

END USER LICENSE AGREEMENT

1. General

These terms and conditions (the “**Terms**”) govern your access and use of the Movember Canada browser add-on/extension (the “**Extension**”) including any updates to or new versions of the Extension.

The Extension is made available by Movember Canada and its licensors or providers (“**Movember Canada**”, “**we**”, “**us**” or “**our**”).

2. Your acceptance of these Terms

By downloading and using the Extension (whether or not you are a registered user) you are entering into a binding legal agreement with us. By downloading and using the Extension, you are agreeing to these Terms. If you do not accept and agree to these Terms, then you must not download or use the Extension.

Please read these Terms carefully, as they contain important provisions that exclude and limit our liability to you.

3. Privacy Policy

It is also important that you understand fully what personal information we collect from you when you download and use the Extension. For details of the type of information we collect via the Extension, our use of such information and to whom we may disclose this information, you must read and accept our Privacy Policy.

4. Changes to the Terms

We reserve the right, in our sole discretion, to change these Terms from time to time without incurring any liability or obligation to you. We may do this for a variety of reasons including to reflect changes in or requirements of the law, new features, or changes in business practices. The most recent version of the Terms will be posted on our website, <https://ca.movember.com/terms> (the “**Site**”) and you should regularly check for the most recent version, as the most recent version is the one that applies to your use of the Extension. If the changes include material changes that affect your rights or obligations, we will notify you of the changes by reasonable means, which could include notification through the Site or via email. If you continue to use the Extension after the changes become effective, then you will be deemed to have accepted those changes. If you don’t agree to these changes, you must end your relationship with us by ceasing to use the Extension. The date these Terms were last amended is set out in these Terms. Any amendment, variation or modification to the Terms you purport shall not be binding.

5. Becoming a Member

By creating a user account on the Site, you are automatically enrolled as a member of the Site (“**Member**”). Enrollment as a Member is simple; you must provide and maintain a valid email address to be eligible to receive the privileges and benefits of membership.

Members must be at least 18 years old (or the age of majority in the country in which you reside if that happens to be greater than 18). By agreeing to these Terms, you hereby represent and warrant that you have reached the age of majority in your jurisdiction and you otherwise have the legal capacity to enter into and be bound by these Terms.

You agree to provide us with true and accurate information and to update it as necessary to keep it accurate. If you provide us with false information, we reserve the right to suspend or terminate your account and your use of the Extension.

You must be logged into the Site and enter your password to change your account information. You must treat the password you choose on registration as confidential, and you must not share it with anyone else. If you think that someone else might be using your account, you must let us know immediately using the contact information below. You should also immediately change your password. We may terminate your account or block you from using the Extension if you break these rules and/or the other rules contained in these Terms. We are entitled to act on instructions received under your password and account, and we are not responsible for your failure to comply with this provision or for any delay in shutting down your account after you have reported a breach of security to us. You are solely responsible for any and all activities which occur under your account.

6. Our Services

The Extension aims to locate the best publicly available price and offers for the products you would like to buy by connecting you with third party retailers. If you click on an offer you will be redirected to the third party retailer's site. These third party sites will have their own terms of use and privacy policies, which may differ from these Terms, so we encourage you to read them.

By providing links to third party sites, we do not endorse, warrant or guarantee the products or services available through those links and Movember Canada is not an agent, partner, broker or otherwise responsible for the activities or policies of those websites or their products or services. Movember Canada does not guarantee that the product offer details, prices, availability or other terms or rates provided by the Extension are actually the terms that may be offered to you by a third party if you pursue the offer or that they are the best prices, terms or lowest rates available in the market.

We have no control over, and assume no responsibility for, the content, accuracy, privacy policies, or practices or opinions expressed in any third party websites or by any third party you interact with through the Extension. In addition, we will not and cannot monitor, verify, censor or edit the content of any third party site or service. By using the Extension, you release and agree to indemnify, defend and hold us harmless from any and all liability arising for your use of any third party website or service.

7. Access and Restrictions

When you download or use the Extension, you agree to these Terms and in return Movember Canada grants you a limited, personal, non-exclusive, non-transferable, non-sublicensable and revocable license to download and use the Extension solely for your personal use. Apart from this license, you have no other rights in the use of the Extension and you may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Extension; (ii) modify, edit, copy, reproduce, create derivative works of, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise use the Extension except as expressly permitted by us; (iii) decompile, disassemble, reverse engineer, alter, enhance or in any way exploit the Extension in any manner except as may be expressly permitted by applicable law; (iv) link to, mirror or frame any portion of the Extension; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Extension or unduly burdening or hindering the operation and/or functionality of any aspect of the Extension; or (vi) attempt to gain unauthorized access to or impair any aspect of the Extension or its related systems or networks. If you breach any of these Terms, the above license will terminate automatically.

Movember Canada reserves the right to change, upgrade withdraw, amend access to or discontinue the Extension or any feature of the Extension at any time, with or without notice or liability to you.

We will not be liable if for any reason the Extension (or any part of it) is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Extension, or the entire Extension. By downloading and using the Extension, you represent and warrant that your use of the Extension does not violate any applicable law or regulation.

You are responsible for making all arrangements necessary for you to have access to the Extension, including internet access. You are also responsible for the cost and maintenance of any internet access and ensuring that all persons who use the Extension through your internet connection are aware of these Terms, and that they comply with them in full.

You acknowledge that we have no obligation to monitor your access to or use of the Extension for violations of these Terms, or to review or edit any content. However, we reserve the right to do so for the purpose of operating and improving the Extension (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes), to ensure your compliance with the Terms and to comply with applicable law or any order or requirement of a court, consent decree, administrative agency or other governmental body.

You agree that the availability of the Extension may be dependent on third party providers such as Firefox, Safari, the Chrome Extension Store or any other website and its affiliates ("**Extension Provider**") from which you can choose to download the Extension to obtain extra features. You acknowledge that these Terms are concluded between you and us only, and not with any other Extension Provider or our licensors or providers. Each Extension Provider may have its own set of terms to which you agree to abide by before downloading the Extension and obtaining the license to use the Extension. To the extent that such other terms and conditions from such Extension Provider conflicts with our Terms, these terms will prevail to the maximum extent allowed under local laws.

Neither the Extension Provider nor our licensors or providers have any obligation to provide access to, maintain the Extension or provide support services. The Extension Provider is not responsible for any claims you or a third party may have in relation to the Extension including, any consumer protection claims, intellectual property infringement claims, or any claim that the Extension fails to conform to any applicable legal or regulatory requirement.

You acknowledge and agree that, in the event of any third party claim that the Extension and/or your possession and use of the Extension infringes a third party's intellectual property rights, we, and not the Extension Provider, are responsible for the investigation, defense, settlement and discharge of any such infringement claim.

8. Earning Rewards

From time to time, we may offer bonuses or other rewards for downloading or using the Extension, or for other specific actions. The terms and conditions accompanying such offers will govern how they are earned and redeemed if the terms and conditions differ from these Terms.

9. Receiving Communications (Electronic and Otherwise) from Movember Canada

We may communicate with you regarding the Extension by electronic communications using information you provided during the registration process. You agree that we may communicate with you by means

of electronic communications regarding these Terms and any other matter relating to your use of the Extension. E-mail and other methods of transmitting information over the internet are subject to interference or scrutiny by third parties and should be independently verified. We cannot ensure security and privacy of such communications and all risk in transmitting such communications lies with you. Additionally, by using the Extension, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send using the Extension may be read or intercepted by others.

10. Inactive Member Accounts & Termination of Membership

If your account is inactive for more than twelve (12) consecutive months, we reserve the right to close the account permanently and cease to maintain your account records access.

If you wish to stop using the Extension, just uninstall the Extension from your browser.

11. Consequences of Breaching the Terms

Any failure to comply with these Terms, any fraud or abuse, or any misrepresentation of any information furnished to Movember Canada or its licensors, providers or affiliates by you or anyone acting on your behalf may result in the immediate suspension or termination of your membership and your user account without notice or liability to you. This is without prejudice to any other rights or remedies we have under these Terms or under applicable law.

12. Transfer of Membership

All accounts are personal agreements between the Member and Movember Canada and as such are nontransferable.

13. Ownership

The Extension, and all information (in any form including without limitation text, graphical, video and audio), images, icons, buttons, software, design, applications, trademarks, brand names and other elements available on or through the Extension (the “**Content**”) are the property of Movember Canada, its licensors, providers, or affiliates or the applicable third party entity, and are protected by copyright, trade mark, database right, sui generis rights and other intellectual property rights (as the case may be) under national laws and international treaties. Your access and/or use of the Extension does not transfer to you or any other person any ownership or other rights in the Extension, or its Content, unless specified otherwise in these Terms. Any rights not expressly granted to you in these Terms are expressly reserved by Movember Canada and its licensors, providers and affiliates. For greater certainty, you agree that you will not take any action that is inconsistent with Movember Canada, its licensors, providers or affiliates’ ownership of the Extension and/or Movember Canada ownership of, or any third party’s ownership of, any Content. Without limiting the generality of the foregoing, users of the Extension shall be entitled to copy Content contained within the Extension only for their own personal and non-commercial use, but may not republish or reproduce any such Content in any manner without the prior written consent of Movember Canada, its licensors, providers or affiliates.

14. Names, Logos and Trade Marks

Certain names, graphics, logos, icons, slogans, designs, words, titles or phrases contained within the Extension may constitute trade names, registered or unregistered trademarks or service marks (collectively, “**Trademarks**”) of Movember Canada, its licensors, providers, affiliates or other third party entities. Trademarks may be registered in Canada and in other countries as applicable. All Trademarks not owned by Movember Canada are the property of their respective owners, and, where used by Movember Canada are used under license or with permission. All Trademarks are and shall remain the sole and exclusive property of their respective owner(s). Any use of such Trademarks, except as expressly provided for herein, without the express written consent of the applicable owner is strictly prohibited. Nothing contained herein or on the Extension may be construed as granting, by implication, estoppel, or otherwise, any license to use any Trademark(s). You agree that you will not take any actions inconsistent with Movember Canada, its licensors, providers or affiliates’ ownership of, or any third party’s ownership of, the Trademarks. Only Movember Canada, its licensors, providers or affiliates are authorized to produce and market products and literature under the Trademarks. The use of the Trademarks on any product, literature or electronic media not produced or offered by Movember Canada, its licensors, providers or affiliates is prohibited unless prior written approval has been obtained from the respective owner.

15. IP Infringement

Movember Canada and its licensors, providers and affiliates make no warranties regarding possible infringement of any national or foreign patent, trade mark, trade name, copyright or other intellectual property rights and Members shall have no claim against Movember Canada Foundation or its licensors, providers or affiliates in connection therewith.

16. User Conduct

By accessing and using the Extension you hereby undertake and agree to do so in a legal and ethical manner. You shall not, and you shall not permit or direct any person to, decompile any functionality in the Extension or the systems, manipulate advertising traffic, circumvent security or functionality, expose any “holes” or weaknesses in the system or take, directly or indirectly, any other action or cause, or direct any person to take any action to alter or operate Movember Canada products, systems, services, website, or any functionality relating to any of the foregoing in a manner for which it was not intended. Consequences for breaching this shall be serious and may include without limitation, immediate suspension or termination of your account, as well as forfeiture of any and all rights, privileges and/or benefits that are or may otherwise be owing to you.

You hereby acknowledge and agree that:

- You will not collect Extension users' information, or otherwise access the Extension, using automated means (e.g. harvesting bots, robots, spiders, or scrapers, etc.) without our prior written permission;
- You will not upload viruses or other malicious code to the Extension or to the websites linked to the Extension;
- You will not solicit login information or access an account belonging to someone else;
- You will not use the Extension to do anything unlawful, misleading, malicious, or discriminatory;
- You will not facilitate or encourage any violations of the Terms (or any part thereof);
- You may not use scripts or disguised redirects to derive financial benefit from the Extension; and
- You hereby undertake and agree not to use the Extension for any illegal or fraudulent activity.

Where permitted by law, we reserve the right to disclose to our legal representatives, any Court and any regulatory and/or law enforcement authority the identity of any user who breaches these Terms and/or our Privacy Policy (or any part thereof).

17. Disclaimer

YOUR USE OF THE EXTENSION (OR ANY PART OF IT) AND BEING A MEMBER IS "AS IS" AND ON AN "AS AVAILABLE" BASIS, AT YOUR OWN RISK, AND WITHOUT ANY REPRESENTATION OR ENDORSEMENT OF ANY KIND BY MOVEMBER CANADA, ITS LICENSORS, PROVIDERS OR AFFILIATES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW WE AND OUR LICENSORS, PROVIDERS AND AFFILIATES DISCLAIM ALL REPRESENTATIONS, WARRANTIES, CONDITIONS OR OTHER TERMS OF ANY KIND EXPRESS OR IMPLIED.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW WE SHALL NOT BE LIABLE TO YOU OR TO ANYONE ELSE FOR ANY LOSS OR DAMAGE CAUSED IN WHOLE OR IN PART BY RELYING UPON, USING, OR INTERPRETING THE CONTENT OR OTHER INFORMATION OBTAINED THROUGH THE ACCESS AND/OR USE OF THE EXTENSION. FOR THE AVOIDANCE OF DOUBT, WE MAKE NO UNDERTAKING, REPRESENTATION OR WARRANTY: (I) IN CONNECTION WITH THE COMPLETENESS OR ACCURACY, RELIABILITY OR TIMELINESS OF ANY OF THE CONTENT ON OR AVAILABLE THROUGH THE EXTENSION; AND/OR (II) THAT THE EXTENSION OR THE SERVER(S) IT IS HOSTED ON IS FREE FROM DEFECTS, ERRORS, VIRUSES, BUGS OR OTHER HARMFUL ELEMENTS.

THE OPERATION OF THE EXTENSION MAY BE AFFECTED BY NUMEROUS FACTORS BEYOND OUR CONTROL. THE OPERATION OF THE EXTENSION MAY NOT BE CONTINUOUS OR UNINTERRUPTED OR SECURE. SECURITY, PRIVACY AND CONFIDENTIALITY RISKS CANNOT BE ELIMINATED.

18. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW MOVEMBER CANADA, ITS LICENSORS, PROVIDERS AND ITS AFFILIATES WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO YOU OR ANY OTHER PERSON FOR:

- i. ANY LOSS OF USE, LOSS OF PRODUCTION, LOSS OF INCOME OR PROFITS (ANTICIPATED OR OTHERWISE), LOSS OF MARKETS, ECONOMIC LOSS; OR
- ii. SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OR PUNITIVE DAMAGES;

WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LAW OR EQUITY, ARISING FROM, CONNECTED WITH, OR RELATING TO BEING A MEMBER, THE USE OF THE EXTENSION BY YOU OR ANY OTHER PERSON, OR ANY RELATIONSHIP WITH US AND REGARDLESS OF ANY NEGLIGENCE OR OTHER FAULT OR WRONGDOING BY US OR ANY OF OUR LICENSORS, PROVIDERS OR AFFILIATES OR ANY PERSON FOR WHOM WE OR ANY OF OUR AFFILIATES ARE RESPONSIBLE, AND NOTWITHSTANDING THAT MOVEMBER CANADA, ITS LICENSORS, PROVIDERS OR AFFILIATES MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES BEING INCURRED BY YOU OR ANY OTHER PERSON.

IF YOU ARE DISSATISFIED WITH ANY ASPECT OF THE EXTENSION AT ANY TIME, YOUR SOLE AND EXCLUSIVE REMEDY IS TO CEASE USING THE EXTENSION AND/OR PROVIDE MEMBER

COMMENTS TO MOVEMBER CANADA. YOU AGREE THAT WE, AND OUR LICENSORS, PROVIDERS AND AFFILIATES WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY MODIFICATION, SUSPENSION AND/OR TERMINATION OF THE EXTENSION (OR ANY PART THEREOF). WITHOUT PREJUDICE TO THE PRECEDING RESTRICTION, AND TO THE EXTENT ALLOWED BY LAW, IN NO EVENT WILL OUR OR ANY OF OUR LICENSORS', PROVIDERS' OR AFFILIATES' TOTAL AGGREGATE LIABILITY TO YOU OR ANY OTHER PERSON FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES, AND COSTS, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LAW OR EQUITY, AND REGARDLESS OF ANY NEGLIGENCE OR OTHER FAULT OR WRONGDOING BY US OR ANY PERSON FOR WHOM WE ARE RESPONSIBLE, EXCEED €50.00.

19. Indemnity

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS EACH OF MOVEMBER CANADA AND ITS LICENSORS, PROVIDERS AND AFFILIATES AND ALL OF THEIR RESPECTIVE AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, INFORMATION PARTIES, SERVICE PARTIES, SUPPLIERS, LICENSORS AND LICENSEES, AND ALL OTHER RELATED, ASSOCIATED, OR CONNECTED PERSONS (COLLECTIVELY, THE "**INDEMNIFIED PARTIES**") FROM AND AGAINST ANY AND ALL LIABILITIES, EXPENSES AND COSTS, INCLUDING WITHOUT LIMITATION REASONABLE LEGAL FEES AND EXPENSES, INCURRED BY THE INDEMNIFIED PARTIES IN CONNECTION WITH ANY CLAIM OR DEMAND ARISING OUT OF, RELATED TO, OR CONNECTED WITH YOUR USE OF THE EXTENSION, BEING A MEMBER, SOMEONE POSING AS YOU, OR YOUR BREACH OF THESE TERMS. YOU HEREBY UNDERTAKE AND AGREE TO PROMPTLY ASSIST AND CO-OPERATE AS FULLY AS REASONABLY REQUIRED BY ANY OF THE INDEMNIFIED PARTIES IN THE DEFENCE OF ANY SUCH CLAIM OR DEMAND. YOU FURTHER AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS EACH OF MOVEMBER CANADA, ITS LICENSORS, PROVIDERS AND AFFILIATES FROM ALL SUITS, DAMAGES, COSTS AND LIABILITIES WHATSOEVER ARISING FROM ANY TRANSACTIONS IN WHICH YOU ENGAGE OR ATTEMPT TO ENGAGE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ADVICE AND INFORMATION PROVIDED BY MOVEMBER CANADA, ITS LICENSORS, PROVIDERS, AFFILIATES OR ITS REPRESENTATIVES, WHETHER ORAL OR WRITTEN, WILL NOT CREATE ANY REPRESENTATION, WARRANTY OR CONDITION OR VARY OR AMEND THESE TERMS, INCLUDING THE ABOVE DISCLAIMER, LIABILITY EXCLUSION, LIABILITY LIMITATION, AND INDEMNITY PROVISIONS, AND YOU MAY NOT RELY UPON ANY SUCH ADVICE OR INFORMATION.

THE EXCLUSION OF CERTAIN WARRANTIES AND THE LIMITATION OF CERTAIN LIABILITIES ARE PROHIBITED BY LEGISLATION IN SOME JURISDICTIONS. SUCH LEGISLATIVE LIMITATIONS MAY APPLY TO YOU. THE DISCLAIMER, LIABILITY EXCLUSION, LIABILITY LIMITATION, AND INDEMNITY PROVISIONS IN THESE TERMS SURVIVE INDEFINITELY AFTER THE TERMINATION OF THESE TERMS.

20. Force Majeure

We will not be responsible for delays and failures in performance where performance is commercially impractical due to circumstances beyond our reasonable control including but not limited to, strikes,

labor difficulties, riot, fire, death or curtailment of the parties' usual source of supply, or governmental decrees and orders.

21. General Provisions

You may not assign or otherwise transfer any of your rights or obligations under these Terms without the prior written consent of Movember Canada, and any attempted assignment or transfer without such consent will be void. We may assign, sub-contract or novate any of our rights and/or obligations under these Terms and you agree to promptly execute any and all documents necessary or desirable for that purpose.

Nothing in these Terms shall be construed to create a partnership or agency relationship between you and us and neither of us shall have the right or authority to incur any liability debt or cost or enter into any contracts or other arrangements in the name of or on behalf of the other.

If we fail to insist that you perform any of your obligations under the Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

These Terms and the documents incorporated by reference constitute the entire agreement and understanding between us and you with respect of your access and use of the Extension and supersedes all previous agreements, representations and arrangements between us (either oral or written). Nothing in this clause shall limit or exclude our liability for fraudulent misrepresentation.

If any provision of the Terms (or part thereof) is found invalid or unenforceable, that provision shall be enforced to the maximum extent possible, and the other provisions contained herein will remain in full force and effect. Our failure to insist upon or enforce strict performance of any provision of the Terms shall not be construed as a waiver of any provision or right.

23. Governing Law

The Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of Ontario, Canada, and you agree that the courts of Ontario, Canada have exclusive jurisdiction to hear and determine any actions or proceedings that may arise out of or in connection with the Terms.

24. Contacting Us

If you have any questions, requests or complaints regarding these Terms please contact us using the following information:

Email: info.ca@movember.com

Mailing Address: 588 Richmond Street West, Toronto, Ontario, Canada, M5V1Y9

These Terms were last amended: 10 December 2018

