

Terms And Conditions Of Service

This version in effect as of 2ND of June, 2020.

These Terms and Conditions of Service (“**Terms**”) apply to your use of Data On Tap Inc. (“**DOT**”) website and services which are provided under the **dotmobile™** brand, through the dotmobile.ca or dotmobile.app websites (Collectively, “**Website**”) and the dotmobile application for iOS and Android (“**Application**”). These services and all information, features and functionalities are collectively referred to herein as (“**Services**”) and include but are not limited to Account Registration, Connectivity Intelligence, Network Outage Alerts and Marketplace, each as defined or described below.

PLEASE READ THESE TERMS CAREFULLY as they govern your use of DOT’s Website and Application and **exempts DOT and other parties from liabilities or limits their liability and contains other important provisions.**

IN CONSIDERATION OF BEING PERMITTED TO USE OUR SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS, AS AMENDED FROM TIME TO TIME. **THESE TERMS ARE A LEGAL CONTRACT** BETWEEN DATA ON TAP INC. AND YOU. IF YOU DO NOT AGREE TO THESE TERMS IN WHOLE OR IN PART, YOU ARE NOT PERMITTED TO USE OUR SERVICES.

You may use our Service only if have reached the age of majority where you live and can form legally binding contracts under applicable law. The Marketplace products are only shipped to addresses in Canada.

About Dot

DATA ON TAP INC. operating as dotmobile, is a Canadian Company with offices at 219 Dufferin Street, Suite 205B, Toronto, ON M6K 3J1. When used in these terms, ‘we’, ‘us’, and ‘our’ refer to DOT.

We reserve the right, at our sole discretion, to modify or replace these Terms at any time without incurring any liability or obligation. You may not change the terms of this agreement in any manner. See below under the heading “Modification of The Service and Terms” for more information.

Privacy

The protection of your personal information is important to us. By accepting these Terms, and each and every time you access our Services, you consent to the collection, use and disclosure of your personal information by DOT.

By accepting these Terms and each and every time you access our Services, you consent to the collection, use and disclosure of your personal information by DOT in accordance with our [Privacy Policy](#).

Data on Returned Products

When returning products purchased from the Marketplace, you are responsible for ensuring that all your data and personal information are properly removed before you return them. DOT is not responsible for any use by a third party of personal data left behind on returned products.

Marketplace Orders Shipped to a Third Party

If you choose to ship your order to an address other than your own, you represent and warrant that you have obtained all necessary consents from the third party to whom you are shipping the order to permit DOT to collect, use, and disclose their personal information for the purposes of fraud prevention and processing and shipping the order.

Our Role

We currently provide the following Services to you through our Website and Application:

Connectivity Intelligence

By geo-location, location history and other information which we collect through your device, we track, monitor and report to you the information about your connectivity and device, which includes, but is not limited to:

- the quality of your connectivity;
- the quality of networks you are using;
- quality and efficiency of your device;
- possible ways to obtain better connectivity;
- possible network outages in your area;
- total data used in a period of time.

Marketplace

The Marketplace is an online platform that connects you to products and services from vendors ("Products") that include but are not limited to:

- Phones and Accessories
- Includes the selling of phones and accessories from third party vendors and platform users (members)
- Protect & Repair
- Includes obtaining estimates of cost for repairs from third party service providers
- Trade & Recycle

- Includes information on best deals for trading in your phone and how to responsibly recycle your phone

DOT offers the Products of the suppliers for sale at the stated price to facilitate the transaction between you and the suppliers. DOT is not a phone store, it does not provide the Products itself and merely connects you to suppliers who may have their own terms and conditions of sale and their own warranties. Unless applicable consumer law provides otherwise, DOT is not responsible for the quality, character or safety of any Products available through the Service. That is the sole responsibility of the suppliers. The provision of the Product and fulfilment of any Orders by the suppliers constitutes an agreement entered into between you and the suppliers. DOT will never be a party to such agreement.

Registering For The Service

You have to be at least the age of majority in your jurisdiction of residence in order to use the Services. If you reside in a jurisdiction that restricts the use of the Services because of your age, or restricts your ability to enter into contracts due to age, you must abide by such age limits and you must not use the Services.

In order to use our Services, you must first register for the Services. To register for the Service, you must complete the registration process by providing DOT with your current e-mail address and a password and other required information used for verification purposes. You may also register through your Facebook or Google account.

Password, Security & Verification

You agree to protect your password and take full responsibility for your own and any third party use of your account. You are solely responsible for any and all activities that occur under your profile. You agree to change your password immediately upon learning of any unauthorized use of your profile or any other breach of security.

You warrant that the information you provide to DOT is accurate and complete and that you will keep the information you have provided to DOT current through the Service. At all times, DOT is entitled to verify the information that you have provided and to deny you access the Service without providing any reasons.

In connection with your use of the Service, DOT may send you electronic service messages. These electronic messages may be sent for various reasons, including to notify you of future product releases, to convey security information, or to convey changes to our privacy policy and/or our Terms and Conditions of Service. For information about promotional and marketing messages, please refer to our [Privacy Policy](#).

Placing Orders

If you have any issues with any order you place through us (your "Order"), including any issue regarding the accuracy of information provided through the Services, or wish to change or cancel your Order, you may do so by accessing the order history section of your account and choosing the appropriate course of action you wish to take.

If you wish to return an item, you may also do so through your account or by contacting us directly at support [@dotmobile.app](https://dotmobile.app) and we will assist you in resolving your issue. We cannot guarantee that we can resolve any complaint or issue you may have. Once an Order has been accepted, resolution is at the sole discretion of the vendor. If we are unable to assist you in resolving a complaint, you will need to address it directly with the vendor. DOT has no obligation to compensate you for any dispute you may have with any vendor.

Fees

DOT will identify pay per use services (if any). All Services and fees will be charged to the registered account in real time.

Acceptable Use

You may only access the Service using the means and methods permitted by DOT. It is your responsibility to ensure you download the correct application ("Application") for your device. DOT is not liable if you do not have a compatible mobile device or if you download the wrong version of the Application for your mobile device. DOT reserves the right to terminate your use of the Services should you be using the Services with an incompatible or unauthorized device.

By using the Services, you further agree that:

1. You will only use the Services or download the Application for your sole, personal use and will not resell it to a third party;
2. You will not authorize others to use your account;
3. You will not assign or otherwise transfer your account to any other person or legal entity;
4. You will not use the Services for unlawful purposes, including but not limited to sending or storing any unlawful material or for fraudulent purposes;
5. You will not use the Services to cause nuisance, annoyance or inconvenience;
6. You will not impair the proper operation of any network accessed through the Services;
7. You will not try to harm the Services in any way whatsoever;
8. You will not copy or distribute the Website or Application without written permission from DOT;
9. You will keep secure and confidential your account password or any identification we provide you which allows access to the Services;
10. You will provide us with whatever proof of identity we may reasonably request;
11. You will only use the Services through an internet connection you are authorized to use;
12. You will not use the Services with an incompatible or unauthorized device; and
13. You will comply with all applicable laws including the laws of the area in which you are present while using the Services.

DOT reserves the right to immediately terminate your use of the Services should you not comply with any of the above rules. DOT will have the right to investigate and prosecute violations of any of the above to

the fullest extent of the law. DOT may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms.

You acknowledge that DOT has no obligation to monitor your access to or use of the Services, but has the right to do so for the purpose of operating the Services, to ensure your compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body.

Payment

DOT will charge you on behalf of the Vendors for orders placed by you in our Marketplace. You agree that you will pay for all Products you purchase and that DOT may charge you, refund or credit you the total amount for your Order using the payment method provided by you (including any taxes and late fees, as applicable).

You are responsible for the timely payment of all fees and for providing DOT with a valid method of payment at all times. Payment options available to you when registering for the Services may include all major credit cards, VISA debit, Apple Pay and Google Pay. DOT may add additional payment methods.

DOT does not store your payment card details, it uses a third-party payment processor (the "Payment Processor") to link the payment card you provide to the Services, and by using this third-party service, you agree to its terms and conditions of service.

The processing of payments or credits, as applicable, in connection with your use of the Services will be subject to the terms, conditions and privacy policies of your payment card issuer in addition to these Terms. DOT is not responsible for any errors by the Payment Processor.

Indemnification

By accepting these Terms and using the Services, you agree that you shall indemnify and hold harmless DOT, its affiliates, licensors, and each of their officers, directors, other users, employees, attorneys and agents (collectively "DOT group") from and against any and all claims, costs, damages, losses, liabilities and expenses (including legal fees and costs) arising out of or in connection with: (i) your violation or breach of these Terms or any applicable law or regulation, whether or not referenced herein; (ii) your violation of any rights of any third party, or (iii) your use or misuse of the Services.

Liability

THE LEGISLATION OF CERTAIN JURISDICTIONS INCLUDING QUEBEC'S CONSUMER PROTECTION ACT DOES NOT ALLOW FOR CERTAIN EXCLUSIONS OF LIABILITY, SO THAT SOME OF THE PROVISIONS BELOW OR ANYWHERE ELSE IN THESE TERMS MAY NOT APPLY TO YOU. FOR THE AVOIDANCE OF DOUBT NOTHING IN THESE TERMS SHALL AFFECT YOUR APPLICABLE STATUTORY RIGHTS.

YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY GUARANTEES, REPRESENTATIONS OR WARRANTIES OF ANY KIND (WHETHER EXPRESS OR IMPLIED), ALL OF WHICH ARE HEREBY DISCLAIMED BY US TO THE FULLEST EXTENT PERMITTED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DOT DOES NOT REPRESENT, WARRANT, OR GUARANTEE THAT: (I) THE APPLICATION OR SERVICES WILL MEET YOUR REQUIREMENTS; (II) THE APPLICATION OR SERVICES WILL BE UNINTERRUPTED, TIMELY,

SECURE OR ERROR-FREE; OR (III) ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR PERSONAL EXPECTATIONS OR BE OF A CERTAIN QUALITY.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY UNDERSTAND AND AGREE THAT NO MEMBER OF THE DOT GROUP SHALL BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING LOSS OF PROFITS, REVENUE, ECONOMIC ADVANTAGE, GOODWILL, LOSS OF OR DAMAGE TO DATA, OPPORTUNITY OR SALES, DAMAGES FOR PERSONAL INJURY, OR FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OR OTHER INTANGIBLE LOSSES (WHETHER OR NOT THE DOT GROUP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING, WHETHER IN CONTRACT OR TORT LAW, FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICES, INCLUDING DAMAGES CAUSED BY MALWARE, VIRUSES OR ANY INCORRECTNESS OR INCOMPLETENESS OF ANY CONTENT YOU MAY ACCESS; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (III) UNAUTHORIZED ACCESS TO, LOSS, OR ALTERATION OF YOUR TRANSMISSIONS OR DATA SUBMITTED TO OR RECEIVED FROM THE SERVICES; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE, RELEASE AND DISCHARGE DOT GROUP FROM ALL LEGAL CLAIMS, DEMANDS, DAMAGES, ACTIONS OR CAUSES OF ACTION IN RESPECT OF THE FOREGOING. DOT WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY FAILURE TO PERFORM, OR DELAY IN PERFORMANCE OF, ANY OF OUR OBLIGATIONS UNDER THESE TERMS THAT IS CAUSED BY EVENTS OUTSIDE OUR REASONABLE CONTROL.

WITHOUT PREJUDICE TO THE FOREGOING, THE AGGREGATE LIABILITY OF DOT GROUP TO YOU IN CONNECTION WITH THESE TERMS AND YOUR USE OF THE SERVICES SHALL IN NO EVENT EXCEED \$100.00 CANADIAN.

NO INFORMATION OR ADVICE GIVEN BY US OR OUR AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY. THERE ARE NO REPRESENTATIONS, WARRANTIES OR ENDORSEMENTS IN RESPECT OF THIRD-PARTY GOODS OR SERVICES ADVERTISED ON OR OFFERED THROUGH THE SERVICES.

DOT IS NOT RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN USERS AND THIRD PARTIES, INCLUDING MARKETPLACE VENDORS.

Content

For the purpose of these Terms, the following definitions apply:

"Content" means all content featured or displayed, including, but not limited to, logos, icons, trademarks, text, graphics text, graphics, photographs, images, moving images, sound, illustrations, music, software (excluding the Application), opinions, remarks, comments, artwork, links, questions, suggestions, information or other materials.

"DOT Content" means Content owned or used by DOT, its affiliates or third-party licensors and made available through the Services, but excluding User Content.

"User" means a person who accesses or uses the Services.

"User Content" means Content that a User posts, uploads, publishes, submits or transmits to be made available through the Services.

"Collective Content" means, collectively, DOT Content and User Content.

Subject to your compliance with these Terms, DOT grants you a limited, revocable, non-exclusive, non-transferable license:

1. to view, download and print any DOT Content solely for your personal and non-commercial purposes; and
2. to view any User Content to which you are permitted access solely for your personal and non-commercial purposes.

User can use the Services for purposes of User Content. However, User may not use DOT Content at all, except for collective content.

Unless otherwise stated, the copyright and other intellectual property rights in the DOT Content are owned by us, the third party marketplace vendors or our other licensors. These works are protected by copyright laws, trademark laws, and other intellectual property laws and treaties, both in Canada and around the world and all rights therein are reserved. **For the purposes of these Terms, any use of extracts from the DOT Content other than in accordance with these Terms is prohibited.**

You have no right to sublicense the license rights granted in this section. You may not use, copy, adapt, modify, create derivative works from, distribute, license, sell, transfer, publicly display, publicly perform, reproduce, transmit, stream, broadcast or otherwise exploit the Collective Content, except as expressly permitted in these Terms. You may not reuse any Collective Content without first obtaining the written consent of DOT. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by DOT or its licensors, except for the licenses and rights expressly granted in these Terms. Any rights not expressly granted in these Terms are reserved to DOT.

Application License

Subject to your compliance with these Terms, DOT grants you a limited, non-exclusive, revocable, non-transferable license to download and install a copy of the Application on a single mobile device that you own or control and to run such copy of the Application solely for your own personal use. You shall not:

1. license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Application in any way;
2. modify or make derivative works based upon the Application;
3. create Internet "links" to the Services or "frame" or "mirror" any Application on any other server or wireless or Internet-based device; or
4. reverse engineer or access the Application in order to: (i) design or build a competitive product or service; (ii) design or build a product using similar ideas, features, functions or graphics of the Application; (iii) copy any ideas, features, functions or graphics of the Application; (iv) launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Application; (v) misuse the Application, including by hacking or "scraping"; (vi) send spam or otherwise duplicative or unsolicited messages of any kind in violation of applicable laws; (vii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or anything which would violate third party privacy rights; (viii) send or store material containing software viruses, worms, Trojan horses or other harmful

computer code, files, scripts, agents or programs; (ix) interfere with or disrupt the integrity or performance of the Application; or (x) attempt to gain unauthorized access to the Application or its related systems or networks.

Intellectual Property Ownership

DOT alone (and its third party licensors, where applicable) own all right, title and interest, including all related intellectual property rights, in and to the Website, Application and the Services and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Website, Application or the Services.

These Terms do not constitute a sale and do not convey to you any rights of ownership in or related to the Website, the Application or the Services, or any intellectual property rights owned by DOT. Data On Tap Inc.'s name, logo, and the product names associated with the Services such as "dotmobile" are trademarks of DOT, its affiliated companies or third parties, and no right or license is granted to use them.

Third Party Interactions

During use of the Services, you may enter into correspondence with, purchase goods or services from, or participate in promotions of Vendors, advertisers or sponsors through a link on the Website or through the Application or Services. These links take you off the Website, the Application and the Services and are beyond DOT's control. The websites you can link to have their own separate terms and conditions as well as privacy policies. DOT is not responsible and cannot be held liable for the content and activities of these websites. You therefore visit or access these websites entirely at your own risk.

Please note that these other websites may send their own cookies to users, collect data or solicit personal information, and you are therefore advised to check the terms of use or privacy policies on those websites prior to using them.

Entire Agreement

The Terms (including any referenced documents) constitute the entire agreement between you and DOT and governs your use of the Services, superseding any prior version of these Terms between you and DOT.

Waiver And Severability Of Terms

The failure of DOT to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction or arbitrator to be invalid, the parties nevertheless agree that the court or arbitrator should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

Modification Of The Services And Terms

DOT reserves the right, at its sole discretion to change, suspend, or discontinue the Services (including without limitation, the availability of any feature or content) at any time. DOT may also impose limits on certain features and Services or restrict your access to parts or all of the Services without notice or liability.

DOT reserves the right, at its sole discretion, to modify or replace any of these Terms. If we change these Terms, we will provide notice to you by posting the revised Terms on our Website and by indicating at the top of this page the date these Terms were last updated. Such changes will be effective when the revised Terms are posted to our Website. You should check the Terms frequently for any revisions, and especially before your use of the Services. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new Terms, in whole or in part, please stop using the Services.

We will also provide you 30 days' prior notice in advance of these changes taking effect, if required by law. If you are a Quebec resident and the modified Terms either increase your obligations or reduce our obligations, you may send us a notice thirty (30) days after the modified Terms come into force to indicate your refusal of the modified terms and to request the termination of our Services by closing your dotmobile account and deleting the dotmobile Application. Upon receipt of such notice, we will close your dotmobile account without cost or penalty.

Notices

DOT may give notice by means of a general notice sent through the Application, or by electronic mail to your email address on record in DOT's account information, or by written communication sent by regular mail to your address on record in DOT's account information for purposes related to delivering our Services.

Assignment

You may not assign your rights under these Terms without prior written approval of DOT.

Applicable Law And Dispute Resolution

To the fullest extent permitted by applicable law, you irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the Province of Ontario, Canada, with respect to any dispute, controversy or claim (a "Dispute") arising out of or in connection with these Terms or your use of the Services. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms and is hereby expressly excluded. If you are a resident of the Province of Quebec, Canada, the laws in that province will apply and the courts in that province will have jurisdiction over any Dispute.

WHERE PERMITTED UNDER APPLICABLE LAW, YOU AND DOT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and DOT agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

If you are located in, are based in, have offices in, or do business in a jurisdiction in which the following provision is enforceable, the following mandatory arbitration provision applies to you. You agree that any Dispute shall be submitted to and determined by binding arbitration in accordance with the applicable rules of the American Arbitration Association. The number of arbitrators shall be one and the parties shall mutually agree and appoint an arbitrator within 10 days of the delivery of the notice of arbitration, failing which the arbitrator shall be appointed by International Center for Dispute Resolution Canada. The place of arbitration shall be Toronto, Ontario, Canada. The language of arbitration shall be English. By agreeing to this provision, the parties agree that arbitration shall be the exclusive forum for resolving all Disputes and the decision of the arbitrator shall be final and binding upon both parties hereto. The decision of the arbitrator shall be executory, and judgment thereon may be entered by any court of competent jurisdiction.

Termination

THIS AGREEMENT IS EFFECTIVE UNTIL TERMINATED BY YOU OR DOT. YOU MAY TERMINATE THIS AGREEMENT AT ANY TIME BY DELETING YOUR ACCOUNT AND DISCONTINUING YOUR USE OF THE SERVICES. You can close your user account at any time by following the instructions on our website and through the 'Delete my account' feature in your account. DOT is entitled to terminate your use of the Services at any time without notice and with immediate effect (by disabling your use of the Application and the Services) for any reason, including, if you: violate or breach any term of these Terms, or in the opinion of DOT, misuse the Application or the Services.

The information on your account will be kept according to our [Privacy Policy](#) and data retention practices, and pursuant to applicable law.

Other Matters

If you are a resident of the Province of Quebec, the following clause applies: The parties hereby confirm that they have requested that this User Agreement and all related documents be drafted in English. Les parties ont exigé que la présente convention et tous les documents afférents soient rédigés en langue anglaise.