

TERMS OF SERVICE

Last Updated: December 2016, V1.0

This Terms of Service (the “**Agreement**”) sets forth the terms and conditions that apply to your access and use of the internet website owned and operated by Tiny Pixels Technology Inc. (“**Tiny Pixels**”, “**we**”, “**our**” or “**us**”, or the “**Tinypx**” product) and located at “www.tinypx.com” (the “**Site**”) and the services available thereon, including without limitation the services that enable you to use the Tinypx API to perform image processing manipulations in real-time and its related web application interface and account administration functionality (the “**Services**”).

BY ACCEPTING THIS AGREEMENT, EITHER BY COMPLETING THE ONLINE APPLICATION PROCESS BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, OR BY EXECUTING A SUBSCRIPTION THAT REFERENCES THIS AGREEMENT, OR BY ACTIVATING THE 30-DAY TRIAL BEFORE YOUR PAID SUBSCRIPTION COMMENCES (THE “**SUBSCRIPTION**”), YOU AGREE TO THE TERMS OF THIS AGREEMENT.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

By accepting this Agreement, you agree to be bound by the terms and conditions of this Agreement, as well as Tiny Pixels’ Privacy Policy located on our Site (the “**Privacy Policy**”), as it may be amended from time to time in the future.

Tiny Pixels may update this Agreement or the Privacy Policy at any time, without notification to you, and you should review this Agreement and the Privacy Policy from time to time by accessing the Site. Your continued use of the Site and/or the Services shall be deemed irrevocable acceptance of any such revisions. Before you continue, you should print or save a local copy of this Agreement and the Privacy Policy for your records.

Ability to Enter into this Agreement

In order to enter into this Agreement, you must have reached the legal age of majority in your jurisdiction of residence, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in this Agreement, and to abide by and comply with this Agreement. It is your responsibility to ensure that you are legally eligible to enter into this Agreement under any laws applicable to you. If you accept this Agreement, you represent that you have the capacity to be bound by it.

Intellectual Property Rights

All material available on the Site and all material and services provided by or through Tiny Pixels, its affiliates, subsidiaries, employees, agents, licensors or other commercial partners including, but not limited to, software, API, all informational text, software documentation, design of and “look and feel”, layout, photographs, graphics, audio, video, messages, interactive and instant messaging, design and functions, files, documents, images, or other materials, whether publicly posted or privately transmitted as well as all derivative works thereof (collectively, the “**Materials**”), are owned by us or our licensors or service providers, and are protected by copyright, trademark, trade secret and other intellectual property laws.

Subject to your compliance with all of the terms and conditions of this Agreement, during the term of this Agreement, Tiny Pixels grants to you a non-transferable, non-sublicensable, non-exclusive, revocable, limited-purpose right to access and use the Materials that we make available to you under a valid Subscription.

If Tiny Pixels, in its sole discretion and without notice, considers that there is an immediate security or operational risk to the Services, any of its, your or a third party system, then Tiny Pixels may immediately suspend access to or use of the Services. The suspension of use and access is not a breach of this Agreement. You acknowledge that the preservation of security, confidentiality and data is paramount. Tiny Pixels has no liability to you for suspending the Services under this provision.

This section does not apply to Content; however you agree that any ideas, suggestions, concepts, processes or techniques which you provide to Tiny Pixels related to the Services, the Site or Tiny Pixels or its business (“**Feedback**”) are and shall be Tiny Pixels’ exclusive property without any compensation or other consideration payable to you by Tiny Pixels, and you do so of your own free will and volition. Tiny Pixels may or may not, in its sole discretion, use or incorporate the Feedback in whatever form or derivative Tiny Pixels may decide into the Site, its software, services, documentation, business or other products, or any future versions or derivatives of the foregoing. You hereby assign all rights on a worldwide basis in perpetuity to Tiny Pixels in any Feedback and, as applicable, waive any moral rights.

For the purposes of this Agreement and the Privacy Policy, “**personal information**” is any information about an identifiable individual, as defined in our Privacy Policy.

Tiny Pixels retains the right to use or share any Aggregated Data generated by anyone using our Site, including our users, for the purpose of enhancing and providing the Services. “**Aggregated Data**” means data does not contain personal information and which has been manipulated or combined to provide generalized, anonymous information. Where you choose to utilize or connect certain services from third parties with the Services, you agree that Tiny Pixels may share your lead data with such designated third parties. You are still responsible for any and all personal information that is part of any Content (as defined below).

Tiny Pixels does not sell information about your customer leads to third parties.

Your Profile Information and Account

You agree that Tiny Pixels is providing you with one user identification reference that you shall use to create a username and password (together, the “**User ID**”) to the extent, and only to the extent, necessary to access and use the Site and Services in accordance with this Agreement. You agree and understand that you are responsible for maintaining the confidentiality of your User ID. That User ID, together with any or other user information you provide, will form your “**Profile Information**” and allow you to access your account (“**Account**”) information and its Services, including billing, usage and relevant administrative details pertaining to your interaction with Tinypx. You will provide true, accurate, current and complete information about yourself, and you agree not to misrepresent your Profile Information. You represent and warrant to Tiny Pixels that you have not misrepresented any Profile Information. You are responsible for any Profile Information that may be lost or unrecoverable through the use of the Site or Services, including access to the email account that you may have linked to your Tinypx account.

Your right to access and use the Services is personal to you and is not transferable by you to any other person or entity. You agree not to disclose your User ID to any unauthorized third party. You are solely responsible for all activities that occur under your Account or under your Profile Information. If you become aware of any

unauthorized use of your Account or Profile Information, you are responsible for notifying Tiny Pixels immediately. It is your responsibility to update or change any Account or Profile Information, as appropriate.

Tiny Pixels deems the person under whose name appears on the credit or charge card that pays the charges for the Services to be the owner and controller of the User ID, Profile Information and Account for all purposes under this Agreement. If a corporate or other organization's name appears on the credit or charge card, that corporation or organization is deemed to be the owner. If any dispute arises as to who owns or controls a User ID, Profile Information, or Account, the credit or charge card will continue to be charged and you will be responsible to pay for the Services until Tiny Pixels receives written confirmation from the Account email address confirming a change in ownership and control of the Account.

In the case of any newsletter or other marketing initiatives, you can withdraw your consent to receiving those communications and unsubscribe to any Tiny Pixels subscriptions at any time by clicking "Unsubscribe" at the bottom of such communication or by contacting hello@tinypx.com. Doing so may have a material impact on our ability to provide any Services to you, and we are not responsible if you do so.

Fees and Invoicing

Pricing for the Services is located on the Site and on your Invoice. You shall pay all fees specified in any Subscription. Your Subscription price plan consists of three (3) portions for which you may get charged, as follows: 1) **A minimum monthly fee**, as detailed in your selected Price Plan which is applicable when your total usage metrics do not meet the minimum level, 2) **Billed usage for the volume of image processing**, as counted in "Renders", and 3) **Billed usage for internet bandwidth of image download traffic incurred**, as counted in gigabytes ("GB").

Unless otherwise specified in a Subscription, your minimum monthly fee shall be billed in advance for each month. There will be no refunds or credits of the minimum monthly portion for partial months of service or for periods in which your Account remains open but you do not use the Services. Your billed usage portions (for "Renders" and "GB") shall be billed in your next month's Invoice, and is non-refundable.

If you exceed our billed usage thresholds during the course of your Subscription, we may charge you for such overages on your next invoice or we may bill you on an as-needed basis for the image processing volumes or internet traffic bandwidth usage incurred on your Account.

Our usual policy is to generate bills every 30 days. However, you should be aware that there are maximum fee limits for your account that, when incurred, may require us to generate interim bills at weekly, biweekly or other interval frequencies, and that such bills are subject to the payment terms and payment due dates as stated on your Invoice. If your usage threshold exceeds our fee thresholds pertaining to your relevant price plan, we reserve the right to generate a bill to request payment on a more rapid frequency (earlier than 30 days). Failure to pay any interim or monthly bills may subject your account to suspension or termination of Services until payments due have been received by our approved payment methods.

We reserve the right to modify our billing rates at any time upon written notice by posting such fee changes to the Site or through email notification to you. You will be liable to pay such modified billing rates, and are free to cancel your Service at any time subject to the Cancellation policy as put forth in this agreement.

Term and Renewal

Subject to your payment of applicable fees, we will provide the Services to you for the period of time that you have paid for such Services, on the basis under which you have selected your Subscription (each, a “**Subscription Period**”).

If you upgrade to a more expensive Subscription during the Subscription Period, you will owe Tiny Pixels the difference between the fees specified in the Subscription you previously selected and the fees specified in the Subscription to which you have upgraded. If you downgrade to a less expensive Subscription during the Subscription Period, you may at our discretion receive a credit to your account representing the difference between the applicable fee(s) specified in the Subscription you previously selected and the applicable fee(s) specified in the Subscription to which you have downgraded. However, credits will only apply to the minimum monthly fee portion of your bill, at our discretion, and there will be no credit for incurred bandwidth charges (“GB”) or image processing (“Render”) volumes already used. Applicable charges or credits will be reflected on your next generated Invoice.

At the end of your Subscription Period, your Subscription will automatically renew for an additional Subscription Period until explicitly cancelled by you as described in the “Cancellation and Termination” section below. If you cancel in the middle of your Subscription Period, you will still be liable for any and all charges incurred on your Account and partial months paid may not be refundable.

By purchasing and using our Services, you agree that Tiny Pixels, or our third party service providers, may store your credit or charge card information. You expressly agree that we are authorized to charge you (i) a fee for any applicable Services for which you have subscribed, billed on a basis of the Subscription Period, (ii) any other fees for Services you may purchase, (iii) any charges for use of the Services in excess of the usage or other limits placed on your use of the Services (and you hereby consent to such charges and agree we are not required to notify you of any such charge in advance) and (iv) any applicable taxes in connection with your use of the Services to the credit or charge card you provide and to reimburse us for all collection costs and interest for any overdue amounts. If the credit or charge card you provide expires and you do not provide new credit or charge card information or cancel your account, you authorize us to continue billing you and you agree to remain responsible for any uncollected fees.

Trial Program

From time to time and at our sole discretion, we may offer free or discounted pricing for you to evaluate the use of the current Services that are generally available to customers for a limited period of time (the “**Trial Program**”). If you register for a Trial Program, you must decide to purchase the Services within the term of the Trial Program specified by us (the “**Trial Period**”) in order to continue to use the Services or retain any Content (as defined below) that you have posted or uploaded during the Trial Period. If you do not purchase the Services by the end of the Trial Period, the Services will be unavailable to you and your usage access may be limited, blocked or suspended, although your Account profile and relevant Content will be available to you for a minimum period of 30 days from the end of the Trial Period.

Once the Trial Period has expired, you agree that our normal billing rates shall apply. You agree to comply with any additional terms, restrictions or limitations (including limitations on the total amount of usage) we impose in connection with any Trial Program. You may not sign-up for multiple Accounts in order to receive additional benefits under any Trial Programs. We may terminate or suspend any Trial Program at any time without notice or liability and in our sole discretion. We reserve the right to charge or charge more for any Service or product offered through any Trial Program.

Beta Test

From time to time and at our sole discretion, we may offer the ability to try out a possible new Service that we may decide to offer in the future, generally, to all customers (a “**Beta Test**”). You will have to sign up for the program, subject to the terms of this agreement plus any other specific Agreement as defined by us. We may suspend or terminate the program at any time without notice or liability to you. There is no guarantee the Beta Test will become part of the Service. If the Beta Test becomes part of the Service, Tiny Pixels may charge or charge more for the Service. Notwithstanding any other provision of this Agreement, Tiny Pixels makes no representation or warranties, and accepts no liability whatsoever for the Beta Test or your use of it.

Taxes

You take full responsibility for all taxes and fees of any nature associated with the Services, including any sales tax related to any purchase or sale of services or goods under this Agreement. When purchasing or selling services or goods under this Agreement, it is your responsibility to determine whether or not sales taxes apply to a transaction and to collect, report and remit the correct amounts to the appropriate authority. Any tools provided as Materials or in connection with the Services indicating estimated taxes due are for illustration purposes only. You take full responsibility for all taxes and fees of any nature associated with the Services, including any sales tax related to the purchase or sale of services or goods under this Agreement.

Submission of Content

The Site and the Services available thereon enable you to provide or upload content, including but not limited to messages, materials, data, text, music, sound, images, photos, videos, graphics, applications, code and other information or content (collectively, “**Content**”), to Tiny Pixels for the purpose of providing the Services. You acknowledge and agree that you are solely responsible for all Content you submit, provide or upload and the consequences for submitting, providing or uploading it.

Tiny Pixels will use Content you upload solely in connection with providing the Services to you, and for no other reason. You agree that by uploading, or otherwise providing any Content on or through the Site and/or the Services, you grant to Tiny Pixels a perpetual, worldwide, non-exclusive, royalty-free license to use, reproduce, process, display, all or any portion of such Content, solely in connection with providing the Services to you. This license includes the right to host, index, cache or otherwise format your Content in order to provide the Services.

You represent and warrant that you own your Content or have the necessary licenses, rights, consents and permissions to grant the license set forth herein and that its provision to Tiny Pixels or Tiny Pixels’ use thereof will not violate the copyrights, privacy rights, publicity rights, trademark rights, contract rights or any other intellectual property rights or other rights of any person or entity.

You agree that Tiny Pixels is not responsible for any violations of any third party intellectual property rights in any Content that you submit to Tiny Pixels. You agree to pay all royalties, fees and any other monies owing to any person by reason of the Content uploaded, displayed or otherwise provided by you to the Site.

Monitoring

Tiny Pixels may, but has no obligation to, monitor Content on the Site, or any website created using our Services. You consent to such monitoring. We may disclose any information necessary or appropriate to satisfy our legal obligations, protect Tiny Pixels or its customers, or operate the Site or Services properly, or improve the Site or Services. Tiny Pixels, in its sole discretion, may refuse to post, remove, or require you to

remove, any Content, in whole or in part, alleged to be unacceptable, undesirable, inappropriate, or in violation of this Agreement, including, but not limited to the Privacy Policy.

Confidential Information

You agree to safeguard, keep secret and not to disclose to any third party, any Confidential Information acquired, learned or provided from Tiny Pixels during the term of this Agreement or following the expiration or termination of this Agreement. “**Confidential Information**” means any information marked confidential or that ought reasonably to be considered confidential under the circumstances and includes, without limitation, any business plans, customer lists, operation procedures, trade secrets, design formulas and programming code, know-how and processes, computer programs and inventions, discoveries, and improvements of any kinds.

If you use the Services to collect, store, use or disclose sensitive or personal information about identifiable individuals, you will only do so in accordance with applicable law, and furthermore take all measures to protect the privacy and legal rights of those individuals. If users provide you with sensitive information or personal information, you must make the users aware that the information is being collected and its intended purpose, and you must provide legally adequate privacy notice and protection for those users. If you store personal or sensitive information, you must do so securely. YOU WILL INDEMNIFY, DEFEND AND HOLD TINY PIXELS HARMLESS FOR ANY FAILURE TO COMPLY WITH THE FOREGOING, OR FOR ANY CLAIM MADE AGAINST TINY PIXELS BY ANY THIRD PARTY RELATED TO YOUR USE OF THE SERVICE IN RELATION TO PERSONAL INFORMATION OR SENSITIVE INFORMATION.

Acceptable Use and Conduct:

You agree that you will not publish or make available any Content that, or use the Site or Services in a manner that:

- (a) infringes, violates or misappropriates any third party’s intellectual property or proprietary rights;
- (b) contains software viruses, Trojan horses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- (c) except where expressly permitted, engages in spamming, “chain letters”, “pyramid schemes”, advertisement of illegal or controlled products or services, or other advertising or marketing activities that violate this Agreement, the Privacy Policy or any applicable laws, regulations or generally-accepted advertising or marketing industry guidelines;
- (d) is misleading, deceptive or fraudulent or otherwise illegal or promotes illegal activities, including engaging in phishing or otherwise obtaining financial or other personal information in a misleading manner or for fraudulent or misleading purposes;
- (e) is libelous or defamatory, or that is otherwise threatening, abusive, violent, harassing, malicious or harmful to any person or entity, or is invasive of another’s privacy;
- (f) is harmful to minors in any way;
- (g) is hateful or discriminatory based on race, color, sex, religion, nationality, ethnic or national origin, marital status, disability, sexual orientation or age or is otherwise objectionable, as reasonably determined by Tiny Pixels;
- (h) impersonates a Tiny Pixels employee, or any other person, or falsely states or otherwise misrepresents your affiliation with any person or entity, or to obtain access to the Site or Services or a portion thereof without proper authorization;
- (i) interferes or attempts to interfere with the proper working of the Site or Services or prevents others from using the Site or Services, or in a manner that disrupts the normal flow of dialogue

- with an excessive number of messages (flooding attack) to the Site, or that otherwise negatively affects other persons' ability to use the Site or Services;
- (j) uses any manual or automated means, including agents, robots, scripts, or spiders, to monitor or copy the Site or Services or the content contained therein;
 - (k) facilitates the unlawful distribution of copyrighted Content;
 - (l) except as expressly permitted by Tiny Pixels, licenses, sublicenses, rents or leases the Services to third parties, or uses the Services for third party training, commercial time-sharing or service bureau use;
 - (m) includes personal or identifying information about another person in a manner that employs misleading email or IP addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of Content transmitted through the Site or Services to users;
 - (n) constitutes or contains any form of advertising or solicitation to users who have requested not to be contacted about other services, products or commercial interests;
 - (o) stalks or otherwise harasses anyone on the Site or using the Services or with information obtained from the Site or Services;
 - (p) collects, uses or discloses data, including personal information, about users without their informed consent or for unlawful purposes or in violation of applicable law or regulations;
 - (q) requests, solicits or otherwise obtains access to usernames, passwords or other authentication credentials from any user of the Site or Services for the purposes of automating logins to the Site;
 - (r) attempts to gain unauthorized access to the computer systems of Tiny Pixels or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of the Site or Services;
 - (s) decompiles or reverse engineers or attempts to access the source code of the software underlying the Site, the Services or any other Tiny Pixels technology;
 - (t) copies, archives, stores, reproduces, rearranges, modifies, downloads, uploads, creates derivative works from, displays, performs, publishes, distributes, redistributes or disseminates all or any part of the Site or Services;
 - (u) accesses the Site or Services for the purposes of building a product using similar ideas, features, functions, interface or graphics as those found in the Site or Services;
 - (v) accesses the Site or Services for the purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes; or
 - (w) accesses the Site to upload any Content or computer code for the purposes of: (i) causing a breach or override of security to the Site or Services; (ii) interfering with the proper working, functionality or performance of the Site or Services; or (iii) preventing others from accessing or using the Site or Services.

Disclaimer of Warranties

YOUR USE OF THE SITE OR SERVICES AND ALL CONTENT FORMING PART OF OR RELATED TO THE SITE OR SERVICES, INCLUDING ANY CONTENT YOU UPLOAD OR SUBMIT AND ANY THIRD PARTY SOFTWARE AND CONTENT, ARE AT YOUR SOLE RESPONSIBILITY AND RISK. THE SITE AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TINY PIXELS EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND WITH RESPECT TO THE SITE OR SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, PERFORMANCE, SYSTEM INTEGRATION, QUIET ENJOYMENT, TITLE, AND NON-INFRINGEMENT.

TINY PIXELS DISCLAIMS ANY WARRANTY THAT THE SITE, THE SERVICES OR ANY CONTENT, INCLUDING WITHOUT LIMITATION ANY THIRD PARTY SOFTWARE AND CONTENT, WILL MEET YOUR REQUIREMENTS OR BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVERS THAT MAKES THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU AGREE THAT FROM TIME TO TIME TINY PIXELS MAY REMOVE THE SITE OR CEASE PROVIDING THE SERVICES FOR INDEFINITE PERIODS OF TIME WITHOUT NOTICE TO YOU. YOUR ACCESS AND USE OF THE SITE AND THE SERVICES MAY BE INTERRUPTED FROM TIME TO TIME FOR ANY OF SEVERAL REASONS, INCLUDING, WITHOUT LIMITATION, THE MALFUNCTION OF EQUIPMENT, PERIODIC UPDATING, MAINTENANCE OR REPAIR OF THE SITE OR SERVICES OR OTHER ACTIONS THAT TINY PIXELS, IN ITS SOLE DISCRETION, MAY ELECT TO TAKE. TINY PIXELS MAKES NO GUARANTEE REGARDING: (A) THE AMOUNT, TIMING AND DELIVERY OF ANY CLICKS OR IMPRESSIONS WITH RESPECT TO ANY CONTENT (INCLUDING THIRD PARTY CONTENT) OR ADVERTISING ON THE SITE OR SERVICES; OR (B) THE COMPATIBILITY OF ANY SOFTWARE, HARDWARE OR CONTENT WITH THE SITE OR SERVICES.

TINY PIXELS IS NOT RESPONSIBLE FOR THE ACTS OR OMISSIONS OF, OR FOR THE FAILINGS OF, ANY THIRD-PARTY PROVIDER OF ANY CONTENT, SERVICE, NETWORK, SOFTWARE OR HARDWARE, INCLUDING BUT NOT LIMITED TO, INTERNET SERVICE PROVIDERS, HOSTING SERVICES UTILIZED BY TINY PIXELS, TELECOMMUNICATIONS PROVIDERS, CONTENT PROVIDED BY OTHER USERS, OR ANY SOFTWARE OR HARDWARE NOT PROVIDED BY TINY PIXELS.

YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR CONTENT IS COMPATIBLE WITH THE SITE AND SERVICES. TINY PIXELS DISCLAIMS ANY LIABILITY OR RESPONSIBILITY FOR ANY UNAUTHORIZED USE OF YOUR CONTENT BY THIRD PARTIES OR OTHER USERS OF THE SITE AND SERVICES AND IS NOT RESPONSIBLE FOR PROTECTING YOUR CONTENT.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE OR SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM TINY PIXELS OR THROUGH OR FROM THE SITE OR SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

THE SITE AND SERVICES ARE OFFERED AND CONTROLLED BY TINY PIXELS FROM ITS FACILITIES IN CANADA. TINY PIXELS MAKES NO REPRESENTATIONS THAT THE SITE OR SERVICES ARE APPROPRIATE OR AVAILABLE FOR USE IN OTHER LOCATIONS. THOSE WHO ACCESS OR USE THE SITE OR SERVICES FROM OTHER JURISDICTIONS DO SO AT THEIR OWN VOLITION AND ARE RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAW.

Third Party Sites and Content

The Site may permit you to link to other websites or resources on the Internet, and other websites or resources may contain links to the Site. These other websites are not under Tiny Pixels' control, and you acknowledge that Tiny Pixels is not responsible or liable for any third party content, including but not limited to the accuracy, integrity, quality, usefulness, legality, appropriateness, safety or intellectual property rights of or relating to such third party content or any other aspect of such websites or resources. The inclusion of any such link does not imply endorsement by Tiny Pixels or any association with its operators. You further acknowledge and agree that Tiny Pixels shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such third party

content, goods or services available on or through any such website or resource. Access and use of third party sites, including the information, material, products and services on third party sites or available through third party sites, is solely at your own risk.

Exclusive Remedy and Limitation of Liability

YOU AGREE THAT, UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE, BREACH OF WARRANTY OR CONDITION, BREACH OF CONTRACT OR TORT, SHALL TINY PIXELS OR ITS OWNERS, OFFICERS, DIRECTORS, AFFILIATES, CONTRACTORS, EMPLOYEES OR AGENTS, BE LIABLE TO YOU OR ANY THIRD PARTY ACTING ON YOUR BEHALF FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES OR THE COST OF ANY SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES (EVEN IF TINY PIXELS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM OR RELATING TO THIS AGREEMENT OR YOUR USE OF OR YOUR INABILITY TO USE THE SITE OR SERVICES, OR FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT OR ANY SUBSCRIPTION. TINY PIXELS' TOTAL AGGREGATE LIABILITY FROM ANY AND ALL CLAIMS UNDER THIS AGREEMENT IS LIMITED TO THE LESSER OF: (A) [\$100]; AND (B) THE TOTAL AMOUNTS YOU PAID TO TINY PIXELS IN THE [THREE (3) MONTHS] IMMEDIATELY PRECEDING THE OCCURRENCE OF LOSS OR DAMAGE. TO THE EXTENT ANY PROVINCE, STATE OR JURISDICTION DOES NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, TINY PIXELS' LIABILITY IN SUCH PROVINCE, STATE OR JURISDICTION SHALL BE LIMITED TO THE FURTHEST EXTENT PERMITTED BY LAW. NOTWITHSTANDING THE FOREGOING OR ANYTHING ELSE HEREIN TO THE CONTRARY, TINY PIXELS SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY ACTING ON YOUR BEHALF IN ANY WAY WITH RESPECT TO A TRIAL PROGRAM OR YOUR PROVISION OF AN INDIVIDUAL'S PERSONAL INFORMATION TO TINY PIXELS OR THROUGH THE SERVICES. YOU FURTHER AGREE THAT THE FOREGOING LIMITATIONS SHALL APPLY WITH RESPECT TO THIRD PARTY LIABILITY OF ANY KIND.

THE FOREGOING LIMITATIONS SHALL ALSO APPLY WITH RESPECT TO ANY DAMAGES INCURRED BY REASON OF ANY CONTENT OR SERVICES PROVIDED ON ANY THIRD PARTY SITES OR OTHERWISE PROVIDED BY ANY THIRD PARTIES OTHER THAN TINY PIXELS AND RECEIVED BY YOU THROUGH OR ADVERTISED ON THE SITE OR RECEIVED BY YOU ON ANY THIRD PARTY SITES. YOU ALSO AGREE THAT TINY PIXELS WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS THE RESULT OF ANY INTERACTIONS OR DEALINGS WITH ADVERTISERS OR AS THE RESULT OF THE PRESENCE OF SUCH ADVERTISERS ON THE SITE.

Tiny Pixels shall have no liability whatsoever for any damages, liabilities, losses or any other consequences that you may incur as a result of any modification, suspension or discontinuance of the Site and/or the Services.

Waiver of Jury Trial and Class Action Rights

WITH RESPECT TO ANY DISPUTE ARISING OUT OF OR RELATED TO THE SITE, THE SERVICES, THE SUBSCRIPTION AND/OR THIS AGREEMENT: (I) YOU HEREBY EXPRESSLY GIVE UP YOUR RIGHT TO HAVE A TRIAL BY JURY; AND (II) YOU HEREBY EXPRESSLY GIVE UP YOUR RIGHT TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INCLUDING BUT NOT LIMITED TO CLASS ACTION LAWSUITS INVOLVING ANY SUCH DISPUTE.

Limitation of Time

You agree that you will not bring a claim under or related to this Agreement more than 12 months from when your claim first arose.

Indemnity

You agree to indemnify, defend, and hold harmless Tiny Pixels, and its subsidiaries, affiliates, co-branders, all third-party advertisers, technology providers, service providers or other partners, and each of their respective officers, directors, agents, shareholders, employees and representatives (together, the “**Indemnified Parties**”), from and against any third party claim, demand, loss, damage, cost, or liability (including, reasonable attorneys’ fees) (collectively and individually, “**Claims**”) incurred by or made against the Indemnified Parties in connection with any Claims arising out of or relating to this Agreement, the Site or the Services, including but without limitation in relation to: (a) your use, non-use or misuse of, or connection to the Site, the Services and any Content, including without limitation your Profile Information and any third party Content forming part of the Site; (b) your violation or alleged violation of this Agreement; and (c) your violation of any rights, including intellectual property rights, of a third party and otherwise as set out herein. Tiny Pixels reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Tiny Pixels and you agree to cooperate with Tiny Pixels’ defense of these Claims. You agree not to settle any matter without the prior written consent of Tiny Pixels. Tiny Pixels will use reasonable efforts to notify you of any such Claims upon becoming aware of it.

Cancellation and Termination

You may cancel your Account at any time through the website Account interface provided as part of the Services. Cancellation must be issued via your website Account interface or via Tiny Pixels’ support addresses to confirm cancellation; your Account is not considered to be cancelled until you receive confirmation either via your Account interface or by email from Tiny Pixels’ support addresses.

Any cancellation requested must be submitted and received at least **one (1) day** prior to the end of the term of your then-current Subscription Period, otherwise you will incur the minimum monthly charge for the next Subscription period before your cancellation takes effect. This is the only way to cancel your Account and you will not be provided with a refund, in whole or in part, of any pre-paid amount except at our discretion. Email requests (from email accounts other than your Tiny Pixels email account) or phone requests to cancel your Account will not be accepted.

You will remain liable for all charges accrued on your Account up to the time of cancellation, including full fees for the then current Subscription Period in which you cancelled your Account. Tiny Pixels is under no obligation to store your Content and may delete your Account and your Content immediately upon cancellation or may keep your Account and your Content for up to **90 days** following the last day of the month of cancellation. Upon request from you, we will make available for access to you any of your Content for 90 days from the effective date of termination of the Services.

Tiny Pixels reserves the right at any time, and without cost, charge or liability, to terminate this Agreement at its sole discretion for any reason, including, but not limited to, a failure to comply with the terms of this Agreement. Tiny Pixels reserves the right to modify, suspend or discontinue the Site and/or Services, or any portion thereof, at any time and for any reason, with or without notice.

Miscellaneous

If there is any dispute between you and Tiny Pixels about or involving this Agreement, the Site or the Services, you hereby agree that the dispute shall be governed by and construed in accordance with the laws of the Province of British Columbia, Canada, without regard to its conflict of law provisions.

Except for any claim involving the ownership of intellectual property, all disputes arising out of or in connection with this Agreement will be referred to and finally resolved by arbitration under the rules of the British Columbia International Commercial Arbitration Centre. The appointing authority will be the British Columbia International Commercial Arbitration Centre. The case will be adjudicated by a single arbitrator and will be administered by the British Columbia International Commercial Arbitration Centre in accordance with its rules. The place of arbitration will be Vancouver, British Columbia, Canada. The language of the arbitration will be English.

Any claim, proceeding or action that arises under this Agreement shall submit to the exclusive jurisdiction of the courts in Vancouver, British Columbia with respect to any claim, proceeding or action relating to or otherwise involving the ownership of intellectual property, howsoever arising, provided always that Tiny Pixels may seek and obtain injunctive relief in any jurisdiction in any court of competent jurisdiction.

If any portion of this Agreement is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, this Agreement as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of this Agreement that is unlawful, void or unenforceable shall be stricken from this Agreement.

You agree that this Agreement is specifically enforceable by Tiny Pixels through injunctive relief and other equitable remedies without proof of monetary damages.

You agree that if Tiny Pixels does not exercise or enforce any legal right or remedy which is contained in the Agreement (or which Tiny Pixels has the benefit of under any applicable law), this will not be taken to be a formal waiver of Tiny Pixels' rights and that those rights or remedies will still be available to Tiny Pixels.

The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

The sections of "Submission of Content", "Intellectual Property Rights", "Confidential Information", "Disclaimer of Warranties", "Third Party Sites and Content", "Exclusive Remedy and Limitation of Liability", "Waiver of Jury Trial and Class Action Rights", "Limitation of Time", "Indemnity" and "Miscellaneous" will survive any actual or purported termination or expiry of this Agreement and continue in full force and effect.

This Agreement is the entire agreement between us related to the subject matter in this Agreement. This Agreement replaces and supersedes any other prior or contemporaneous agreement, representation or discussion, oral or written, and may not be changed except in writing signed by us, regardless of whether or not the parties act under an unsigned "electronic" agreement or rely on such an unsigned agreement.

Contacting Tiny Pixels

You may contact Tiny Pixels by email at hello@tinypx.com or by mail at 422 Richards Street, Suite 170, Vancouver BC V6B 2Z4.