its affiliates and licensors reserve all rights not expressly granted to You in these Terms and Conditions. Your rights herein are only as described above for this limited License. The License granted under this Section may be terminated by the Company for any reason at the Company's sole discretion.

You understand and agree that the Website and its entire contents, features, and functionality, including but not limited to all information, software, code, text, displays, graphics, photographs, video, audio, design, presentation, selection, and arrangement, are owned by the Company, its licensors, or other providers of such material and are protected in all forms by intellectual property laws including without limitation, copyright, trademark, patent, trade secret, and any other proprietary rights.

The Company name, as filed for Trademarks in Canada and the US, the Company logo, and all related names, logos, product and service names, designs, images and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. Other names, logos, product and service names, designs, images and slogans mentioned or which appear on this Website are the trademarks of their respective owners.

Use of any such property, except as expressly authorized, shall constitute a violation of the rights of the property owner and may be a violation of federal or other laws and could subject the violator to legal action. You may only use the Website for your personal and non-commercial use. You shall not directly or indirectly reproduce, compile for an internal database, distribute, modify,

create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, in any form or medium whatsoever except:

(a) Your computer and browser may temporarily store or cache copies of materials being accessed and viewed; and

(b) a reasonable number of copies for personal use only may be printed, keeping any proprietary notices thereon, which may only be used for non-commercial and lawful personal use and not for further reproduction, publication, or distribution of any kind on any medium whatsoever.

Users are not permitted to modify copies of any materials from the Website nor delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Website. You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If You print off, copy or download any part of our Website in breach of these Terms and Conditions, your right to use our Website will cease immediately and You must, at our option, return or destroy any copies of the materials You have made. You have no right, title, or interest in or to the Website or to any content on the Website, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms and Conditions is a breach of these Terms and Conditions and may violate copyright, trademark, and other intellectual property laws.

Conditions of Use and Site Content Standards

Definitions:

For the purposes of this Section, the following definitions shall apply:

- a. "Business/Service Interruption" means any delay or stoppage to the Services forced upon the Company by reasons which could not have been reasonably foreseen or prevented;
- b. "Computer Security" means the programs and software the Company utilizes to protect its and its User's Data;
- c. "Cyber Extortion" means any direct or indirect attempt to coerce the Company or its representatives through online or electronic means into any form of exchange to prevent a threatened action by the coercing party;
- d. "Data" means any electronic information, text, image, video or other code in the possession of the Company.
- e. "Data Asset" means any electronic information, text, image, video, or other code provided by the User or created by the Company further to the provision of its Services;
- f. "Force Majeure" includes, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, pandemics or epidemics, government-mandated lockdowns, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services;
- g. "Information" includes Personally Identifiable Information, Data, Data Assets, and any other documentation which could be reasonably foreseen as having intrinsic

- or economic value to the User and/or the Company;
- h. "Malicious Code" means any code in any part of a software system or script that is intended to cause undesired effects, security breaches or damage to a system.
- i. "Personally Identifiable Information" means any information that alone or in combination with other information held by the Company can be used to specifically identify a User;
- j. "Security Breach" means any compromise of the Company's personal or corporate accounts, computers, or any other password-protected information, that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to protected data transmitted, stored or otherwise processed

Engamio takes our users' security extremely seriously. While we endeavour to take every reasonable precaution to protect your information, certain events outside of our control, including but not limited to cyber extortion, hacking, business/service interruptions, and force majeure events, may result in the disclosure, damage, or destruction of such information and further subsequent damage. In such event, The Company shall not be held responsible or liable for any theft, damage, loss or unauthorized disclosure of personally identifiable information or third party information or business or tax records or any other information or records that are in the care, custody or control of the Company. Further, in such event, the Company shall not be held liable or responsible for any interruption to the Website or the Services that is a direct or indirect result of:

- a. The plagiarising of any other user's data;
- b. The alteration, corruption, destruction, deletion, or damage to data stored on the Company's computer systems;
- c. Data loss, damage or Inability to access a data asset and/or intellectual property infringement that is caused by a security breach;
- d. Data loss, damage or Inability to access a data asset or business/service interruption due to corruption of the data as a result or unforeseen or reasonably unpreventable computer hardware, software or firmware failure;
- e. Data loss, damage or Inability to access a data asset or business/service interruption due to satellite or internet failure;
- f. The failure to prevent transmission of malicious code from the Company computer systems to computer or network systems belonging to a Customer or related third party;
- g. The failure to prevent a loss or threat caused by cyber extortion.

The Company shall not be held responsible or liable for any damage or loss to a Customer's data, data assets, intellectual property, or documentation which result from a force majeure event.

As a condition of your access and use You agree that You may use the Website only for lawful purposes and in accordance with these Terms and Conditions. These content standards apply to any and all content, material, and information a user submits, posts, publishes, displays, or transmits (collectively, "submit") to the Website, and to other users or other persons (collectively, "User Submissions"). Without limiting the foregoing, You warrant and agree that, when using the Website or the Services, You shall not:

- a. Violate any applicable federal, provincial, local, or international law or regulation including, without limitation, any laws regarding the export of data or software,

patent, trademark, trade secret, copyright, or other intellectual property, legal rights (including the rights of publicity and privacy of others) or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and Conditions and our privacy policy;

- b. Upload or cause to be displayed on or through the Website any material that is exploitive, obscene, harmful, threatening, abusive, harassing, hateful, defamatory, sexually explicit or pornographic, violent, inflammatory, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age or other such prohibited ground or be otherwise objectionable;
- c. Provide or contribute to any false, inaccurate or misleading information;
- d. Impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses, or screen names associated with any of the foregoing);
- e. Transmit, or procure the sending of, any advertisements or promotions, commercial activities or sales, including without limitation any “spam”, “junk mail”, “chain letter”, contests, sweepstakes and other sales promotions, barter, or advertising or any other similar solicitation;
- f. Engage in conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability;
- g. Promote any illegal activity, or advocate, promote, or assist any unlawful act;
- h. Give the impression that content You created originated from or is endorsed by Engamio or any other person or entity, if this is not the case;
- i. Plagiarize any other User’s content or creations; or
- j. Reproduce or use without authorization any copyrighted material.

Availability

Unless otherwise stated, the Services featured on this Website are available within North America and internationally, where permissible by law and subject to local rules and regulations. All advertising is intended solely for the Ontario, Canada market. The User is solely responsible for evaluating the fitness for a particular purpose of any downloads, programs and text available through the Website. Redistribution or republication of any part of the Website or its content is prohibited, including such by framing or other similar or any other means, without the express written consent of Engamio. The Company does not warrant that the Services or the Website will be uninterrupted, timely or error free, although it is provided on a best-efforts basis.

Engamio endeavours to ensure that the content on the Website (the “Content”) is complete and current. However, Engamio does not warrant as to the quality, accuracy or completeness of Content on our Website. Such information is provided “as is” without warranty or condition of any kind. This Website may include inaccuracies, typographical errors, errors or omissions. Such errors, inaccuracies, typographical errors or omissions may relate to price or to product description or availability. In no event shall Engamio be liable for any damages whatsoever, including special, indirect or consequential damages, arising out of or in connection with the use or performance of Content available on the Website.

Force Majeure

The Company shall not be liable for any failure to perform any obligation under any agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, political insurgence, pandemic, epidemic, government-mandated lockdown, insurrection, riot, civil unrest, act of civil or military authority, uprising, pandemic, earthquake, flood or any other natural or man-made eventuality outside of our control, which causes the termination of the Services or of an agreement or contract entered into with Engamio, which termination could have been reasonably foreseen. In such event, the Company shall forthwith inform the other party and shall use all reasonable endeavours to comply with the terms and conditions of any agreement entered between the parties.

Third Party Terms of Agreement

You must comply with applicable third party terms of agreement when using the services of a third party contracted by Engamio.

Notification of Changes

Engamio reserves the right to change these conditions from time to time as it sees fit and the continued use of the site will signify user's acceptance of any adjustment to these terms. If there are any changes to the privacy policy, Engamio will announce that these changes have been made on the homepage and on other key pages on the Site. If there are any changes in how Engamio uses Registration Data, notification by e-mail or postal mail will be made to those affected by this change. Any changes to the privacy policy will be posted on the Website 30 days prior to these changes taking place. The User is therefore advised to re-read this Terms and Conditions and Privacy Policy on a regular basis.

Disclaimer of Warranties

You understand and agree that your use of the Services, the Website, its content, and any Services through the Website is at your own risk. The Website, its content, and any Services are provided on an "as is" and "as available" basis, without any warranties of any kind, either express or implied including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. The foregoing does not affect any warranties that cannot be excluded or limited under applicable law.

Neither the Company nor any affiliates nor their respective directors, officers, employees, agents or service providers makes any warranty, representation or endorsement with respect to the completeness, security, reliability, suitability, accuracy, currency or availability of the Website or its contents. Without limiting the foregoing, neither the Company nor any affiliates nor their respective directors, officers, employees, agents or service providers represents or warrants that the Website, its content, or any services or items found or attained through the website will be accurate, reliable, error-free, or uninterrupted, that defects will be corrected, or that the Website or the server that makes it available are free of viruses or other harmful components.

We cannot and do not guarantee or warrant that files or data available for downloading from the internet or the Website will be free of viruses or other destructive code. You are solely and entirely responsible for your use of the Website and your computer, internet and data security. To the

fullest extent provided by law, we will not be liable for any loss or damage caused by denial-of-service attack, distributed denial-of-service attack, overloading, flooding, mailbombing or crashing, viruses, trojan horses, worms, logic bombs, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of the Services, the Website, or your downloading of any material posted on the Website, or on any website linked to it.

Limitation on Liability – User Privacy

ENGAMIO TAKES USERS SECURITY AND PRIVACY VERY SERIOUSLY. WE UTILIZE A NUMBER OF PRECAUTIONS INCLUDING REMOTE MONITORING SOFTWARE, EXTERNAL BACKUPS, AND COMPUTER FIREWALLS. HOWEVER, THE COMPANY CANNOT AND SHALL NOT BE HELD RESPONSIBLE FOR ANY DAMAGE OR INJURY CAUSED DIRECTLY OR INDIRECTLY BY A DATA BREACH OR ANY OTHER LOSS OF USER DATA WHICH WAS OUTSIDE OUR CONTROL. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL USER DATA, WHETHER IN ELECTRONIC OR PHYSICAL FORM, AND REGARDLESS OF WHETHER SUCH DATA WAS PRODUCED BY THE COMPANY OR PROVIDED BY THE USER.

Limitation on Liability – Website & Services

Subject to applicable law, under no circumstance will the Company, its affiliates and their respective directors, officers, employees, agents, or service providers be liable for negligence, gross negligence, negligent misrepresentation, fundamental breach, damages of any kind, under any legal theory, including any direct, indirect, special, incidental, consequential, or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract, breach of privacy or otherwise, even if the party was allegedly advised or had reason to know, arising out of or in connection with (1) your experience while interacting with Engagers, (2) your interactions with the Website and Services while building and managing your Engagers, (3) your use or misuse of analytical information provided to You by Engamio, (4) your interactions with and obligations to any sponsors or other third parties involved with an Engager (5) the level of engagement with a particular Engager (6) any interruptions to the Services or the Website, (7) your use, inability to use, or reliance on the Website, any linked websites or such other third party websites, (8) your use of any Website content, materials, postings, or information thereon, or (9) the violation of these Terms by You or a third party.

TO THE FULLEST EXTENT PERMISSIBLE BY LAW, OTHER THAN IN THE EVENT OF A FINDING OF GROSS NEGLIGENCE BY AN ONTARIO COURT, ENGAMIO'S TOTAL LIABILITY TO YOU SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED THE TOTAL AMOUNT OF ALL MONIES PAID BY YOU TO ENGAMIO.

Indemnification

To the maximum extent permitted by applicable law, You agree to defend, indemnify, and hold harmless the Company, its affiliates, and their respective directors, officers, employees, agents,

service providers, contractors, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your breach of these Terms and Conditions, your interactions with attendees or sponsors at your event, or your use of the Website, including, but not limited to, your purchase of Services through the Website, your use of third party sites, or any use of the Engagers or any other Website content, services, and products other than as expressly authorized in these Terms and Conditions.

Governing Law and Jurisdiction

The Website and these Terms and Conditions will be governed by and construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision, principle or rule (whether of the laws of Ontario or any other jurisdiction) and notwithstanding your domicile, residence or physical location.

Any action or proceeding arising out of or relating to this Website and under these Terms and Conditions will be instituted in the courts of the province of Ontario and/or the Federal Court of Canada, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding. You waive any and all objections to the exercise of jurisdiction over You by such courts and to the venue of such courts.

No Assignment

This Terms and Conditions is not to be assignable except as may be contemplated hereunder but will enure to the benefit of and be binding upon each of the parties and their respective successors and permitted assigns.

Injunctive Relief

Notwithstanding any other provisions of this Terms and Conditions, You acknowledge and agree that the Company may obtain an injunction or other appropriate relief against You if You contravene or fail to comply with any provision of this Terms and Conditions in any way and You further agree that the provisions of this paragraph may be pleaded against You by way of estoppel or defence to a claim by You that an injunction or other appropriate relief should not be granted.

Amendment to Terms

These Terms shall not be amended, modified, varied or supplemented except in writing and signed by duly authorised representatives of the Company.

Independent Legal Advice

By using the Company website, purchasing any items through the Company, or using the Company's services You acknowledge and agree that You (i) have had sufficient time to review and consider this Terms and Conditions thoroughly; (ii) has read and understand the terms, the nature and the consequences of this Terms and Conditions and the obligations hereunder; (iii)

have been given an opportunity to obtain independent legal advice concerning the interpretation and effect of this Terms and Conditions.

Waiver

No waiver under these Terms and Conditions is effective unless it is in writing and signed by an authorized representative of the party waiving its right. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these Terms and Conditions operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege here under precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Failure of Engamio to enforce any of the provisions set out in these Terms and Conditions and any agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision.

Severability

If any term or provision of these Terms and Conditions is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms and Conditions or invalidate or render unenforceable such term or provision in any other jurisdiction.

Entire Agreement

The Terms and Conditions and our Privacy Policy constitute the sole and entire agreement between You and Engamio regarding the Website and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

Communications

Engamio reserves the right to contact You from time to time for feedback regarding our Products and Services. We will also contact any User who files a complaint with the Company regarding a representative of the Company or the Services overall. Notices to Users will be deemed effective at the time they are sent by the Company or as of the date they are posted on the Website.

Maintenance and Support

Engamio is solely responsible for providing any maintenance and support services with respect to the Website when required from time to time or as required under applicable law. If You notice a problem or error on the Website You can report it to support@engamio.com

Company Name and Address

Engamio' contact information for any end-user questions, complaints or claims with respect to Company Properties is info@engamio.com ,
4711 Yonge Street,
10th floor,office 10004,
M2N 6K8, Toronto, Canada.