

AMINTRO TERMS OF SERVICE

Last Updated: May 1, 2023

Amintro Inc. (“**Amintro**”, “**we**”, or “**us**”) develops and makes available online platforms for the purposes of providing various services to adults aged at least fifty (50) years of age and their friends, family, and other related parties. Our two primary platforms are “Amintro”, designed to assist adults aged at least fifty (50) years of age to develop new and meaningful friendships (the “**Amintro Platform**”) and “Amintro Family”, designed to provide support to the friends, family, and other related parties of adults aged at least fifty (50) years of age (the “**Amintro Family Platform**”).

This document (the “**Terms**”) sets forth the terms and conditions that apply to your use of the Services (as defined below) or access of the Site (as defined below). The websites located at amintro.com, friends.amintro.com, business.amintro.com and family.amintro.com, and any other online location on which or from which a portion of the Services is delivered, and any mobile application that we make available to you together form the “**Site**”. When used herein, the term “**Services**” shall refer to any product or services we make available to or perform for you, whether through the Site or otherwise, including, where applicable, the Paid Services (as hereinafter defined). These Terms apply to all users of the Site, including both (i) individual users; and (ii) users who use the Site for business purposes, including, but not limited to businesses which are included in the Site marketplace, are promoted on or through the Site, and / or who purchase Paid Services (as hereinafter defined) from Amintro (“**Business Users**”).

By using or accessing the Site or Services, you agree to be bound by these Terms. In the event that you do not agree to be bound by these Terms, please do not continue to use the Site or Services.

GENERAL TERMS OF SERVICE

Terms of Use and Agreement

Please read these Terms carefully before using the Site or any of the Services. By using or accessing the Site or any of the Services, you are agreeing to be bound by these Terms, which, together with our Privacy Policy, govern the relationship between you and Amintro in relation to your use of the Services. These Terms affect your legal rights and obligations.

Privacy Policy

By agreeing to these Terms, you are also consenting to the collection and use of your information, including personal information, in accordance with our Privacy Policy, the most current version of which is available <https://app.amintro.com/home/privacy>.

License to Use

Subject to compliance with these Terms, Amintro hereby grants you a limited, non-exclusive license to access and use the Site and / or Services on any devices (the “**License**”). This limited license does not include any rights not specifically enumerated herein. The Site and Services are for personal, internal, non-commercial use only and may not at any time without the written consent of the Amintro be shared, sold, or otherwise disseminated to any other person or entity, except with respect to Paid Services (as hereinafter defined), which are intended to be for commercial use but only to the extent required by a Business User to make use of the benefit of the Paid Services. Notwithstanding the foregoing, you agree and acknowledge that certain portions of the Site and Services are reserved for specific types of users only

and that Aminthro may impose requirements for access to portions of the Site and / or Services relating to the payment of fees, acceptance of Supplemental Terms (as hereinafter defined), or any other restrictions Aminthro deems appropriate in its sole discretion. The License shall be deemed automatically revoked upon termination or expiration of these Terms.

Changes

We may revise these Terms from time to time in our sole discretion and the most current version will always be available at <https://app.amintro.com/home/termsandconditions>. If a revision is, in our sole discretion, material, we will notify you at the e-mail address you have most recently provided to us. By continuing to access or use the Site or Services, you agree to be bound by the revised Terms. We may modify the Site and Services from time to time in our sole discretion which modifications may include, but not be limited to, the removal, addition, or modification of features within the Services, graphic and stylistic modifications, and integration with third party products or services. Notwithstanding the foregoing, Aminthro may not modify the Paid Services (as defined below) except as agreed with the relevant Business User(s).

Supplemental Terms

These Terms may be supplemented by additional terms provided to you by Aminthro (whether on the Site, through the Services, or otherwise) prior to your agreement to access or purchase certain portions of the Site or certain Services (the “**Supplemental Terms**”). The Supplemental Terms shall be binding on you as though they formed part of these Terms and, in the event of any conflict between these Terms and the Supplemental Terms, unless specifically indicated otherwise, the Terms shall govern.

Informational Use Only

Any content published or otherwise provided by Aminthro or its partners on the Site or through the Services (“**Content**”) is for informational purposes only and should not be construed as specific advice tailored to your needs. You agree that you use and rely on the Content at your own risk and that Aminthro is not responsible for your reliance on the Content or the results of your reliance thereon.

Required Equipment

You are responsible for obtaining and maintaining all computer hardware, internet connection, and other equipment, software, or services needed for access to and use of the Site or Services and all charges related thereto. We will not be liable for any damages to your equipment or for any data or other charges from third parties resulting from your use of the Site or Services.

Rules and Regulations

Users shall abide by the rules and regulations relating to the usage of the Site and Services which are published on the Site or otherwise communicated to you by Aminthro from time to time (the “**Rules and Regulations**”). Aminthro reserves the right to modify the Rules and Regulations from time to time in its sole discretion.

Interaction with Other Users

You are solely responsible for your interactions with other users of the Site and Services, including with Business Users. You understand that we do not conduct criminal background checks or other forms of screening on our users. We make no representations or warranties as to the conduct of users or the results that may be obtained through the procurement of the products or services of any Business User. Any

disputes which arise between you and another user of the Site or Services shall be resolved privately between you and such other user, including any disputes with respect to a purchase from a Business User whether in connection with the Business User's use of the Site, the Services, or otherwise. Neither Aminthro nor any of its affiliates shall have any responsibility whatsoever to mediate, arbitrate, or otherwise assist in or become involved with any such disputes whatsoever, including, but not limited to, the failure of any user to adhere to the terms of or fulfill its obligations under any agreement with another user.

You agree to take all necessary precautions in all interactions with other users, particularly if you choose to meet in person. You should not provide your financial information (for example, your credit card or bank account information), or wire or otherwise send money to other users.

In the event that you attend any events hosted or facilitated by users of the Site or Services (including, but not limited to, Business Users), such events are not supervised, monitored, or managed by Aminthro unless specifically indicated (a "**Non-Aminthro Event**") and you acknowledge and agree that Aminthro shall have no responsibility for such Non-Aminthro Events, the location at which they are hosted, your transport to or from such Non-Aminthro Event, or any other cause, thing, or action which takes place in connection with such Non-Aminthro Event.

Aminthro Events

Aminthro may host in-person events (an "**Aminthro Event**") which users of the Site or Services may attend, including events hosted in connection with or in partnership with a third party (each a "**Joint Event**"). Aminthro Events may be branded as "Aminthro" or "Aminthro Family" events. Except as specifically set forth herein, these Terms apply to all Aminthro Events. You agree and acknowledge that you may be required to sign a waiver in form and substance satisfactory to Aminthro in order to attend any Aminthro Event, whether hosted by Aminthro or jointly with a Business User.

Third-Party Software and Services

Your use of third-party services and products in connection with the Site or Services, including, but not limited to Payment Providers, are governed by such third-party service provider's then applicable terms and conditions and, to the extent that you interact with a third-party provider in connection with the Site or Services, you hereby agree to abide by such terms. Any fees charged by a third-party service provider in connection with your use thereof shall be your sole responsibility.

Accurate Information; Registration and Passwords; URLs

In consideration of your use of the Site and / or Services, you agree to: (a) provide accurate information as prompted through the Site and Services; and (b) maintain and update such information to keep it accurate. If you provide any information that is inaccurate, or we have reasonable grounds to suspect that such information is inaccurate, we may suspend or terminate your use of the Site or our provision of the Services and / or decline to permit your continued use of and future access to the Site and / or Services.

To access certain parts of the Site, in order to access certain user functions, or to use certain Services, you may be required to open an account (a "**User Account**"), in which case you will have to create a username and password and may have to provide certain registration information, including, but not limited to, your first and last name and a valid e-mail address. You may not use as a username the name of another person or entity that is not lawfully available for use, a name or trademark that is subject to any rights of another

person or entity other than you without appropriate authorization, or a name that is otherwise offensive, vulgar, or obscene.

You are responsible for maintaining the confidentiality of your credentials and are solely responsible for all activities (whether by you or by others) that occur under your credentials. You must notify us immediately of any unauthorized use of your password or account or any other breach of security. We assume no liability for any loss or damage arising from any unauthorized use of your credentials by a third party. We may require that you change your password prior to accessing the Site or Services at any time if it deems that your existing password has been or might reasonably be compromised or as part of its regular security measures.

If you are a business, government, or non-profit entity, the person whose e-mail address is associated with the account at the time of registration must have the authority to bind you to this Agreement.

Deletion of User Account

You may terminate the License and request that your User Account, along with any information associated with it, be deleted at any time by selecting the “account deletion” option in your User Account settings. Aminthro will use its commercially reasonable efforts to comply with any such requests, provided that, in so doing, it shall abide by all applicable law, including any relating to the retention of information.

Prohibited Uses

As a condition of using the Site and / or the Services, you agree that you will not use the Site or the Services for any purposes that are unlawful or prohibited by these Terms, or any other purpose not reasonably foreseen to have been intended by Aminthro. Additionally, you will not use the Site or Services if you are prohibited from doing so by applicable law. By way of example, and not as limitation, you agree not to use the Site or Services:

- in any way that is false, inaccurate, or misleading;
- in any way that is disruptive;
- to impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- to attempt to restrict another user from using or enjoying the Site or Services or to encourage or facilitate violations of these Terms, the Rules and Regulations, or the Privacy Policy;
- to disseminate any Confidential Information (as hereinafter defined) or Aminthro IP (as hereinafter defined);
- to sell, transfer, license or assign your user account, username, or any other rights granted to you hereunder;
- in any way that is fraudulent or otherwise involves the sale of illegal or stolen goods;
- to collect and use service or product listings, descriptions, or images;
- to abuse, harass, stalk, threaten, impersonate, or intimidate any person;
- to post or transmit, or cause to be posted or transmitted, any content on the Site or Services that is libellous, defamatory, obscene, pornographic, abusive, offensive, profane, violent or that infringes any copyright or other right of any person;
- for any purpose (including posting or viewing content) or in any fashion that is not permitted under the laws of the jurisdiction in which you use the Site or Services;

- to post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any user of the Site or Services;
- to reverse engineer, decompile or disassemble the Site or Services, or to convert into human readable form any of the contents of the Services not intended to be so read, including but not limited to using or directly viewing the underlying code for the Services except as interpreted and displayed in a web browser;
- to create or transmit unwanted ‘spam’ to any person or any URL;
- to violate or attempt to violate the security of the Site or Services;
- with the exception of accessing RSS feeds, you will not use any robot, spider, scraper, or other automated means to access the Site or Services for any purpose without our express written permission. Additionally, you agree that you will not: (i) take any action that imposes or might impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (ii) interfere or attempt to interfere with the proper working of the Site or Services or any activities conducted within the Site or Services; or (iii) bypass any measures Aminthro may use to prevent or restrict access to the Site or Services;
- to advertise or perform any commercial, religious, political, or non-commercial solicitation, including, but not limited to, the solicitation of users of the Site or Services to become users of other on- or offline services directly or indirectly competitive or potentially competitive with the Aminthro;
- to interfere with or attempt to interfere with the proper working of the Site or Services;
- in any other way that violates these Terms; or
- engage in any other behavior in connection with the services which Aminthro, in its sole, absolute, and unfettered discretion determines is objectionable.

Aminthro shall have the right, but no obligation, to monitor the content and your activities on the Site and Services to determine compliance with these Terms and any other operating rules we establish. We reserve the right at all times to disclose any information we believe necessary to satisfy any law, regulation, or governmental request, or to refuse to post or to remove any information or materials, in whole or in part, that are in our sole discretion is inappropriate, objectionable or in violation of these Terms. We reserve the right at all times to remove any content from the Services in our sole discretion, including content posted or submitted by you. In addition, we reserve the right to alter, edit, refuse to post or remove any postings or content, in whole or in part, for any reason.

Postings

The Site and / or Services may provide features which allow you to participate in discussion groups, to communicate with us, and to communicate with other third-party users and to otherwise post/upload/communicate information, files, documents, or other materials (“**Postings**”). You acknowledge that any Postings you make available through the Site or Services will be viewable by other users.

Aminthro does not control the content of any Posting and has no obligation to monitor any Posting. While Aminthro may attempt to delete insulting, offensive, or inaccurate Postings, it cannot prevent them from being uploaded and is not responsible for their content or any damages resulting therefrom. However, Aminthro reserves the right at all times to disclose any information necessary to satisfy any law, regulation, or governmental or law enforcement request, or to edit, refuse to upload or to remove any Posting, in

whole or in part, that, in Aminthro's sole, absolute, and unfettered discretion, are objectionable, inaccurate, misleading or in violation of these Terms. For greater certainty, we will fully cooperate with any legal obligation to disclose the identity of anyone posting threatening, libelous, obscene, pornographic, profane, or otherwise offensive or illegal materials. You acknowledge that you alone are responsible for the content of your Postings and the consequences thereof.

Subject to any applicable law, and except as specifically set forth herein, any Postings made using the Site and / or Services are made on a non-confidential basis. Aminthro is under no obligation to refrain from reproducing, publishing or otherwise using the Postings, and may use the Postings in any way or for any purpose. You agree to not assert any ownership right of any kind in such Postings (including, without limitation, copyright, trademark, patent, unfair competition, moral rights, or implied contract) and you hereby grant a royalty-free, perpetual, non-exclusive, irrevocable, unrestricted, worldwide license to Aminthro to use, copy and display all Postings, and waive the right to receive any financial or other consideration in connection with such Postings including, without limitation, acknowledgement of yourself as the source of such Postings.

Aminthro expressly disclaims all responsibility and endorsement and makes no representation as to the validity of any opinion, advice, information or statement made or displayed in any group forums by third parties, nor are we responsible for any errors or omissions in such postings, or for hyperlinks embedded in any messages. Under no circumstances will we, our affiliates, suppliers or agents be liable for any loss or damage caused by your reliance on information obtained through these forums. The opinions expressed in these forums are solely the opinions of the participants, and do not reflect the opinions of Aminthro or any of its subsidiaries or affiliates.

You assume all risks associated with your Postings including, but not limited to, any third party's reliance on their quality, accuracy, or reliability, or any disclosure of information in your Postings that makes you or others personally identifiable. You hereby agree that Aminthro has no responsibility or liability whatsoever for any such activities. You also agree and understand that Postings are not sponsored or endorsed by Aminthro, and you will not imply that your Postings are in any way sponsored or endorsed by Aminthro.

In addition to any of the prohibited uses listed above, your Postings shall not include any content which, in the sole discretion of Aminthro:

- promotes racism, bigotry, hatred or physical or psychological harm of any kind against any group or individual;
- requests money from, or is intended to defraud, other users of the Site or Service;
- involves the transmission of "junk mail", "chain letters," or unsolicited mass mailing or "spamming" (or "phishing", "trolling" or similar activities);
- contains video, audio photographs, or images of another person without his or her permission (or in the case of a minor, the minor's legal guardian);
- contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
- provides material that exploits people in a sexual, violent or other illegal or inappropriate manner;

- provides instructional or promotional information about illegal activities such as making or buying illegal weapons or drugs, violating someone's privacy, or providing, disseminating or creating computer viruses, malware, time bombs, trojan horses, cancelbots, worms or other harmful, or disruptive codes, components or devices;
- contains viruses, malware, time bombs, trojan horses, cancelbots, worms or other harmful, or disruptive codes, components or devices;
- impersonates, or otherwise misrepresents an affiliation, connection or association with, any person or entity;
- provides information or data you do not have a right to make available (such as inside information, proprietary and confidential information);
- disrupts the normal operation of the Site and / or the Services, including without limitation by causing a screen to "scroll" faster than other users are able to type, or otherwise negatively affects other users' ability to use the Site and / or the Services;
- solicits passwords or personal identifying information from other users for commercial or unlawful purposes or disseminates another person's personal information without his or her permission;
- publicizes or promotes commercial activities and / or sales without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes; or
- is otherwise inappropriate, offensive, or objectionable, all as may be determined in the sole and absolute discretion of the Aminthro.

Public Availability of Content

You agree and acknowledge that Aminthro may make certain portions of the Site and / or Services available to the public, including Postings. If and when Aminthro makes any portion of the Site and / or Services available to the public, if such portion contains any Postings, it will hide the user name(s) of the user(s) associated with such Posting(s). However, any contents of the Posting will be viewable by members of the public as well as by other Aminthro users.

Confidentiality

Confidential information (the "**Confidential Information**") means (i) any proprietary information of a party that is not generally known to the public or otherwise explicitly marked as being confidential (or any variation of such term) or being subject to the copyright of such party, marked in red text, or otherwise classified by such party as confidential; (ii) information communicated by a party directly in confidence; or (iii) information that would otherwise, by its nature, reasonably be expected to be viewed as proprietary or confidential by a party, whether in tangible or intangible form, in whatever medium provided or accessed, whether unmodified or modified by the you, whenever and however disclosed. For greater certainty, (i) all credentials you use to access the Services; and (ii) all of the Aminthro IP which is not made public by Aminthro is considered to be Confidential Information of Aminthro hereunder.

You agree that you will not disclose, divulge, reveal, report or use, for any purpose other than to carry out the intent of this Agreement, any Confidential Information which you have obtained, except as authorized by Aminthro or as required by law.

Proprietary Rights

Aminthro owns and retains and / or uses under licence, all proprietary rights in the Site and the Service, and in all Content, trademarks, trade names, service marks and other intellectual property rights related

thereto. The Site contains the copyrighted material, trademarks, and other proprietary information of Aminthro and its licensors. You agree to not copy, modify, transmit, create any derivative works from, make use of, or reproduce in any way any copyrighted material, trademarks, trade names, service marks, or other intellectual property or proprietary information accessible on the Site or through the Service, without first obtaining the prior written consent of Aminthro or, if such property is not owned by Aminthro, the owner of such intellectual property or proprietary rights. You agree to not remove, obscure or otherwise alter any proprietary notices appearing on any content, including copyright, trademark and other intellectual property notices.

Aminthro's Intellectual Property

Except for the right of access to the Site or the right to receive the Services under the License or as otherwise specifically set forth herein, you do not gain any ownership of or any rights in or to any of the Intellectual Property of Aminthro (the "**Aminthro IP**") by virtue of these Terms. When used herein, the term "**Intellectual Property**" means all intellectual property rights comprising or relating to: (a) patents; (b) trade-marks; (c) internet domain names, whether or not trade-marks, registered by any authorized private registrar or governmental authority, web addresses, web pages, website and URLs; (d) works of authorship, expressions, designs and industrial design registrations, whether or not registerable, including copyrights and copyrightable works, audio, video, documents, spreadsheets, sales funnel designs, software and firmware, application programming interfaces, architecture, files, records, schematics, data, data files, and databases and other specifications and documentation; (e) trade secrets; (f) all industrial and other intellectual property rights, and all rights, interests and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection under the laws of any jurisdiction in any part of the world.

You agree not to infringe on any of Aminthro's copyright, patent, trademark, trade secrets or other Intellectual Property rights. You shall not represent to others or conduct yourself in any manner that might indicate to others, that you possess any other legal or equitable rights in the Aminthro IP other than by virtue of the License. Aminthro retains the right to approve all uses of the Aminthro IP or derivative uses thereof. You may not modify the Aminthro IP or create any derivative work of the Aminthro IP or its accompanying documentation except as specifically authorized by Aminthro. Derivative works include but are not limited to translations. You may not alter any files or libraries in any portion of the Aminthro IP. You may not reproduce the database portion or create any tables or reports relating to the Aminthro IP.

Your Intellectual Property

By submitting any written or video content to Aminthro ("**User Content**") other than Excluded Content and Business User Excluded Content (as hereinafter defined), you hereby assign, and upon the request of Aminthro, in such form and manner prescribed by it agree to assign, to Aminthro any and all of your perpetual worldwide right, title and interest (including all intellectual property rights) in and to all of the User Content including reversionary interests and rights of renewal in and to the copyright to the User Content, including the right to create derivative works which modify or alter the User Content and you agree to execute all such documents as are necessary or desired by the Aminthro to confirm the assignment of such intellectual property to Aminthro. You hereby waive and agree to waive and cause all of your applicable employees, contractors, and other contributors to waive all moral and other rights to the User Content under applicable law, which are acknowledged to include the right to the integrity of the User

Content and the right to be associated with the User Content as an author by name or under a pseudonym and the right to remain anonymous.

With respect to any content which is not capable of assignment as set forth above (“**Excluded Content**”), you hereby grant a royalty-free, perpetual, non-exclusive, irrevocable, unrestricted, worldwide license to Aminthro to use, copy and display such Excluded Content on the Site and / or Services and to use such Excluded Content in any manner which Aminthro would be entitled to use such Excluded Content if it were the sole owner thereof.

With respect to any content submitted by a Business User to be used in traditional advertisements to be run by Aminthro on such Business User’s behalf (not including editorial, opinion, or other written or video material intended for publication, notwithstanding the fact that such material may contain endorsement or advertisement of the Business User) (“**Business User Excluded Content**”), you hereby grant a royalty-free, non-exclusive, license to Aminthro to use, copy and display such Business User Excluded Content for the purposes of fulfilling Aminthro’s obligations to you in relation to the Paid Services purchased by you or other arrangements entered into between you and Aminthro.

You covenant, represent and warrant that all User Content, Excluded Content, and Business User Excluded Content published on or through the Site or Services shall not, in being so published, infringe upon any copyright, trademark, patent or other propriety right of a third party or, in the case of a Business User, of any of such Business User’s staff, advisors, or other personnel.

Placement of Content

You agree and acknowledge that Aminthro has the right to determine the placement of all Content, User Content, Excluded Content, and Business User Excluded Content on the Site and / or Services in its sole discretion, subject to the terms and conditions relating to any applicable Paid Services.

Copyright Policy

You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights. Without limiting the foregoing, if you believe that your work has been copied and posted on the Site or Services in a way that constitutes copyright infringement, please provide us with the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Site or Services (and such description must be reasonably sufficient to enable Aminthro to find the alleged infringing material, such as a URL);
- your address, telephone number and email address;
- a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Notice of claims of copyright infringement should be provided to Amintro at copyright@Amintro.com.

Release and Indemnity

You will indemnify, defend, and hold harmless Amintro, its agents, shareholders, officers, directors, and affiliated entities (the “**Amintro Releasees**”) against any actual or threatened third party actions, suits, proceedings, debts, accounts, bonds, covenants, contracts, claims, liabilities, damages, grievances, executions, judgments and demands of any kind whatever (“**Claims**”) arising out of or based upon any breach of these Terms or your use of the Site or Services, including your attendance at or transport to or from any Amintro Event or Non-Amintro Event, or, in the case of a Business User, involvement in any Amintro Event or Non-Amintro Event (including but not limited to the hosting, advertisement, promotion, or organization thereof), your interactions with any other user of the Site and / or Services, or from any representation or warranty contained herein and made by the you being any time false (the foregoing being the “**Indemnified Matters**”), and you will indemnify the Amintro Releasees from all damages, costs, and lawyers’ fees finally awarded in any such Claim.

You hereby expressly and irrevocably release and forever discharge Amintro, its affiliated and associated companies, and their respective directors, officers, employees, agents, representatives, independent and dependent contractors, licensees, successors and assigns of and from any and all actions, causes of action, suits, proceedings, liability, debts, judgments, claims and demands whatsoever in law or equity which you ever had, now have, or hereafter can, shall or may have, for or by reason of, or arising directly or indirectly out of the Indemnified Matters.

Notwithstanding the foregoing, in no event shall Amintro be liable under contract, tort, strict liability, negligence or other legal theory with respect to the Site or Services (i) for any lost profits or special, indirect, incidental, punitive, or consequential damages of any kind whatsoever, or (ii) to provide substitute goods or services (however arising).

Disclaimer of Warranties

THE SITE AND SERVICES (INCLUDING THE PAID SERVICES) AND ANY ASSOCIATED PRODUCTS OR SERVICES, INCLUDING ANY AMINTRO EVENT, ARE PROVIDED BY AMINTRO ON AN “AS IS” AND “AS AVAILABLE” BASIS. AMINTRO MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICES OR ANY AMINTRO EVENT, TO THE INFORMATION, CONTENT, MATERIALS, OR TO THE FUNCTIONALITY OF ANY SERVICES OR SERVICES ASSOCIATED THEREWITH. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, AMINTRO DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OF WORKMANLIKE EFFORT, OF SUITABILITY, AVAILABILITY, ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF CONTENT, OR OF NON-INFRINGEMENT, AS WELL AS WARRANTIES ARISING THROUGH COURSE OF DEALING OR USAGE OR TRADE. FURTHER, AMINTRO MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE SITE, THE SERVICES, AND /OR THEIR CONTENTS ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. AMINTRO IS NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS OR OMISSIONS RELATING TO PRICING, TEXT, PHOTOGRAPHY OR ANY OTHER CONTENTS IN THE SITE OR SERVICES OR PROVIDED AT OR IN CONNECTION WITH AN AMINTRO EVENT. BY USING THE SITE OR SERVICES OR

ATTENDING AN AMINTRO EVENT, YOU ACKNOWLEDGE THAT YOUR USE OF THE SITE AND SERVICES OR ATTENDANCE AT AN AMINTRO EVENT, INCLUDING YOUR USE OF ANY AND ALL ASSOCIATED CONTENT, DATA OR SOFTWARE DISTRIBUTED BY, DOWNLOADED OR ACCESSED FROM OR THROUGH THE SITE OR SERVICES IS SOLELY AT YOUR OWN RISK. AMINTRO DOES NOT WARRANT OR GUARANTEE THAT THE SITE, SERVICES OR SERVERS OR E-MAILS SENT BY OR ON BEHALF OF AMINTRO ARE FREE OF VIRUSES, WORMS OR OTHER HARMFUL COMPONENTS. FURTHER, AMINTRO DOES NOT GUARANTEE THE CONTINUOUS, UNINTERRUPTED AND ERROR-FREE OPERATION OF THE SITE OR SERVICES, NOR THAT ALL COMMUNICATIONS BETWEEN YOU AND AMINTRO, OR BETWEEN YOU AND ANY OTHER USER OF THE SITE OR SERVICES, WILL BE SECURE FROM ACCESS OR INTERFERENCE BY THIRD PARTIES.

YOU ACKNOWLEDGE THAT AMINTRO DOES NOT CONTROL IN ANY RESPECT ANY INFORMATION, PRODUCTS, OR SERVICES OFFERED OR PROVIDED BY THIRD PARTIES ON OR THROUGH THE SITE OR SERVICES. EXCEPT AS OTHERWISE AGREED IN WRITING, AMINTRO AND ITS AFFILIATES ASSUME NO RESPONSIBILITY FOR AND MAKE NO WARRANTY OR REPRESENTATION AS TO THE ACCURACY, CURRENCY, COMPLETENESS, RELIABILITY OR USEFULNESS OF CONTENT OR PRODUCTS DISTRIBUTED OR MADE AVAILABLE BY THIRD PARTIES THROUGH THE SERVICES INCLUDING, BUT NOT LIMITED TO, THIRD PARTY CONTENT. IF YOU ARE DISSATISFIED WITH THE SITE OR SERVICES OR WITH ANY OF THE TERMS, CONDITIONS, GUIDELINES, PRACTICES OR POLICIES OF AMINTRO IN OPERATING THE SITE AND IN PROVIDING THE SERVICES YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE TO DISCONTINUE USING THE SITE AND / OR SERVICES.

Use of Feedback

Notwithstanding anything contained herein to the contrary, if you send or transmit any communications or materials to Aminthro by mail, email, telephone, or otherwise, (i) endorsing the Site or Services; (ii) providing information on the performance of the Site or Services or your business in relation to the use of the Site or Services; or (iii) any other feedback regarding the Site or Services ("**Feedback**"), Aminthro is free to use such Feedback irrespective of any obligation or limitation contained herein. In furtherance of the foregoing, you hereby license to Aminthro on your behalf, and on behalf of your employees, contractors and / or agents, the right to use the Feedback for promotional purposes and agrees that the Aminthro may publish the Feedback in any media anywhere throughout the world.

Links

The Site and / or Services may provide links to other websites or resources. Because Aminthro has no control over such sites and resources, you acknowledge and agree that Aminthro is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Aminthro shall not be responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content or goods or services available on or through any such site or resource.

Non-Disparagement

You and Aminthro each agree that they will not disparage or comment negatively about the other party. Disparaging remarks, comments or statements are those that impugn the character, honesty, integrity,

morality or business acumen or abilities in connection with any aspect of the operation of business of the covered individual or entity either by name or anonymously. Each of you and Aminthro do hereby covenant and agree to not, at any time, make any statements or comments (whether by press release, internet posting, press interview/comment, emails or otherwise) of an adverse, negative, derogatory or disparaging nature that could reasonably be considered to have an adverse impact on the business or reputation of the other party, including each and all of their respective directors, officers, executives, employees or consultants, directly to or likely to come to the attention of any form of media or any other person.

Security

Aminthro maintains reasonable safeguards and personnel policies that are designed to guard the Site, the Services, Aminthro's systems and Aminthro's users', business partners' and others' information. For example, for the security of your use of the Site and the Services, Aminthro may make use of firewall barriers, encryption techniques and / or authentication procedures. Unfortunately, no data transmission over the Internet can be guaranteed to be absolutely secure. As a result, while Aminthro strives to protect your information, it cannot ensure or warrant the security of any content you transmit to us, and you do so at your own risk. In the event of a breach of the confidentiality or security of your personal information, Aminthro will notify you as necessary so you can take appropriate protective steps. Unless you indicate otherwise, we may notify you under such circumstances using the email address you most recently provided to us.

Electronic Communications

When you use the Services or send emails to Aminthro, you are communicating with us electronically and you consent to receive non-marketing communications from Aminthro electronically. We may communicate with you by email or by posting notices on the Site or otherwise through the Services. You agree that all agreements, notices, disclosures, and other communications that Aminthro provides to you electronically satisfy any legal requirement that such communications be in writing.

Age of Use

The Site and Services are intended for use only by individuals who are at least eighteen (18) years of age, provided that the Aminthro Platform is intended for use only by individuals who are least fifty (50) years of age. If you are not at least eighteen (18) years of age, you are not authorized to use the Site or Services without the permission and supervision of your parent or legal guardian. If you are under the age of majority, you warrant that you have the express permission of your parent or legal guardian to use the Site. If you are a parent or legal guardian and have authorized a minor to use the Site in accordance with these Terms and the Privacy Policy, you agree that you are responsible for the online conduct of the minor, the compliance by the minor with these Terms and for the consequences of any misuse of the Site by the minor.

BUSINESS USER SPECIFIC TERMS

In addition to the provisions set forth in the balance of these Terms, the provisions set forth under the heading "Business User Specific Terms" above apply to all Business Users.

Paid Services

Certain Services ("**Paid Services**") may require the payment of fees ("**Fees**") by Business Users. Applicable Fees are as posted on the Site or Services from time to time or as otherwise directly communicated to a particular Business User prior to their agreement to receive the Paid Services. Any agreement to purchase Paid Services is subject to the terms and conditions posted on the Site or Services

with respect to such Paid Services or otherwise communicated by Aminro prior to the purchase of such Paid Services. Unless otherwise posted on the Site or Services, or communicated to you by Aminro, all Paid Services are provided on an annual basis and your agreement to receive such Paid Services will renew on an annual basis unless terminated in accordance with the provisions set forth below.

Business Users may opt to receive the Paid Services on a one-time or on an ongoing basis (a “**Subscription**”). Paid Services that are purchased on a one-time basis must be paid in full prior to the provisions of such Paid Services. Subscription purchases are payable on a monthly basis and will continue until terminated in accordance with these Terms.

Payment of Fees may be made using third party payment service providers specified by Aminro from time to time, including but not limited to PayPal (“**Payment Provider**”). Any payments made using a Payment Provider are subject to the terms and conditions of such Payment Provider applicable to such payment and Aminro shall have no liability to you whatsoever for any matter or thing arising out of your use of the Payment Provider. You agree to, at all times during the term of the Paid Services, provide accurate and up-to-date payment information to the Payment Provider. Some Fees are not payable automatically on a recurring basis and are instead payable on the basis of invoices delivered by Aminro to the Business User (“**Invoiced Fees**”). In the absence of any agreement to the contrary between the Business User and Aminro, such invoices are payable within thirty (30) days of receipt.

In the event that you fail to make any payment for Paid Services as and when due, Aminro retains the right to terminate the License, to revoke your access to all or part of the Site or Services, or to cease providing Services (including, but not limited to the Paid Services), or any combination of the foregoing, all in the discretion of Aminro. Unless otherwise specified, all Fees are final, and will not be refunded for any reason whatsoever. You authorize Aminro to take payment of Fees (other than Invoiced Fees) as and when they are due using the payment information you have provided. Aminro may correct any billing errors or mistakes that it makes even if it has already requested or received payment. If you initiate a chargeback or otherwise reverse a payment made with the Payment Provider, Aminro may in its discretion terminate your membership, account, and / or access to the Site immediately. If Aminro successfully disputes the reversal, and the reversed funds are returned to Aminro, you are not entitled to a refund or to have your membership account, subscription, or access to the Services reinstated.

Any overdue payments shall bear simple interest at a rate of the lesser of: (i) the maximum amount of interest payable under applicable law; and (ii) seven percent (7%) per annum. Interest shall be calculated daily in arrears.

User Limits

Your License to use the Site is limited to that number of user accounts as is specified to you prior to the purchase of the Paid Services.

Termination of Paid Services

A Business User may terminate its agreement to receive Paid Services (a “**Subscription**”) by visiting its user dashboard (the “**Dashboard**”). Within the Dashboard, the Business User has the option to upgrade active Subscriptions or to terminate any active Subscriptions. A Business User may terminate at any time but will in no event be refunded any Fees paid prior to the date of termination.

Events on Termination

On termination of a Subscription, all of the Business User's related information and content (other than Business User Content, as defined below) will be removed from the Site. Aminthro may choose to remove related Business User Content in its sole discretion. In the event that a Business User terminates all of its Subscriptions and opts to remove its account from the Site, all Business User information will be removed from the Site (other than Business User Content, which may be used in Aminthro's sole discretion). Notwithstanding the foregoing, Aminthro will retain any information it is required to retain by law or which it ordinarily retains for its internal business purposes (provided that such information will continue to be subject to the confidentiality provisions set forth herein).

Limitation of Liability

IN NO EVENT SHALL AMINTRO'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO A BUSINESS USERS' USE OF THE SITE OR SERVICES, OR ANY JOINT EVENT (AS HEREINAFTER DEFINED) WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO AMINTRO BY SUCH BUSINESS USER IN CONNECTION WITH ITS USE OF THE SERVICES IN THE ONE (1) YEAR PERIOD PRECEDING THE DATE ON WHICH SUCH LIABILITY AROSE.

Events

Any Non-Aminthro Event that you host, facilitate, organize, or manage in connection with your use of the Site or Services (including the Paid Services) shall be solely your responsibility and Aminthro disclaims any and all interest in or liability with respect to such Non-Aminthro Event, including, but not limited to, the interaction between the Business User and other users of the Site and the attendance of users of the Site at such Non-Aminthro Event.

For certainty, in the event that you and Aminthro agree to host a Joint Event, you agree and acknowledge that the provisions regarding "Release and Indemnity", "Disclaimer of Warranties", and "Limitation of Liability" set forth above shall apply to the hosting of such Joint Event. You agree that you will comply with all applicable law with respect to the conduct of the Joint Event.

Relationships with Users

You acknowledge that you are solely responsible for your interactions with other users of the Site, including, but not limited to, other Business Users. Aminthro is not responsible for ensuring any minimum usage of a Business User's products or services resulting from its purchase of the Paid Services not for ensuring the payment by its customers (whether users of the Site or otherwise) for services or products delivered by a Business User.

Accuracy

You agree that all information provided by you to Aminthro or otherwise through the Site or Services with respect to your business, products, and services will be true and not misleading or deceptive in any fashion.

Confidentiality

Aminthro agrees not to disclose, divulge, reveal, report or use, for any purpose other than to carry out the intent of this Agreement or the business relationship between Aminthro and a Business User, or to comply with any applicable law, any Confidential Information which has been disclosed by a Business User to

Amintro, except as authorized by such Business User or as required by law. Notwithstanding the foregoing, Amintro may use Confidential Information for its own internal research and development purposes.

MISCELLANEOUS

Survival

Any of these Terms which by its nature should survive termination, including those with respect to Paid Services, Confidentiality, Ownership of Intellectual Property, Release and Indemnity, Disclaimer of Warranties, Use of Feedback, and the Business User Specific Terms shall survive termination and continue in full force and effect except to the extent expressly set out in these Terms.

Severability

If any provision of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable in any respect, then the remaining provisions of these Terms, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each such provision of these Terms shall be valid and enforceable to the extent permitted by law. You agree to negotiate in good faith to replace the invalid or unenforceable provision with a valid and enforceable provision that has the effect nearest to that of the provision being replaced.

Injunctive Relief

Amintro shall have and hereby reserves all rights and remedies which it has, or which are granted to it by operation of law, to enjoin the unlawful or unauthorized use of the Amintro IP or Confidential Information (any of which injunctive relief may be sought in the courts, and also may be sought prior to or in lieu of termination), and to be compensated for damages for breach of this Agreement.

Governing Law and Language

The Site and Services are administered by Amintro from Ontario, Canada. You acknowledge and agree that your use of the services and all of the communications, transmissions and transactions associated with the services and the provision of the Services shall be deemed to have occurred in the Province of Ontario, Canada. You agree that these Terms shall be exclusively governed by, construed, and interpreted in accordance with the laws of the Province of Ontario, Canada, and the federal laws of Canada applicable therein, and that the law of the Province of Ontario is the proper law, without regard to conflict of laws rules or to private international law principles. The laws of any other jurisdiction shall not apply to these Terms.

Dispute Resolution

The parties agree to resolve any disputes that arise in connection with this Agreement through good faith negotiation. If the parties are unable to resolve any dispute through negotiation within thirty (30) days of one party providing notice of such dispute to the other, the dispute shall be referred to binding arbitration by a single arbitrator pursuant to the provisions of the Arbitration Act, 1991 (Ontario). The arbitrator shall be agreed upon by the parties within twenty (20) days of one party notifying the other party that arbitration is desired. If the parties fail to agree upon a single arbitrator within such twenty (20) day period, then each party shall select an arbitrator and such two arbitrators shall together select an individual who will proceed as a single arbitrator. The award rendered by the arbitrator shall be final and binding and not subject to appeal. Arbitration shall be held in the City of Toronto in the Province of Ontario and the language used shall be English.

Notwithstanding the foregoing, in the event that arbitration is not possible or is not permitted by applicable law, all disputes, disagreements, controversies, questions or claims arising out of or relating to these Terms, or in respect of any legal relationship associated with or arising from these Terms, including, but not limited to, with respect to the formation, execution, validity, application, interpretation, performance, breach, termination or enforcement of these Terms, will be determined by litigation in the Courts of the Province of Ontario sitting in Toronto, to the exclusive jurisdiction of which you irrevocably attorn. If you live outside of the Province of Ontario, you may also be entitled to the protection of the mandatory consumer protection provisions of your local consumer protection law. However, nothing herein shall be construed as Aminthro's agreement to the application of any such consumer protection laws.

You may only resolve disputes with us on an individual basis and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations aren't allowed.

Force Majeure.

Aminthro shall not be liable for delays in or for failures to perform hereunder due to causes: (i) beyond our reasonable control; (ii) that could not reasonably have been foreseen by Aminthro at the time of the effective date of the services; and (iii) the effects of which could not have been commercially reasonably avoided or overcome by Aminthro, where such causes include acts of God, acts or omissions of you or a third party, service failures, Internet or telecommunications outages, acts of civil or military authorities, fire, strikes, power surges or power outages, pandemics or epidemics, public health emergencies, climate change, flood, earthquakes, riot, or war.

Miscellaneous

No agency, partnership, joint venture, or employment is created as a result of the Terms, and you have no authority of any kind to bind Aminthro in any respect whatsoever. The failure of any party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. Aminthro shall not be liable for any failure to perform its obligations hereunder, where such failure results from any cause beyond Aminthro's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference). Aminthro may transfer, assign, or delegate the Terms and its rights and obligations without consent.

Assignment

These Terms are personal to you, and are not assignable, transferable, or sublicensable by you except with Aminthro's prior written consent. Aminthro may assign, transfer, or delegate any of its rights and obligations hereunder without your consent.

Interpretation

In these Terms: (a) words denoting the singular include the plural and vice versa; (b) all usage of the word "including" means "including, without limitation," throughout these Terms; (c) all dollar amounts, if any, are expressed in Canadian currency unless expressly provided otherwise; (d) the division of these Terms into separate sections, subsections and the insertion of headings is for convenience only and shall not affect the construction or interpretation of these Terms; (e) words or abbreviations which have well-known or trade meanings are used herein in accordance with their recognized meanings; and (f) you and Aminthro

agree that these Terms shall not be construed in favour of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation of these Terms.

Waiver

No delay or omission by Aminthro to exercise any right or power it has under these Terms or to object to the failure of any covenant of you to be performed in a timely and complete manner, shall impair any such right or power or be construed as a waiver of any succeeding breach or any other covenant. Any waivers by Aminthro must be in writing and signed by an authorized representative of Aminthro.

Entire Agreement

These Terms, together with any applicable agreements or documents incorporated by reference herein, constitute the entire agreement between you and Aminthro as it relates to the access to, and use of, the Services and the subject matter of these Terms, and supersede all prior or contemporaneous agreements, proposals, proof of concepts, understandings, letters of intent, representations, negotiations, and discussions, whether written or oral, between Aminthro and you. Unless superseded by subsequent written agreement, these terms and conditions will continue to govern the relationship between you and Aminthro in respect of the matters contained herein.

Feedback/Notices

All notices or other correspondence to Aminthro under these Terms must be sent to the following electronic mail address for such purpose: contact@aminthro.com.