

End User Licence Agreement - Memoryz Inc. 2021

Licence

1. Under this End User Licence Agreement (the "Agreement"), Memoryz (the "Vendor") grants to the user (the "Licensee") a non-exclusive and non-transferable licence (the "Licence") to use Memoryz mobile app (the "Software").
2. "Software" includes the executable computer /mobile phone programs and any related printed, electronic and online documentation and any other files that may accompany the product.
3. Title, copyright, intellectual property rights and distribution rights of the Software remain exclusively with the Vendor. Intellectual property rights include the look and feel of the Software. This Agreement constitutes a licence for use only and is not in any way a transfer of ownership rights to the Software.
4. This Agreement grants a site licence to the Licensee. The Software may be loaded onto a maximum of four computers or four mobile phones.
5. The rights and obligations of this Agreement are personal rights granted to the Licensee only. The Licensee may not transfer or assign any of the rights or obligations granted under this Agreement to any other person or legal entity. The Licensee may not make available the Software for use by one or more third parties.
6. The Software may not be modified, reverse-engineered, or de-compiled in any manner through current or future available technologies.
7. Failure to comply with any of the terms under the Licence section will be considered a material breach of this Agreement.

Subscription Period, Fees and Free Trial

8. The Software is offered with a free trial period during which you can try our Software for 30 days from the date you agree to this Agreement. Once that trial period is up, you will only be able to continue using the Software by paying in advance "Subscription Fee" on a monthly basis.
9. The "Subscription Fee" will remain fixed during the Subscription Period.

10. Your Subscription Fee will auto-renew at the end of each billing cycle unless you cancel your subscription at least 24 hours before the end of your current billing cycle.
11. Invoices will be sent to your email address as soon as possible. Please do not leave your details blank on the subscription request.
12. The cost of your membership will be determined by the amount of data used and your subscription options.

Limitation of Liability

13. The Software is provided by the Vendor and accepted by the Licensee "as is". Liability of the Vendor will be limited to a maximum of the original purchase price of the Software. The Vendor will not be liable for any general, special, incidental or consequential damages including, but not limited to, loss of production, loss of profits, loss of revenue, loss of data, or any other business or economic disadvantage suffered by the Licensee arising out of the use or failure to use the Software.
14. The Vendor does not warrant that use of the Software will be uninterrupted or error-free. The Licensee accepts that software in general is prone to bugs and flaws within an acceptable level as determined in the industry.

Warrants and Representations

15. The Vendor warrants and represents that it is the copyright holder of the Software. The Vendor warrants and represents that granting the licence to use this Software is not in violation of any other agreement, copyright or applicable statute.

Acceptance

16. All terms, conditions and obligations of this Agreement will be deemed to be accepted by the Licensee ("Acceptance") on installation of the Software on the first mobile device.

User Support

17. The Licensee will be entitled to during active subscription of email support available from 9:00 AM to 5:00 PM Eastern, Weekdays only, at no additional cost.
18. The Licensee will be entitled to maintenance upgrades and bug fixes, at no additional cost, for a period of active subscription from the date of Acceptance.

Term

19. The term of this Agreement will begin on Acceptance and is perpetual.

Termination

20. This Agreement will be terminated and the Licence forfeited where the Licensee has failed to comply with any of the terms of this Agreement or is in breach of this Agreement. Upon termination of this Agreement for any reason, the Licensee will promptly destroy or delete the Software from all devices.

Force Majeure

21. The Vendor will be free of liability to the Licensee where the Vendor is prevented from executing its obligations under this Agreement in whole or in part due to Force Majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Vendor has taken any and all appropriate action to mitigate such an event.

Your Content

22. Upon acceptance of this Agreement and activation of Subscription the Licensee will be able to install Software to mobile devices of a primary "Care-giver" (Licensee) and secondary mobile device - "Care-receiver". In order to be considered as a Care-giver or Care-receiver a person must be older than 18 years of age.
23. The Software can not be used by or installed to mobile devices of anyone who is younger than 18 years of age.
24. While maintaining an active subscription, both Care-giver and Care-receiver will have access to the following "Services": mobile chat, chat-bot for Care-receiver, appointments calendar and reminder, photo sharing and call initiation through Software installed.
25. In order to use Services, both Care-giver and Care-receiver will be required to create a Memoryz account (an "Account") and provide Vendor with a username, password and email addresses.
26. Care-giver and Care-receiver are solely responsible for the information associated with their Accounts. Both must maintain the security of their Accounts and promptly notify Vendor if there is suspicion that Account was accessed by someone without permission.

27. The Services may contain information, text, links, graphics, photos, videos, audios, prescription drugs, calendar events GPS location, activity data, mobile sensor signals or other materials ("Content"), including Content created with or submitted to the Services by both Care-giver and Care-receiver through Software or Account ("Your Content"). Vendor take no responsibility for and do not expressly or implicitly endorse any of Your Content.
28. By submitting Your Content to the Services, you represent and warrant that you have all rights, power, and authority necessary to grant the rights to Your Content contained within this Agreement. Because you alone are responsible for Your Content, you may expose yourself to liability if you post or share Content without all necessary rights.
29. You retain any ownership rights you have in Your Content, but you grant Vendor the following license to use that Content:
30. When Your Content is created with or submitted to the Services, you grant Vendor a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, transferable, and sublicensable license to use, store and adapt Your Content. Improve our Software and Services based on Your Content. Train artificial intelligence algorithms to provide a better and more personalized experience for Care-giver and Care-receiver. Use Your Content in research.

Data Privacy

31. Vendor is committed to protect Licensee, Care-giver and Care-receiver personal information once it is received. Vendor implement physical, business and technical security measures. Despite Vendor's efforts, if Vendor learns of a security breach, Vendor will notify all parties involved so that Licensee can take appropriate protective steps.

Governing Law

32. The Parties to this Agreement submit to the jurisdiction of the courts of the Province of Ontario for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the Province of Ontario.

Miscellaneous

33. This Agreement can only be modified in writing signed by both the Vendor and the Licensee.

34. This Agreement does not create or imply any relationship in agency or partnership between the Vendor and the Licensee.
35. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.
36. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
37. This Agreement contains the entire agreement between the parties. All understandings have been included in this Agreement. Representations which may have been made by any party to this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.
38. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Vendor's successors and assigns.

Notices

39. All notices to the Vendor under this Agreement are to be provided at the following address:Memoryz: 700 Third Line, Oakville, Ontario L6L 4B1, CANADA