

KATANITECH POPTIKR TERMS OF USE

1.0 ACCEPTANCE. KataniTECH Inc. (“KataniTECH”, “we”, “us”, or “our”) own and operate www.poptikr.com, the KataniTECH mobile application “PopTikR” (the “**App**”), and any subdomains or other websites we have and operate now or will have and operate in the future, (the “**Website**”), including our Merchant portal available through our Website (the “**Merchant Portal**”, together with the Website and App, the “**Service**”). These terms of use (“**Terms of Use**”) are a legally binding contract by and between KataniTECH and all of our users of the Service, regardless of whether such user is an individual simply browsing or visiting the Service, or has signed up for a login user account with a username and password to use the Service (“**User Account**”), as a Merchant User (defined below) or a Customer User (defined below). If you are using the Service on behalf of, or in the employ of a corporation, trust, partnership, or other organization authorized to conduct business (“**Organization**”), you are agreeing to the Terms of Use for that Organization and representing and warranting that you have the authority to bind any such Organization to these Terms of Use. In all cases, we refer to all our visitors, Merchant Users, and Customer Users generally, as “you”, or “User”. You must be at least 18 years old to be eligible to use the Service (or any part of it). However, if you are at least 13 years old but not yet 18, you may use the Service with the supervision of your parent or guardian who agrees to be bound by these Terms of Use. No one under 13 years of age may use the Service (or any part of it).

Please read these Terms of Use carefully. By accessing and/or using the Service (or any part of it), registering for a User Account, and/or completing a purchase on the Service, you acknowledge and agree to be legally bound by these Terms of Use, our Privacy Policy, and any additional applicable terms, policies or guidelines which are incorporated by reference to these Terms of Use. These Terms of Use are subject to change or modification at any time and at our sole discretion. Your continued use after we make any changes or update the Service will indicate to us that you have acknowledged and accepted any such changes and revisions to these Terms of Use. Any new features, functionality, content, technology, options, or other Services added to the Service will be subject to these Terms of Use unless stated otherwise. We will post a notice on the Website, Merchant Portal and App if we make any changes or modifications to the Service. However, it is solely up to you to visit the Website, Merchant Portal and/or App periodically to review any changes or modifications to these Terms of Use. The term "using" also includes any person or entity that accesses or uses the Service with crawlers, robots, data mining, or extraction tools, or any other functionality.

If you do not accept these Terms of Use, you will not be able to access and use the Service (or any part of it) and you must immediately stop using the Service in its entirety, to access and redeem any promo vouchers, discount coupons, or promotional/discount codes (each a “**Promo**”, and collectively, the “**Promos**”) or participate in contests, giveaways or other promotional campaigns we may run on the Service from time to time.

2.0 ABOUT THE SERVICE. The Service is a digital marketing, advertising, and couponing platform marketplace operator which connects merchant Users (each a “**Merchant User**”, and together “**Merchant Users**”) to customer Users (each a “**Customer User**” and together, “**Customer Users**”). Merchant Users can promote and market their products and services to Customer Users on the Service by offering Customer Users access to Promos, to be redeemed either in-store or online, to their products and services, which may include clothing, beauty, and fashion, food, beverage, and dining (in-restaurant or takeout), health, fitness, and wellness products and services, technology goods products, and services, automotive goods and services, advertising and publicity goods and services, travel and accommodations, and other similar goods and services.

3.0 ELIGIBILITY TO USE THE SERVICE. You may only use the Service (or any part of it) if you agree to the following conditions:

- (a) You have reached the age of majority in the state or province in which you reside;
- (b) You are able to create a binding legal obligation;
- (c) You are not barred from receiving products or services (Customer User/Merchant User) or offering products or services (Merchant User) under the applicable law of your state/province or other jurisdiction;
- (d) Your use of the Service (or any part thereof) will at all times comply with these Terms of Use;

- (e) You will only make purchases on the Service for your own use and enjoyment or as a gift for another person (Customer User), or post Promos solely for the promotion of your products and services in connection with the operation of your business (Merchant User) in and compliance with these Terms of Use and applicable laws;
- (f) You have the right to provide any and all User Content (defined below) you submit to the Service and all such User Content is accurate, true, current, and complete;
- (g) You will update and correct any User Content you have submitted to the Service, including all User Account information, and ensure that it is accurate at all times (out-of-date information will invalidate your User Account); and,
- (h) you will carry out your obligations set out in these Terms of Use.

4.0 WHAT YOU CANNOT USE OUR SERVICE FOR. The following is a list of things you cannot do, and to which you agree that you will not engage in by accessing or using the Service (in whole or any part of it):

- (a) access or use the Service in any manner that could interfere with, disrupt, negatively affect, or inhibit anyone from fully enjoying and using the Service;
- (b) damage, disable, overburden or impair the functionality of the Service in any manner, including but not limited to interfering with or circumvent any filtering, security measures, or other features designed to protect the Service or any related website, other websites, or the Internet;
- (c) for any unlawful, immoral, obscene, and/or unauthorized act(s) or purpose(s), including human and/or drug trafficking, pornography, crimes associated with hate, violence, discrimination, terrorism, defamation, fraud, money-laundering, tax evasion, running pyramid schemes, gambling, or any other form of prohibited financial activity;
- (d) any unauthorized act(s) or behavior that violates KataniTECH's community guidelines and/or any other acceptable use policy that may be made available to you from time to time through our Service;
- (e) solicit or encourage others to perform or participate in any unlawful acts, in circumvention of all applicable laws and/or these Terms of Use;
- (f) infringe upon or violate our intellectual property rights and/or those of our Users, or any third party;
- (g) harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- (h) submit false or misleading information;
- (i) upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality and/or operation of the Service;
- (j) collect, track, gather, extract or use the personal information of others such as Users' names, real names, e-mail addresses from the Service, to transmit any unsolicited advertising, junk mail, spam, or other form of solicitation;
- (k) spam, phish, pharm, pretext, spider, crawl, "mirror", "frame", modify, adapt, or hack any portion of the Service;
- (l) use any robot, spider, crawler, scraper, or other automated means or interface not provided or authorized by us to access the Service or to extract data from the Service;
- (m) attempt to access or search the Service through the use of any engine, software, tool, agent, device, or mechanism (including spiders, robots, crawlers, data mining tools, or the like) other than through the Service and/or search agents provided by us;
- (n) access, tamper with, or use non-public areas of the Service, your computer systems, or the technical delivery systems of our providers;
- (o) sell, license, or use the Service for any commercial purpose, such as for profit or resale, for the benefit of any third party or any other purposes in any manner not authorized by these Terms of Use, or encourage or enable any other individual to do any of the foregoing;
- (p) sell, transfer, lease or provide your User Account (including you're your login username and password), in any other way to anyone else, except as permitted under these Terms of Use, and you understand that the Service, including your User Account, is solely for your own use;
- (q) use or attempt to use another User's Account without having obtained the authorization to do so from such User; and/or
- (r) alter, modify, merge, translate, decompile, reverse engineer, disassemble, copy, distribute, transmit, display, publish, create derivative works of, or otherwise reduce the Service to any human-perceivable form.

WE RESERVE THE RIGHT TO, INVESTIGATE AND PROSECUTE VIOLATIONS OF ANY OF THE ABOVE AND/OR INVOLVE AND COOPERATE WITH LAW ENFORCEMENT AUTHORITIES IN PROSECUTING ANYONE WHO VIOLATES THESE TERMS OF USE; AND TERMINATE YOUR USE OF THE SERVICE IN ITS ENTIRETY FOR VIOLATING ANY OF THE PROHIBITED USES.

5.0 USER TYPES. Our Service provides for two User types: Merchant Users and Customer Users, as more fully described below.

5.1 Merchant Users.

- (a) *Registration.* To use the Service as a Merchant User, you will be required to register for a Merchant User Account through our Merchant Portal for access to either our limited “Free Forever Plan” or “Pro Plan Plus”. While KataniTECH’s Free Forever Plan is provided free of charge, certain services, functionalities and options are reserved for Merchant Users who have registered for a Pro Plan Plus. Merchant Users registering for our Pro Plan Plus will require that Merchants pay a reoccurring monthly subscription fee in the amount set forth on the Merchant Portal (“**Subscription Fee**”). Once you have set up your Merchant Account, you will be prompted to enter information pertaining to your business, including your store/merchant business address and contact information (i.e. business opening hours, website, phone number, email, business verification information such as business registrations, operator permits or licenses for verification purposes), and valid payment/credit card information, as applicable. You will be able to post Promos on your designated Merchant User landing page. Your designated landing page and your Promos will be accessible for viewing to Customer Users. We may require additional records and information pertaining to your Merchant business to satisfy any legal requirements we may have.
- (b) *Free Access Period.* For the purposes of our initial launch, KataniTECH is promoting a Free Access Period of our Pro Plan Plus Services available to our Merchant Users. If a Merchant registers for the Pro Plan Plus Services during our Free Access Period, then, subject to these Terms of Use, KataniTECH grants Merchant a limited, personal, non-transferable, non-sub-licensable, license to use the Pro Plan Plus Services during the applicable Free Access Period at no cost.. For the purposes of these Terms of Use, the “**Free Access Period**” shall continue for such indefinite period of time until KataniTECH otherwise provides its registered Merchant Users with advance written notice that the Free Access Period is ending and otherwise provides notice on the Website and/or Merchant Portal indicating the same. KataniTECH may terminate the Free Access Period of the Pro Plan Plus Services at any time in its sole discretion.
- (c) *Subscription Term, Renewals, and Cancellations.* Upon expiry of the Free Access Period, as a Merchant User, you may be required to register for a monthly subscription term (“**Subscription Term**”) in the event you have registered for our Pro Plan Plus Services, which will commence on the day you first create your Merchant User Account and pay your first Subscription Fee installment. Your Merchant User Subscription Term will automatically renew unless you cancel your Subscription Term through your Merchant User Account on the Merchant Portal. Merchants must cancel their Merchant User Accounts no later than twenty-four (24) hours prior to any Subscription Term renewal date in order to avoid any such renewal and further charges. Although KataniTECH may issue refunds in its sole discretion, KataniTECH reserves the right not to issue refunds for any already processed transactions or late cancellations.
- (d) *Payment, Billing, and Transaction Information.* We use Stripe as our third-party payment processor (“**Payment Processor**”) to process your Subscription Fee payments. However, our Payment Processor is subject to change from time to time. You authorize and direct KataniTECH to transmit your Merchant billing information to our Payment Processor for such purposes. You are bound by any such Payment Processor’s terms of service and privacy policy, and the foregoing will govern your relationship with such Payment Processor. You understand that KataniTECH is not a party to your contractual agreement with any such Payment Processor we may use to process your payment from time to time. **You waive and release KataniTECH from all liability arising from your use or access to the Payment Processor.** All credit cards must be valid, authentic and you must be authorized to use them. If a charge

is not authorized or accepted, we reserve the right to cancel your order without notice and with no further liability or obligation to you. You agree to provide us with the current, complete, and accurate purchase and payment information. You will be solely responsible and liable for all loss, damage, and additional costs that we or any other person may incur as a result of your submission of any false, incorrect, or incomplete information or your failure to update your transaction-related information and payment information as needed. You will also be responsible for any Non-Sufficient Funds (NSF) charges or other related transaction fees levied in the event your payment is declined. KataniTECH may suspend access to your Merchant Account until payment has been made and your Merchant Account has been brought into good standing. We reserve the right (in our sole discretion) to terminate your Merchant Account if you fail to bring your Merchant Account into good standing.

- (e) *Modification of Costs and Fees for Subscriptions.* We reserve the right to change or modify our Merchant User Subscription Fees. If a fee is changed or a new fee is introduced, it will take effect no earlier than thirty (30) days from the date it is posted on our Service, your Merchant User Account, or as otherwise communicated to you in writing by us. If you do not accept our changes to our Merchant User Subscription Fees, you must terminate your Merchant User Account prior to the end of the thirty (30) day period. If you do not terminate your Merchant User Account and/or you continue to use your Merchant User Account at the end of the thirty (30) day period, your continued use of our Service indicates that you agree and adhere to our changes and new charges. You are responsible for all taxes applicable to the fees and any other charges as required under applicable laws in any jurisdictions in which Merchant User operates or conducts business.
- (f) *Representations and Warranties of Merchant User.* You, as a Merchant User, represent, warrant, and covenant to KataniTECH and its Users (including Customer Users) that:
- i. you are a duly registered corporate entity or sole proprietorship, organized and/or registered under applicable laws in your province or jurisdiction, and have all valid and required consents, approvals, licenses, authorizations, registrations, qualifications, and any other permits required under applicable laws to operate as a Merchant business, and to promote, advertise, sell, offer goods and services in connection with any such Promos you post on or through the Service;
 - ii. you operate a Business-to-Consumer (B2C) business in Canada and do not drop-ship any of the services and/or products provided or advertised by you in connection with our Services;
 - iii. you shall be liable for any goods, services, or products advertised, promoted, communicated, offered, or sold to Clients and any such corresponding Promos in connection therewith, including but not limited to any quality, hygiene (as applicable), health concerns, and/or implications, and any misrepresentation, use, misuse, shipping and delivery, defects, or otherwise. We will not be liable to any User for any of the foregoing;
 - iv. you will comply with all applicable laws and financial reporting obligations, including but not limited to laws and regulations relating to registration, tax reporting, or other disclosures in connection with your Merchant business;
 - v. to the extent you share with us any personal information of any third party for any purpose, including the names, email addresses, and phone numbers of your contacts, you have the authority (including any necessary consents), as required under applicable law, to provide us with such personal information and allow us to use such personal information for the purposes for which you shared it with us;
 - vi. all information, materials, graphics, visuals, text, logos, trademarks, tradenames, product information, or other information or content you post on the Service, including in connection with Promos you post to the Service (“**User Content**”), is authored, created or owned by you, or for which you have any necessary third-party licenses and authorizations to use, display, reproduce,

distribute, perform or license, such that any User Content you post to the Service will not infringe upon the intellectual property rights of a third party;

- vii. all User Content or other information you post to the Service (including to your Merchant Account) in connection with your business, including but limited to the Promos you advertise, is accurate and complete, and not likely to deceive other Users of the Service (including Customer Users), and you will not make any misrepresentations, false, or misleading claims regarding any goods or services you promote on the Service, including in connection with the Promos you post thereon;
- viii. you will use the Service solely for its intended purpose and in accordance with these Terms of Use, and as such, you will not: (a) engage in reckless behaviour while using the Service or in any way related to the Service and the promotion, advertisement, sale, offering, and provision of any Promos for any of your goods and services on or through the Service, (b) use the Service to post Promos and use such Promos as a veil or ploy to run lotteries, raffles, pyramid schemes, gambling activities, or any other form of prohibited financial activity in using the Service; and/or (c) engage in any fraudulent activity on the Service in connection with the goods and service you promote to Customer Users on the Service. If we suspect that you have engaged in fraudulent activity, we may terminate (in our sole discretion) your Merchant User Account;
- ix. you will provide any goods and services (and any guarantees therefor) in connection with any Promos under any oral or written contract, agreement, or instructions agreed upon between you and the Customer User;
- x. make any misrepresentations regarding, (a) KataniTECH and/or the POP TikR Services; and (b) your status as a Merchant User, other Users, or your ownership of or role in selling, offering, or providing goods and services through the Service; and
- xi. you will not represent yourself as an independent contractor or employee of KataniTECH, and you will be liable for the acts and omissions of any of your directors, officers, employees, contractors, representatives, and/or agents as if such act or omission were your act or omission in connection with your access and/or use of the Service.

5.2 Customer User. To gain access to Promos offered by Merchant Users, a Customer User must also create a User Account. The Service is free to use for Customer User and can be accessed through the App. User Account modifications and profile information can be managed in your User Account through the App. You must keep your User Account username and password safe and secure.

6.0 REGISTERING FOR A USER ACCOUNT USING THIRD-PARTY PROVIDER ACCOUNT CREDENTIALS. We may offer Users the option of using Google, Apple, or Facebook credentials to register for a User Account to use our Service. These are all considered third-party service providers (**Third-Party Providers**) under these Terms of Use. We have no control over any such Third-Party Providers. By agreeing to log in using credentials from these Third-Party Providers, you represent that you have agreed to such Third Party Providers sharing your data with us to register to and use our Service using your Third Party Provider credentials. For more information about how Third-Party Providers share your data with apps and services such we encourage you to read any Third Party Provider Privacy Policy.

7.0 ACCESSING AND REDEEMING PROMOS. All Promos offered on the Service are promotional and discounted Promos offered by Merchant Users and may be redeemed by Customer Users on the Merchant User's corresponding website or physically in-store at Merchant User's physical storefront in exchange for products and services at a discount from their actual cost. Customer Users can opt to enable their geolocation (optional and not mandatory) to view Merchant User storefront Promos offered to Customer Users in proximity to Customer Users' geolocation by tapping on the "view storefront Promos" on the Service. Promos on the Service are displayed via pins on the geographic mapping system displayed on the Service. To redeem a storefront (i.e. in-store Promo), Customer must be physically within five hundred (500) meters of the Merchant User's storefront. The Promo code will be unlocked or revealed to Customer User once Customer User is within such

five hundred (500) meter radius of the storefront, and Customer User can use the Promo in-store to obtain the discount for the product or service for which the Promo is being offered. To redeem an online Promo, a Customer User can view all active online Promos and tap on any such Promo to view details of the Promo being offered. Customer Users will have the option to click on “copy Promo code and go to store” for the purposes of redeeming such Promo code. Upon selection, a Customer User will be redirected from our Service to the Merchant User’s website or e-commerce page and can proceed to apply the Promo at Merchant User’s checkout on Merchant User’s website/e-commerce page in connection with the product or service for which the Promo is being offered. We are not responsible for any charges your carrier may apply to access and/or use the Service (for instance, data and internet services provider charges). We will only collect your geo-location in accordance with our Privacy Policy, and solely for your use of the Service in accordance with our Terms of Use.

8.0 DISCLAIMER (RE MERCHANT USERS & PROMOS). The Merchant User is the sole offeror and issuer of the Promo to the Customer User. Each Merchant User is assigned a unique designated Merchant User landing page. We do not control any of the Content a Merchant User posts on their landing page. KataniTECH is not a provider of goods, products, or services, and any such products or services are offered and/or provided solely by Merchant Users. Unauthorized or unlawful reproduction, resale, modification, or trade of Promos is prohibited. The Merchant User controls all pricing related to the sale of their goods and products and their offering of services to a Customer User and any other customer. The Merchant User is also solely responsible for the sale and shipment of the goods, products, and/or services to which the Promo applies. In addition, a Merchant User may advertise goods, services, or experiences as Promos on the Service that may require such Merchant User to have up-to-date regulatory authorizations, licenses, permits, certifications, or qualifications. KataniTECH does not verify, validate, or conduct due diligence or background checks on Merchant Users, including verifying the regulatory authorizations, licenses, certifications, or credentials of any such Merchant User. All Users are encouraged and are responsible for conducting their own investigation and research on any such Merchant User(s) and the services or products any such Merchant User(s) are offering as Promos on the Service. It is a User’s responsibility to determine and verify whether such Merchant User(s) a User wishes to transact with is qualified to provide the advertised products, goods, and/or perform the advertised service, and whether the products, goods and/or service is of the care and quality and workmanship required or follows industry standards. As a result, the Merchant User is solely responsible for the care and quality of the goods and services being provided or the care and quality of its products posted or advertised on the Service, and any representations, warranties, guarantees, covenants or promises it makes to a User or any customer wishing to transact with it.

User hereby understands and agrees that KataniTECH is not now and will not at any time in the future be held responsible in connection with your use of any product and/or service, your participation in any activity or experience as offered by a Merchant User, or your reliance on any representations, warranties, promises or covenants made by a Merchant User and/or displayed on Merchant User’s designated landing page. Similarly, certain Promos posted by a Merchant User on their landing page via the Service are for health and wellness services. KataniTECH is not a health or wellness provider and does not, will not, and cannot refer, recommend, or endorse any specific professional services, products, or procedures that are advertised on the Service. The Service or any content or information posted or displayed on the Service is not a substitute for professional advice. You are responsible for seeking the advice of a qualified health provider with any questions you may have regarding a health condition or the appropriateness of the use of any product or service offered by a Promo that you may wish to purchase and/or redeem. Never neglect to seek out or delay or disregard professional advice relating to your health because of something you have read on the Service. Merchant User is fully and solely responsible for any and all losses, injuries, illnesses, claims, liabilities, and costs, including legal fees (“**Claims**”) it may cause another User to suffer, directly or indirectly, in full or in part, whether related to the redemption or use of a Promo or not. User waives and releases KataniTECH and its subsidiaries, affiliates, partners, officers, directors, employees, and agents from any and all Claims arising from or related to any act or omission of any such Merchant User in connection with User’s use of a Promo or the products, services, activities, and/or experiences a Merchant User displays or provides on its designated and dedicated landing page on our Service.

9.0 IDENTITY OF USERS. You acknowledge that it is not our practice to conduct background checks or screening of any of our Users, including Merchant Users. We rely on the information Merchant Users provide to us, including any business records and verification information they may be required to provide to us upon registering for a Merchant User Account. As such, we cannot and will not guarantee the truth and accuracy of any Merchant User’s identity nor any such Merchant User’s capabilities, resources, or facilities regarding its

ability to deliver on any Promos in connection with any goods and services Merchant User may be offering to Customer User from time to time, or for any other reason. KataniTECH shall not at any time be held liable to and for a User's misuse, misrepresentation, or other use of the Service for a purpose other than for we intend the Service to be used. We do not warrant or represent the actions of any User of the Service. If you intend to use the Service, you are responsible for carrying out your own research and due diligence. While it is not our practice to verify a User's identity, KataniTECH may, in its sole discretion, conduct any necessary due diligence on any User to ensure compliance with these Terms of Use, applicable laws, and/or to respond to a case of misrepresentation, fraud, or known or potential violations of the law. As such, you understand and agree under these Terms of Use that KataniTECH may, in its sole discretion, reasonably request information and/or documentation to verify a User's identity at any time (either prior to allowing a User to register, access, and/or use the Service, or thereafter upon creating a User Account), regardless of the User type. Any such information we request will be collected, used, stored, and disclosed in accordance with our Privacy Policy.

10.0 PRIVACY AND PERSONAL INFORMATION. When you register for a User Account, we ask you for information such as your email contact, password and full name. If you are a Merchant User, we may ask you for your business information, including verification records, business address and postal code, telephone number, email contact information, website, and the full name, telephone number, and email address of the representative you have authorized to represent you on your behalf and manage your Merchant User Account. Our Service also collects your geo-location and IP address information and uses that information to locate and suggest Promos that are being offered by Merchant Users from time to time on the Service to Customer Users in proximity to Customer Users' geographic location, and essentially, to connect Merchant Users to Customer Users, as is the intended purpose of our marketplace platform Service. All such information is collected, used, stored, protected, and disclosed under our Privacy Policy.

11.0 GENERAL USER RESPONSIBILITIES, RESTRICTIONS, COVENANTS, REPRESENTATIONS, AND WARRANTIES. By registering for a User Account (regardless of the User type) and each time you access and use KataniTECH's App, Website, Merchant Platform and/or Services generally, you represent and warrant that, all registration information you submit or post on the Service, including on your User Account profile is current, truthful, and accurate and, that your use of the Service does not violate the applicable laws of your province, state or other jurisdiction. You are responsible for updating and correcting information you have submitted or provided to create or maintain the currentness, completeness, and accuracy of your User Account. You must safeguard your password and supervise the use of your User Account. You must not share your username and password with any other individual/person, including any other User of the Service. You are solely responsible for maintaining the security of your User Account and maintaining settings that reflect your preferences. We are not responsible for any fraud or other unauthorized activity on your User Account as a result of your failure to take precautions to prevent any such access without your authorization. We will assume that anyone using the Service or anyone having any activity on your User Account (including any transactions occurring thereon) is you and/or completed by you. You accept all risks of any unauthorized access to and use of your User Account. You are fully liable for any losses and/or damages that may result therefrom. You must promptly notify us if you discover or otherwise suspect any security breaches related to the Service. Your User Account is also non-transferable. You cannot sell, combine, or otherwise share it with a third party. Any violation of these Terms of Use, including, without limitation, your failure to maintain updated and correct information concerning your User Account will cause your User Account to fall out of good standing and we may suspend, cancel, or terminate your User Account in our sole discretion.

12.0 CONFIDENTIALITY. Your access or use of the Service as a User (regardless of your User type) may provide you with access to certain non-public information or materials relating to our products and services, intellectual property, business, marketing programs and efforts, and other sensitive information. Our **Confidential Information** is just that – confidential. Anything that is delivered to your User Account upon your registration for the same, your contact information, and is not available online – is considered confidential. We would like to keep it that way. You agree to keep confidential and to not disclose Confidential Information unless it is required to be disclosed by a subpoena or other similar order of any court or government agency. You agree that you will use the same but not less than the same precautions that you would use to protect your own confidential information. If you disclose our Confidential Information under any such subpoena or other similar order, you must immediately and promptly tell us in writing and provide a copy of what has been released, and you will disclose only that portion of the Confidential Information that has been requested of you to disclose and no more

that than. You also agree that you will keep confidential in the same manner as our Confidential Information, all information you receive from us in our communications with you, and/or as a result of your access/and our use of the Service in connection with our third-party providers. You must return or destroy our Confidential Information, on termination of your use Service, regardless of the reason for termination thereof.

13.0 OWNERSHIP OF THE SERVICE. We, our partners, affiliates, licensors, providers, suppliers, Merchant Users, and other third-party providers (if any), own exclusively all rights title, and interest in and to all content, technology, and any features, functionality, including, but not limited to, all information, software, HTML code, and/or other computer code and/or scripts, text, displays, graphics, photographs, video, audio, designs, presentation, selection, any other materials included on the Service, and further, any rights and protections afforded to the “look”, “feel” “appearance”, “graphic function”, and/or “arrangement” of the Service, which are protected under Canadian and international copyright laws. The KataniTECH corporate name, brand, and image are really important to us, and we use all measures that we deem appropriate and necessary to protect it. Any tradenames and trademarks, designs, images, banners, slogans, logos, trade dress, phrases, and names attached to our corporate name and brand (including PopTikR, such as product and service names, all constitute our trademarks (“**Marks**”), or the Marks of our partners, affiliates, licensors, suppliers, Merchant Users, or other third-party providers we may work with or engage. Nothing contained in or on our Service should be construed as granting any license or right to the Marks associated (directly or indirectly) with the Service. Unless we permit you to do so under these terms or else, or you obtain the permission partners, affiliates, licensors, suppliers, Merchant Users, or other third-party providers, you are not permitted to use any of the materials, content, or Marks (whether owned by KataniTECH or such third party) for any purpose, including without limitation, the use of metatags on other pages or websites on the Internet, or through the use of framing or otherwise. You agree that you will not attempt to circumvent any of the usage rules or restrictions on the Service. Consent or permission to use or display Marks can and will be withheld at the sole discretion of the owner of the relevant Marks.

14.0 OUR LICENSE TO YOU. Subject to your compliance with these Terms of Use, we grant you a limited, revocable, non-exclusive, non-transferable, non-assignable license, to access and use the Service, for your personal use, on a single computer, mobile device, or media platform, including applications, directly downloaded from a limited applications marketplace (“**License**”). Unless otherwise indicated in these Terms of Use and unless we have expressly authorized you to do so, you are expressly prohibited from using the Service on behalf or for the benefit of any third party. You will not acquire any ownership rights in and to the Service (in whole or part). The term of your License commences on the date of your acceptance of these Terms of Use and shall end on the earlier date of your or KataniTECH’s suspension or termination of your User Account. Your License shall terminate immediately, automatically, and without notice if you attempt to circumvent any technical protection measures used in connection with the Service, or you otherwise breach these Terms of Use. We reserve the right to modify, suspend or terminate your access to the Service entirely and/or to your User Account on our system at any time for any reason without warning and without any liability to you whatsoever, if we believe, in our sole discretion, that you are violating these Terms of Use, including the right to change your username or password. We also reserve the right to delete all data files associated with your User Account and/or other information you have provided or submitted to our Service and which we have stored on our system. You agree and consent to authorize us to periodically validate the information in your User Account. Unless explicitly stated herein, nothing in these Terms of Use may be construed as conferring any license to our intellectual property, whether by estoppel, implication, or otherwise.

15.0 YOUR LICENSE TO US. We do not claim any ownership interest in your User Content. But we require your permission and the right to use your User Content to the extent necessary to provide the Service to our Users, now and in the future. For example, if you, post, promote or advertise your goods and services and corresponding Promos on the Service, we need your permission to display that User Content on the Service, and we need the right to sublicense that User Content to other Users of the Service so that they can view such User Content. We also require your permission to use Merchant User Content for the purposes of promoting our Services and your Merchant Promos through our various social media and other channels. .By posting or distributing User Content to or through the Service, you: grant us a non-exclusive, royalty-free, irrevocable, worldwide transferable right and license to use, display, perform, reproduce, distribute, publish, modify, adapt, translate, create derivative works of, and sublicense your User Content.

16.0 AGGREGATED DATA COLLECTION AND OWNERSHIP. We collect anonymous and aggregated statistical data produced, generated, received from, derived from, and/or transmitted to the Service from your computer, mobile device, and/or media system platform, which includes, but is not limited to, demographic information, and actions you take within and outside of the Service, your hardware/software/firmware, the browser you use, the identity of other apps, programs or software included on your device or platform, the date and time of your use of the Service, the length of time you spend on the Service, your activities and/or usage habits of the Products and Services provided through the Service, and/or Services (“**Aggregated Data**”). We will use the Aggregated Data to improve our Service, expand the reach of our Service, improve and increase the ease and enjoyment of our Users’ experience, and overall quality and accessibility of the Service. You irrevocably assign KataniTECH all right, title, and interest in and to the Aggregated Data, and that such Aggregated Data will be owned by KataniTECH without providing compensation to you or any other person and without any liability whatsoever to you. The Aggregated Data we collect will not reveal your identity or confidential information, including your specific data entered by you into the Service (including any such data entered into your User Account).

17.0 FEEDBACK. We want to hear from you. You may submit or provide suggestions, comments, questions, ideas, or other feedback to us concerning the Service (“**Feedback**”). Feedback is voluntary and unsolicited. You hereby understand and agree that we may freely use any such Feedback at our will to design, develop, market, and further improve our technology used to operate the Service, and expand the reach of our Service, improve and increase the ease and enjoyment of our Users’ experience without any restrictions or obligations of confidentiality, acknowledgment, or monetary compensation owing to you. You agree that any submission of Feedback must not contain any computer virus or other malware that could in any way affect the operation of the Service. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any such Feedback. We have no obligation to respond to any Feedback you submit to us.

18.0 MOBILE SERVICES. You may download the App for your mobile device from the Apple App Store and Google Play (each of Apple and Google, an “**App Provider**”). Each App Provider has its own set of terms and conditions of use or service. You are responsible for ensuring that you comply at all times with any such App Provider’s terms of use/service. Your relationship with the App Provider is directly between you and the App Provider and we are not responsible for any such relationship. You acknowledge and agree that KataniTECH is not responsible for ensuring that your mobile device’s software is compatible with the Service or that you can use or access the Service through your mobile device. If you are accessing our Services through the App, you should check with your carrier to understand what data and messaging rates will apply and be charged to you by your carrier.

19.0 THIRD-PARTY WEBSITES AND THIRD-PARTY CONTENT. The Service will display links and pointers to third-party websites (“**Third Party Sites**”) and/or third-party content (“**Third Party Content**”) as a service to those interested in this information. Your use of links to Third Party Sites or any Third Party Content, products, or services provided is at your own risk. We have no control over any Third Party Content and do not and will not accept any responsibility for any loss or damage that may arise from your use of any Third Party Sites and Third Party Content. Such links to Third-Party Sites from the Service may include links to Merchant Users’ websites, social media links, and features that enable you to register a User Account or interact with us. However, we do not and will not accept any responsibility for reviewing changes or updates to, or the quality, content, policies, nature, or reliability of any Third Party Content, Third-Party Sites, or websites linking to the Service. When you leave our Service, unless otherwise stated herein, our Terms and policies no longer govern. You should review any Third Party Site’s applicable terms and policies, including, without limitation, their privacy and data gathering practices. You should undertake or research whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

20.0 CHANGES. We may alter, suspend, or discontinue any part of the Service. The Service may be unavailable from time to time due to maintenance or malfunction of the computer or network equipment or other reasons. In addition, these Terms of Use may be amended or updated by us from time to time and the Terms may therefore have changed since your last visit to the Service. Changes or modifications to our Terms of Use may include but are not limited to adding charges for access to some or access of premium functionality, content, or other features, functionalities, or services offered on or by the Service. We may also restrict access to the Service or portions

thereof, in whole or in part, based on any lawful eligibility requirements we may elect to impose (e.g. geographic or demographic limitations). You are responsible to revisit the Service periodically for any changes to our Terms of Use. If you continue to use or access the Service after we have posted changes or updates, you are acknowledging these changes and confirming your acceptance of them. You can review the most current version of the Terms of Use at any time on our Website, Merchant Portal or in the App, and we recommend that you do so periodically. The date of the last update is set out at the top of this document. Lastly, you are responsible for obtaining and maintaining, at your sole cost, your connectivity and all related technology and other equipment and software, and services necessary for you to access and use the Service.

21.0 ERRORS, INACCURACIES, AND OMISSIONS. Occasionally there may be information on the Service that contains typographical errors, inaccuracies, or omissions, including in connection product and services descriptions displayed on the Service in connection with the Promos being promoted by Merchant User. We reserve the right to correct any errors, inaccuracies, or omissions on our Service.

22.0 INFRINGEMENT AND COPYRIGHT POLICY. If you believe that the Service, in whole or in part (including any of its materials or content) infringes any copyright or other intellectual property right, you may submit a notice of alleged copyright infringement to info@poptikr.com, and we will investigate your request submission of the same. In submitting your notice(s), please provide us with the following information: (a) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (b) identification of the copyrighted work claimed to have been infringed; (c) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (d) your contact information, including your address, telephone number, and an email address; (e) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner. We reserve the right to remove any materials or content on the Service alleged to be infringing and/or terminate a User's Account without prior notice and at our sole discretion. If you knowingly misrepresent that any materials, content, or any part of our Service, is infringing, you may be liable to KataniTECH for certain costs and damages.

23.0 RECORDKEEPING. Except as required by law, you are solely responsible for (a) compiling and retaining permanent records of all transactions and other data associated with your User Account and your use of the Service, and (b) reconciling all transactional activity in your User Account. Upon the termination of this Agreement for any reason, we will have no obligation to you to store, retain, report, or otherwise provide any copies of, or access to, any records, documentation, or other information in connection with any transactions with the Service.

24.0 ELECTRONIC COMMUNICATIONS. You consent to receive electronic communications from KataniTECH either in the form of email, push notification, or in-App notification to your mobile device or other forms of electronic messages sent to you at the addresses listed on your User Account or by communications posted on or notifications through the Site (collectively, "**Electronic Communications**"). You acknowledge and agree that any Electronic Communication shall satisfy any legal requirement that such communication or notification be in writing.

25.0 ADVERTISEMENT AND PROMOTIONS. The Service is a coupon-based platform, and by its very nature, the Service serves as a platform for Merchant Users to advertise their products and services by posting their products and services as Promos which a Customer User can access on the Service and redeem on Merchant User's e-commerce page or website. We may also run special or targeted advertisements and promotions and programs on, through, or outside of the Service from time to time, including but not limited to social media posts and radio advertisements. A User's dealings, correspondence with, or participation in promotions offered by such third-party advertisers, third party providers (including such Merchant Users), and any terms, conditions, warranties, or representations associated with your dealings with such third parties, are solely between the User and such third party. We are not and will not be held liable for any loss or damage of any sort incurred as the result of any such dealings with a Merchant User or as the result of the presence of third-party advertisers and/or third-party providers that advertise or promote their products and services on or through the Service.

26.0 ACKNOWLEDGMENT. YOU ACKNOWLEDGE AND AGREE THAT THE USE OF THE INTERNET IS INHERENTLY NOT SAFE. WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT FILES OR DATA AVAILABLE FOR DOWNLOADING FROM THE INTERNET OR ANY PART OF THE SERVICE, WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. YOU ARE SOLELY AND ENTIRELY RESPONSIBLE FOR YOUR USE OF THE SERVICE 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 RESULTING FROM YOUR USE OF THE SERVICE, AND ANY CONTENT PERTAINING TO PROMOS FOR PRODUCTS AND SERVICES DISPLAYED, FOUND OR ATTAINED ON OR THROUGH THE SERVICE, OR FROM DOWNLOADING OF ANY CONTENT OR MATERIAL POSTED ON IT (IN WHOLE OR IN PART), OR ON ANY WEBSITE LINKED TO IT.

27.0 TERMINATION. KataniTECH may at any time and for any reason or no reason, without prior notice, immediately suspend all or a portion of your User Account and/or access to the Service. Cause for such termination shall include, but not be limited to: (a) violation of these Terms of Use or any other policies or guidelines that are referenced herein from time to time; (b) a request by you to cancel or terminate your User Account (subject to any payment obligations or notification requirements set out by us in these Terms of Use); (c) discontinuance or material modification to the Service or any part thereof; (d) a request and/or order from law enforcement, a judicial body, or other government agency; (e) where the provision of the Service is or may become unlawful; (f) unexpected technical or security issues or problems; or (g) your participation in fraudulent or illegal activities. Any such termination or suspension shall be made by KataniTECH at its sole discretion.

27.1 Effect of Termination. The rights that may have been granted to you under these Terms of Use shall immediately cease upon termination under this Section. We reserve the right (but have no obligation) to delete all of your information and account data stored on our servers, and, we will not be liable to you or any third party for termination or suspension of access to the Service or deletion of your User Account information. We will not be liable to you for compensation, reimbursement, or damages in connection with your use of the Service, or connection with any termination or suspension of the Service. Any termination of this Agreement does not relieve you of any obligations to pay any fees or costs owed by you to us and as may be referenced in these Terms of Use (if any).

27.2 Survival. Upon termination, the provisions of these Terms of Use that are, by their nature, intended to survive termination (e.g., a User's representations and warranties, any disclaimers, all limitations of liability, and all indemnities) shall survive. We also reserve the right to change or discontinue any aspect or feature of our services or the Site, including, without limitation, requirements for use.

28.0 DISCLAIMER. AS PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY AGREE THAT USE OF THE SERVICE (IN WHOLE AND PART) IS AT YOUR SOLE RISK. THE SERVICE, AND ANY CONTENT (INCLUDING USER CONTENT) AND OTHER INFORMATION CONTAINED ON THE SERVICE, INCLUDING WITHOUT LIMITATION, USER CONTENT, PROMOS FOR PRODUCTS AND SERVICES, AS OFFERED BY MERCHANT USERS ON MERCHANT USER'S DEDICATED LANDING PAGE VIA THE SERVICE, AS WELL AS THE APPLICABLE TECHNOLOGY USED TO OPERATE THE SERVICE, ARE MADE ACCESSIBLE OR AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. KATANITECH HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO THE OPERATION OF THE SERVICE (IN WHOLE AND PART) OR THE CONTENT, OR OTHER INFORMATION CONTAINED ON THE SERVICE, INCLUDING ANY REPRESENTATIONS OR WARRANTIES MADE BY MERCHANT USERS IN CONNECTION WITH THE PROMOS, PRODUCTS, GOODS, AND SERVICES OFFERED THEREBY, WITHOUT LIMITATION, THOSE OF TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, MERCHANTABILITY, SUITABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS WARRANTIES IMPLIED FROM A COURSE OF PERFORMANCE OR COURSE OF DEALING.

29.0 LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL KATANITECH, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS, BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOST BUSINESS DAMAGES, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES THAT RESULT FROM OR IN CONNECTION WITH (DIRECTLY OR INDIRECTLY) ANY OF THE FOLLOWING: (A) YOUR USE OR INABILITY TO USE THE SERVICE (OR ANY PART THEREOF); (B) MODIFICATION OR REMOVAL OF ANY CONTENT (INCLUDING USER CONTENT) OR OTHER INFORMATION SUBMITTED ON OR THROUGH THE SERVICE; (C) YOUR SUBSCRIPTION, ACCESS AND/OR USE OF THE SERVICE AND ANY DAMAGES LOSSES OR PERSONAL INJURY (MENTAL OR PHYSICAL) RESULTING THEREFROM, INCLUDING DEATH, DISABILITY, OR PROPERTY DAMAGE AND THE LIKE; (D) THESE TERMS OF USE AND ANY OTHER DOCUMENT WHICH MAY BE INCORPORATED BY REFERENCE HERETO; (E) ANY IMPROPER USE OF INFORMATION YOU PROVIDE TO THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY PERSONAL INFORMATION; (F) DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE, YOUR USER ACCOUNT OR THE INFORMATION CONTAINED THEREIN; (G) ERRORS, MISTAKES, OR INACCURACIES IN OR ON THE SERVICE (I.E. THE WEBSITE AND APP); (H) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREON; (I) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (J) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SOFTWARE BY A USER OR BY ANY THIRD PARTY; (K) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT OR OTHER INFORMATION POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE ON OR THROUGH THE SERVICE AND/OR; (L) THAT THE SERVICE (IN WHOLE AND IN PART) WILL BE UNINTERRUPTED, SECURE, VIRUS-FREE, OR ERROR FREE.

30.0 LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL KATANITECH, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, MERCHANT USERS, OR LICENSORS, BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, LOSS OF LIFE, DATA THEFT, DATA BREACH, DAMAGE TO PERSONAL PROPERTY, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN ANY WAY CONNECTED TO THE SERVICE (INCLUDING, ANY CONTENT OR OTHER INFORMATION CONTAINED ON THE SERVICE, OR MADE AVAILABLE THEREON, INCLUDING LINKS AND POINTERS TO ANY MERCHANT USER OR THIRD-PARTY WEBSITES, AND THEIR PRODUCTS AND SERVICES). IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY FAILURE OR DELAY BY US (OR OUR EMPLOYEES, AGENTS, OR REPRESENTATIVES) IN PERFORMING OUR OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF WHETHER THE FAILURE OR DELAY IS CAUSED BY AN EVENT OR CONDITION BEYOND OUR CONTROL. TO THE FULLEST EXTENT PERMITTED BY LAW, WITHOUT LIMITING THE GENERALITY OF THIS SECTION OR ANY OTHER SECTION LIMITING OUR LIABILITY, YOU AGREE THAT WE SHALL NOT BE RESPONSIBLE FOR THE ACTS OR OMISSIONS, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENT ACTS OR OMISSIONS OF THE MERCHANT USERS ON OUR SERVICE, OR OF ANY OF OUR INDEPENDENT CONTRACTORS, THIRD-PARTY PARTNERS, ANY OTHER THIRD-PARTY SERVICE PROVIDERS (INCLUDING THE PROVIDERS WE USE FOR THE OPERATION OF THE SERVICE). IN NO EVENT SHALL KATANITECH'S AGGREGATE LIABILITY FOR ANY DAMAGES, LOSSES, AND CAUSES OF ACTION WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE, OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY, OR OTHER THEORY, IN CONNECTION WITH OR ARISING OUT OF THESE TERMS OF USE OR FROM YOUR USE OR INABILITY TO USE THE SERVICE EXCEED THE AMOUNT PAID FOR THE APPLICABLE PROMO, OR IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO KATANITECH, ONE HUNDRED

DOLLARS (\$100.00), AS APPLICABLE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SERVICE (IN WHOLE OR PART) AND/OR YOUR DISAGREEMENT WITH THESE TERMS OF USE, IS TO STOP USING THE SERVICE (AND ANY PART THEREOF) AND REQUEST THE DELETION OF YOUR USER ACCOUNT. THE LAWS OF CERTAIN PROVINCES OR OTHER JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE RIGHTS IN ADDITION TO THOSE CONTAINED IN THIS AGREEMENT. THE LIABILITY LIMITATIONS IN THIS SECTION ARE NOT INTENDED TO LIMIT ANY WARRANTY PROVIDED DIRECTLY BY A MERCHANT USER OR BY THE APPLICABLE MANUFACTURER OF PHYSICAL PRODUCTS, NOR ARE THEY INTENDED TO LIMIT REMEDIES YOU MIGHT HAVE FOR PRODUCT-RELATED INJURY.

31.0 INDEMNIFICATION. You agree to defend, indemnify, and hold harmless KataniTECH, its subsidiaries, and affiliates, and their respective directors, officers, employees, agents, partners, and licensors from and against all claims and expenses, including, without limitation, attorneys' fees made by a third party, arising out of, related to, or in connection with any of the following: (a) your use of the Service (in whole or in part); (b) your actual or alleged breach or violation of these Terms of Use (including the Terms of Sale); (c) fraud you commit, illicit activity you engage in, or your intentional misconduct or gross negligence; (d) your violation of any applicable U.S., Canadian, or foreign law or rights of a third-party (including but not limited to the proprietary and intellectual property rights of another User of the Service); (e) any breach of any representation or warranty made by you in these Terms of Use; (f) your interactions, dealings and transactions with another User on our Service; (g) any action or inaction by a User, including, without limitation, but not limited to any harm caused to you by any such action or inaction of another User, and/or (h) any conduct, speech or content, whether online or offline, of any other third-party.

32.0 MISCELLANEOUS. If any provision is unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. Where a provision in the Terms of Use is found to be unlawful, void, or for any reason unenforceable, a lawful or enforceable term which best reflects the intention of the provision, as originally drafted, shall substitute. Our failure to enforce any right or provision of the Terms of Use will not be deemed a waiver of such right or provision. Unless otherwise specified, all references to amounts of money in these Terms of Use refer to Canadian (CAD) currency. The Terms of Use shall enure to the benefit of and are binding upon the parties and their respective successors and permitted assigns. KataniTECH may assign any or all of its rights hereunder to any party without your consent. You are not permitted to assign any of your rights or obligations hereunder without the prior written consent of KataniTECH, and any such attempted assignment will be void and unenforceable. Unless otherwise provided in these Terms of Use, nothing herein is intended or shall be construed to confer upon any person other than you and KataniTECH and their successors or assigns, any rights or remedies under or by reason of this Agreement. Violation of the Terms of Use may cause us irreparable harm and, therefore, you agree that we will be entitled to seek extraordinary relief including, but not limited to, temporary restraining orders, preliminary injunctions, and permanent injunctions without the necessity of posting a bond or other security, in addition to and without prejudice to any other rights or remedies that we may have for a breach of these Terms of Use, together with our Privacy Policy, and any schedules, exhibits, or other documents (which are attached or are incorporated by way of reference hereto) constitutes the entire agreement between you and regarding your access and use of the Service (in whole or in part), and supersede all prior or contemporaneous communications whether electronic, oral or written between you and KataniTECH regarding your use of the Service. The laws of the Province of Ontario, and the federal laws of Canada will govern these Terms of Use without giving any effect to any principles of conflict of law, and the exclusion of the Vienna Convention on the International Sale of Goods. You understand and agree that, by entering into these Terms of Use, you are waiving the right to a trial by jury or to participate in a class action concerning any claims arising concerning the Service, and the Promos which may be offered on the Service from time to time. All disputes shall be settled fully and finally and exclusively in the courts in Ottawa in the Province of Ontario. We cannot be held liable for failure or delay in fulfilling our obligations due to force majeure events, such as acts of God, acts of government, proclamations by government or international authorities, such as the declaration of a national or regional state of emergency, epidemics, pandemics, floods, fires, earthquakes, tsunamis, explosions, catastrophes, and other potential disasters, acts of war, military invasion, and occupations, international and internal civil conflict and hostilities (whether war is declared or not), acts of public enemies and terrorist threats or acts, riots, government order or law, sanctions,

embargoes, or blockades in effect on or after the date of these Terms of Use, action by any governmental authority; national or regional emergencies; strikes, labour stoppages or slowdowns, or other industrial disturbances; and other similar events and disturbances beyond our control. The parties confirm that it is their wish that these Terms of Use, as well as any other documents relating to this Terms of Use, including notices, have been and shall be drawn up in the English language only. Nothing contained in these Terms of Use will be deemed to establish a partnership, joint venture, association, or employment relationship between you or KataniTECH. In addition, we are not a subsidiary, agent, partner, associate, affiliate, representative, employee, contractor of any Merchant User that uses our Service. Headings are for reference purposes only and do not limit the scope or extent of such sections. Les parties reconnaissent avoir convenue que la présente convention ainsi que tous documents, avis et procédures judiciaires qui pourront être exécutés, donnés ou intentées à la suite des présentes ou ayant un rapport, direct ou indirect, avec la présente convention soient rédigée en anglais.

33.0 NOTICES. Except as explicitly stated otherwise, legal notices shall be served on KataniTECH via email to info@poptikr.com. We may give you legal notice by mail or e-mail to the address provided during the registration process. In these cases, notice shall be deemed given three (3) days after the date of mailing.

34.0 QUESTIONS AND INFORMATION REQUESTS. If you have any questions or concerns regarding these Terms of Use, your use of the Service, you may contact us by email at info@poptikr.com, or by courier at the address below:

KataniTECH Inc.
1385 Woodroffe Avenue, “F building”
Ottawa, Ontario, K2G-1V8, Canada