

Agents of Discovery Inc. Mobile App Terms of Service

Effective Date: March 21, 2023

1. INTRODUCTION

Welcome to the Agents of Discovery Inc. Mobile App Terms of Service. This platform allows partners to create, manage, and publish location-based games (called "**Missions**") in locations such as: schools or higher education (called "**Formal Education**"); parks, nature centres, and similar locations (called "**Informal Education**"); and retail outlets, business organisations, and other similar locations (called "**For-profit and Nonprofit entities**"). These definitions will hereinafter be referred to as "**Partners**".

Partners use our content creation tool (called the "**Mission Maker**") to publish to the Agents of Discovery Inc. mobile application (called the "**Mobile App**") - these are collectively referred to as the "**Platform**". Together, we are encouraging people of all ages across the globe to get active and engaged while discovering the world around them. We thank you for joining the Move to Play & Learn movement.

First, we want to go over the terms and conditions governing your use of the Mobile App (the "**Terms of Service**"). By using the Mobile App, you are agreeing to be bound by the Terms of Service. It is important you take the time to read the Terms of Service so you understand your obligations and responsibilities when using the Mobile App. Use of the Mobile App is also governed by Agents of Discovery Inc.'s Mobile App Privacy Policy and other relevant policies.

2. LICENCE

Agents of Discovery Inc. grants you a personal, limited, non-exclusive, non-commercial, and non-transferable licence to access and use the Mobile App only as expressly permitted under these Terms of Service. Any violation by you of the Terms of Service may give rise to immediate termination of your right to use the Mobile App, or other measures set out (but not limited to those) in Section 7 of the Terms of Service. Any use of the Mobile App other than as specifically authorised in the Terms of Service, without our prior written permission, is strictly prohibited and will terminate the licence granted herein.

3. RELIABILITY, AVAILABILITY AND SERVICEABILITY

Agents of Discovery Inc. will undertake commercially reasonable efforts to update and support the Platform so that the user experience can be enjoyed as intended. However, Agents of Discovery Inc. cannot and does not guarantee that the Platform will be 100% available, nor that third party or other events beyond its reasonable control will not impact the use of the Platform. In that regard, reasonable notice of planned service outages or planned upgrades can be expected.

4. ACCOUNT GUIDELINES

You are responsible for your login credentials and maintaining the security of your account. You are also responsible for all content posted or associated with your login credentials, so you should keep your password secure and not share your login credentials with other persons.

You are responsible for ensuring that your device has the system requirements to operate the Mobile App. You also accept that your experience of the Mobile App is limited to the extent that your device allows, and that said device has the capabilities to operate, manage, and use the Mobile App.

5. SAFE AND APPROPRIATE USE

While you are using the Mobile App, please be aware of your surroundings, and play and communicate safely. You agree that your use of the Mobile App is completely at your own risk, that you will not use the Mobile App to violate any applicable law or regulation, and that you will not encourage or enable any other individual to do so.

Further, you agree that in conjunction with your use of the Mobile App you will not make available any unlawful or inappropriate content (defined below). You agree that you will not submit inaccurate, misleading, or inappropriate content.

Agents of Discovery Inc. does not intend the Mobile App to be a medical or health device, or provide medical or health advice.

6. CONTENT RESPONSIBILITIES

Partners and players are entirely responsible for the content that they create, post, submit, approve, and/or publish to either the Mission Maker or Mobile App. Agents of Discovery Inc. does not pre-screen content prior to it being created, posted, approved or published to the Mission Maker or the Mobile App. Partners and players must not create, post, submit, approve or publish content (called the “**Prohibited Content**”) that is:

- Inappropriate for children or persons under the age of majority;
- Sexist, racist, hateful, violent, obscene, defamatory, or otherwise harmful to any person or group (including content that may be considered harassment, bullying, sexual, relating in any way to terrorism, or threatening in nature);
- Physically or psychologically endangering users of the Platform;
- Lacking reasonable sensitivity towards a natural disaster, atrocity, conflict, death, or other tragic event;
- Impersonating another person, group, brand, or organisation;
- Containing any information that is not true, accurate, complete and is misleading;
- Containing any viruses, bugs, worms, defects, Trojan horses, other items of a destructive nature or other elements that could impair, slow down or otherwise cause damage to the Platform or any third parties;
- Containing commercial messages or URLs;
- In violation of privacy laws, including but not limited to, the Children’s Online Privacy Protection Act (COPPA) and General Data Protection Regulation (GDPR); or,
- In violation of any law, including but not limited to, trademark, copyright, and intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, works of authorship, confidential information or trade secrets.

Please contact an Agents of Discovery Inc. representative at legal@agentsofdiscovery.com if you find any Missions that may be violating the above policies.

You expressly agree that Agents of Discovery Inc. shall not bear any legal liability, express or implied, in relation to any Prohibited Content. In case of a claim by a third party, you agree to indemnify Agents of Discovery Inc. against any and all claims and costs concerning Prohibited Content created, posted, approved, or published to the Mission Maker or the Mobile App.

7. NON-COMPLIANCE

Non-compliance with the Terms of Service may result in:

- Complete deletion of your content from the Mission Maker and the Mobile App;
- Full and complete termination of your access and use of the Mobile App; and/or,
- Legal action, including the requirement to indemnify Agents of Discovery Inc. against all claims concerning your violation of the Terms of Service and provide an indemnity to, and reimbursement for, Agents of Discovery Inc. for any and all costs incurred in enforcing the Terms of Service against such non-compliance.

8. OWNERSHIP OF CONTENT - GENERAL

Agents of Discovery Inc. claims no intellectual property rights over the content shared, submitted, created, posted, approved, or published to the Mission Maker or Mobile App, except the limited right to use your content for educational or promotional purposes. If you choose to share your content with others, you are agreeing to allow Agents of Discovery Inc. Partners to view your content within the Platform.

All other copyright, trademarks, and intellectual property rights in and relating to the Mission Maker and Mobile App belong to Agents of Discovery Inc. You may not duplicate, copy, or reuse any portion of the source code, visual design elements, or any other intellectual property concepts without express written permission from Agents of Discovery Inc. You may not reverse engineer or create any derivative work from the Mission Maker or Mobile App without the express written permission of Agents of Discovery Inc.

9. FEEDBACK AND SUGGESTIONS

You may choose to submit comments, bug reports, ideas or other feedback about the Mission Maker and/or the Mobile App, including without limitation about how to improve the Mission Maker and/or the Mobile App (collectively, "**Feedback**"). By sending any Feedback, you agree that we are free to use and distribute such Feedback to third parties at our discretion and without any compensation to you, whether on a non-confidential basis or otherwise. You hereby grant us a perpetual, irrevocable, non-exclusive, worldwide licence under all rights necessary for us to incorporate and use your Feedback for any purpose.

10. TERMS OF SERVICE MAY CHANGE

Please note that Agents of Discovery Inc. may change the Mobile App Terms of Service from time to time. This may include changing or removing any of the terms and conditions of, or adding new terms or conditions to, these Terms of Service. In the event of a change, we will inform you of such a change by displaying a notice of changes upon your access to the Mobile App. The notice will refer you to the most current version of the Terms of Service, and you will be required to agree to such changes in order to continue playing the Mobile App. You can also request the most current version of any Agents of Discovery Inc. Terms of Service at any time by emailing legal@agentsofdiscovery.com.

Furthermore, any new features that change or enhance the Mission Maker and/or Mobile App, including the release of new tools and resources, will be subject to the most current version of the Mobile App Terms of Service.

11. PRIVACY STATEMENT

By agreeing to this Mobile App Terms of Service, you agree to our collection and use of information as outlined below. Agents of Discovery Inc. is committed to your right to privacy. Agents of Discovery Inc. collects information from your use of the Mission Maker and Mobile App, including:

- Any information you give us when interacting with the Mission Maker, the Mobile App or in any other way;
- Any information we automatically receive and collect from your device to support your use of the Mission Maker and the Mobile App;

Please see our Mobile App Privacy Policy for the full statement on what information is collected and/or used by Agents of Discovery Inc.

12. USE OF INFORMATION YOU GIVE US

Agents of Discovery Inc. will use your information you give us in connection with your use of the Mission Maker and the Mobile App, which may include (but is not limited to) your name, email address, phone number, username, age, grade, or other information unique to you:

- For the purposes for which you gave it to us, such as account registration and activation;
- To communicate with you about new features, announcements, products, and services;
- To verify your identity;
- To provide customer service and review issues with your account;
- To allow you to share your experiences using our services and your content created with our services with others;
- To update you on changes to our services, Privacy Policy, Terms of Service, and other administrative communications;
- To provide feedback to Partners regarding their Missions' success;
- To improve our products, services, and business processes; and,
- To customise content available through our services.

13. DISCLOSURE OF INFORMATION

Agents of Discovery Inc. avoids sharing personal information where possible. Any sharing of your personal information is carried out as expressly set out in our Privacy Policy. Agents of Discovery Inc. may provide access to your personal information in case of illegal use, when Agents of Discovery Inc. receives orders from legal authorities or to protect our rights.

Agents of Discovery Inc. may share player usernames and Mission progress with Partners in formal and informal education areas for the purposes of evaluating educational value and improving educational Mission outreach on the Platform. Aggregate Mission progress is also provided to all Partners for the purpose of providing feedback regarding a Mission's success.

Additionally, some Missions may involve 'Photo Player Response' or 'Text Player Response' Challenges in which the player must submit a response in the form of text or a photo taken with their device's camera. The submitted data from these Challenges will be available to the Mission's Partners if the user is logged into an account.

14. SECURITY

Agents of Discovery Inc. strives to utilise best practices in all areas of data security and ensures that steps are taken to keep your data safe while the data is in transit and/or at rest. We employ physical, electronic, and procedural safeguards to ensure the security and safety of your data that we collect, process and maintain. However, please be informed that despite all the safeguards, no security or other safeguards can prevent all security breaches. Consequently, we cannot fully guarantee the security and safety of any personal information that you transfer to us.

15. RIGHT TO BE FORGOTTEN

You may request complete removal of your personal information and data at any time by emailing legal@agentsofdiscovery.com. However, your experience with core functions of the Mission Maker or the Agents of Discovery Inc. Mobile App may be compromised or detrimentally affected if a data removal process is undertaken.

16. SUBMISSION TO JURISDICTION

This Agreement will be governed by and construed in accordance with the laws of the Province of Alberta and applicable laws of Canada without reference to conflict of laws rules which might refer any matter to the laws of another jurisdiction. Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of the Province of Alberta.

17. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Agents of Discovery Inc., its parents, subsidiaries, and affiliates, and each of their respective officers, directors, attorneys and employees from any and all claims, liabilities, costs, and expenses, including, but not limited to, attorneys' fees and expenses, arising out of a breach by you or any user of your account of these Terms of Service or arising out of a breach of your obligations, representation and warranties under these Terms of Service. You agree to indemnify, defend, protect and hold harmless Agents of Discovery Inc. from and against all losses, claims, and expenses (including attorneys' fees and costs) arising out of or relating to: (1) your breach of any terms of this Agreement, (2) the determination by a jurisdiction that you have improperly utilised the services of Agents of Discovery to violate the laws and regulations of the jurisdiction; (3) your use of the Platform or the Mobile App or your failure to pay any sums due to Agents of Discovery or any local government; or (4) your supplying inaccurate, out of date, erroneous, misleading, or otherwise incorrect information as well as any action taken by you as a direct or indirect use of the Mobile App and or which result from the information displayed by the Platform or the Mobile App.

You shall indemnify, defend and hold harmless Agents of Discovery Inc. and affiliates and their respective officers, employees and agents, and each of Agents of Discovery Inc.'s software, app and/or application partners, from any and all claims, demands, damages, costs, and liabilities including reasonable attorneys' fees, made by any third party due to or arising out of your acts or omissions, including claims arising out of your use of the Platform or Mobile App or your violation of the Terms of Service.

You agree to indemnify and defend Agents of Discovery Inc. and its affiliates from and against any and all claims, liabilities, damages, losses, costs, expenses, fees of any kind (including reasonable attorneys' fees and legal costs), arising from or relating to: (a) the use of the Platform or Mobile App by you; (b) the violation of these Terms of Service by you or anyone using your account; or (c) the violation of any rights of any third party, including intellectual property, privacy, publicity, or other proprietary rights by you or anyone using your account. Agents of Discovery Inc. reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you. If we do assume the defence of such a matter, you will reasonably cooperate with Agents of Discovery Inc. in such defence.

You agree to defend, indemnify and hold Agents of Discovery Inc. harmless from and against any and all claims, damages, costs, and expenses, including attorneys' fees, arising from or in any way related to your failure to comply with these Terms of Service or use of the Platform or Mobile App.

You understand and agree that Agents of Discovery Inc. is not an insurer and no insurance coverage is offered herein. Agents of Discovery Inc. is not assuming liability and therefore shall not be liable to you for any loss or injury sustained by you as a result of any cause whatsoever, regardless of whether or not such loss or injury was caused by or contributed to by Agents of Discovery Inc.'s negligent (including gross negligence) performance to any degree or failure to perform any obligation or strict products liability. You release Agents of Discovery Inc. from any claims for contribution, indemnity or subrogation.

If anyone other than you, including your insurance, asks Agents of Discovery Inc. or representatives to pay for any loss, damage, cost or expense (including economic losses, property damage, personal injury, or death) arising out of or from, in connection with, related to, as a consequence of, or resulting from any reason, including (1) the active or passive, sole, joint or several negligence of any kind or degree of Agents of Discovery Inc. or any of its representatives, (2) the improper operation of the Platform or Mobile App, (3) a breach of contract, or (4) any claims for subrogation, indemnification or contribution, you agree to defend, indemnify and hold Agents of Discovery Inc. or its representatives harmless (without any condition that Agents of Discovery Inc. or representatives first pay) from any and all such loss, damage, cost and expense, including attorneys' fees, which may be asserted against or incurred by Agents of Discovery Inc. or any of the representatives in connection with any and all such claims to the fullest extent permitted by applicable law. Your duty to indemnify, including the cost and duty to defend and hold Agents of Discovery Inc. and its representatives harmless shall include all of the Agents of Discovery Inc.'s personnel-related costs, overhead, experts' fees, actual attorneys' fees, court costs and all related expenses, including all fees and costs incurred to enforce and establish rights under this indemnification provision.

18. WAIVER

Our failure to insist upon or enforce any provision of these Terms of Service shall not be construed as a waiver of any provision or right of Agents of Discovery Inc. The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver of the right of such party to assert or rely upon such provision or right in any other instance.

Any waiver of any breach of this Agreement, by you or Agents of Discovery Inc., shall not be construed as a waiver of any subsequent breach. Your rights and Agents of Discovery Inc.'s rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein.

You release, waive, discharge and promise not to sue or bring any claim of any type against Agents of Discovery Inc. for loss, damage or injury relating in any way to services provided by Agents of Discovery Inc.

19. LIMITATIONS ON LIABILITY

To the maximum extent permitted by applicable law, the Platform and Mobile App is provided to you and used by you on an "as is" and "as available" basis without warranty or condition of any kind, express or implied. Agents of Discovery Inc. hereby disclaims all warranties and conditions with respect to the Platform and the Mobile App, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title, non-infringement, and absence of errors, bugs, viruses, and/or mechanisms which may disable, damage or interfere with computer systems or networks.

You acknowledge that your use is at your sole risk and that Agents of Discovery Inc. shall not be liable for any damages of any kind related to your use of the Platform or Mobile App. Agents of Discovery Inc. makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the Platform or Mobile App or data therein for any purpose.

In no event will Agents of Discovery Inc. be liable to any party for any direct, indirect, incidental, special, exemplary, consequential, or other damages (including, but not limited to, lost profits, business interruption, loss of programs or data) without regard to the form of action and whether in contract, tort, negligence, strict liability, or otherwise, arising out of or in connection with this site, any content on or accessed through this site or any site service linked to, or any copying, displaying, or use thereof.

This disclaimer of liability applies to any damages or injuries caused by the Platform or Mobile App, including, without limitation, those damages or injuries occurring as a result of: (i) any error, omission, deletion, or defect in the content available on the Platform or Mobile App; or (ii) any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of records, information or data, unauthorised access to,

alteration of, or use of records, information or data, whether for breach of contract, tort, negligence, defamation, or any other cause of action. Agents of Discovery Inc. does not warrant or guarantee that access to the Platform or Mobile App will be uninterrupted or error-free.

Agents of Discovery Inc., its officers, employees, representatives, agents, attorneys, or directors on no occasion will be held liable for and indirect, consequential, incidental, or punitive damages in the event not limited to loss in profits or loss of data. Whatever the reason resulting in any claim may be, such as but not limited to personal injury, negligence, breach of contract, whether or not we were advised of the possibility of such damages at any time.

Agents of Discovery Inc. does not accept any responsibility or liability for your safety, including but not limited to: negligence or failure to act in a safe manner, personal injury, death or other consequences suffered by you or any third parties.

You acknowledge and agree that, to the fullest extent permitted by applicable law, regardless of the form of action, whether in contract, tort (including negligence) or otherwise, in no event will Agents of Discovery Inc. or its affiliates, including, without limitation, their respective officers, directors, employees, successors and assigns, be liable to you or any other party for any direct or indirect loss, damage, cost, expense or liability of any kind arising in any way out of or in connection with the availability, use, accuracy, reliance on, or inability to use the Platform or Mobile App.

20. LIQUIDATED DAMAGES

Agents of Discovery Inc.'s liability to you shall be limited to any payments made by you to Agents of Discovery Inc. or \$500, whichever is greater. This agreed-upon amount is not a penalty. Rather, it is your sole remedy alternatively to termination of service alone. The provisions of this paragraph apply no matter how the loss, damage, injury or other consequence occurs, even if due to the performance or non-performance by Agents of Discovery Inc. of its obligations under this Agreement or from negligence (active or otherwise), strict liability, violation of any applicable law or any other theory of liability or alleged fault on the part of Agents of Discovery Inc., its agents or its employees.

If you are dissatisfied with any portion of the Platform or Mobile App, or with any of these terms and conditions, your sole and exclusive remedy, unless liquidated damages above are lawfully awarded, is to discontinue using the Platform or Mobile App.

21. FORCE MAJEURE

You understand that the technical processing, functioning and transmission of the Platform or Mobile App may involve (i) transmissions over various networks; and (ii) changes to content to conform and adapt to technical requirements of connecting networks or devices. Agents of Discovery Inc. assumes no responsibility for the deletion or failure to store content or other information. Agents of Discovery Inc. accepts no responsibility or liability for any interruption or delay of any service. Due to the potential for service interruption or outages on phone lines, internet service or mobile phone systems or other communication systems, none of which are within the control of the Agents of Discovery Inc., your connection to the Platform or Mobile App is not guaranteed. Users who use cable or Voice over Internet Protocol (VOIP) for their service are subject to additional consistency and reliability issues. Agents of Discovery Inc. is not responsible for, and shall have no liability with respect to, service interruption, outages or failure of customer's telephone service.

To the extent Agents of Discovery Inc. may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of Agents of Discovery Inc.'s liability will be the minimum permitted under such law. Some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.

We shall not have any liability to you as a result of our delay or failure to perform our obligations under this Agreement as a result of reasons beyond our reasonable control including but not being limited to acts of God, war, riot, food, earthquake, epidemics or pandemics, actual or threatened terrorism, power failures, equipment failure, communications interruptions, fire, labor disputes, subcontractor or supplier delays or failures, strikes, utility failures, civil commotion, malicious damage, explosion, governmental actions, financial constraints and any other similar events.

22. TERMINATION

This Agreement is for an indefinite period of time and may be terminated by either party for any reason or no reason at all. Agents of Discovery Inc. reserves the right to suspend access to the Platform or Mobile App at any time for any reason.

If you no longer accept these Terms of Service, or any future modification to these Terms of Service, you must cease using the Platform and Mobile App. Continued use of the Platform or Mobile App indicates your continued acceptance of these Terms of Service.

23. SEVERABILITY

If any provision of this Agreement is unenforceable, it shall not affect the enforceability of the remaining provisions of this Agreement.

If for any reason a court of competent jurisdiction finds any provision of these Terms of Service, or any portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of these Terms of Service, and the remainder of these Terms of Service shall continue in full force and effect.

Following termination of these Terms of Service, limitations on Agents of Discovery Inc.'s liability and indemnification by you shall survive termination and continue to apply.

24. CONTACT US

If you have any questions, we would be happy to answer them. Do not hesitate to contact us for any inquiries you might have through the following contact details:

Email: legal@agentsofdiscovery.com

Address: 201-2040 Springfield Road, Kelowna, BC, Canada, V1Y 9N7

Phone: 1-855-564-7328