

ZOOLIFE | TERMS OF USE

Brizi Inc. d/b/a Zoolife (“Zoolife” / “we” / “us”) owns and operates the platform and application, and related Websites located at <http://zoolife.tv>. These terms of use apply to all individuals who use Zoolife platform, applications, websites or services, collectively, the “Services”. PLEASE READ THESE TERMS OF SERVICE CAREFULLY. By using our Services you indicate your acceptance of these terms of use (“Terms”). If you do not accept these terms of use, please refrain from using Zoolife’s Services.

1. SERVICES

1.1 The Zoolife Service, and any content viewed through our Service, is solely for your personal and non-commercial use. With your Zoolife limited access or purchase, we grant you a limited, non-exclusive, non-transferable, license to access and view Zoolife content. Except for the foregoing, no right, title or interest shall be transferred to you. Zoolife may revoke your license at any time in its sole discretion. Upon such revocation, you must promptly destroy all content downloaded or otherwise obtained through the service, as well as copies of such content, whether made in accordance with these Terms or otherwise.

2. GENERAL TERMS OF SERVICE

2.1 Your Registration Obligations: You are required to register with Zoolife in order to access and use certain features of the Service. If you choose to register, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the registration process. If you are under 13 years of age, you may use the Service only with the approval of your parent or guardian.

2.2 Uptime: Please note that Zoolife’s content availability is dependent on our partner zoos and animal sanctuary organizations providing this content. This content may be interrupted without notice due to hours of day, animal inactivity, emergencies, network interruptions, and any other factors that may/may not be within Zoolife’s control.

2.3 Member Account, Password and Security: You are fully responsible for any and all activities that occur under your password or account, and it is your responsibility to ensure that your password remains confidential and secure. You may not use another individual's account, and you may not provide another person with your login credentials to access your account. You agree to immediately notify Zoolife of any unauthorized use of your password or account or any other breach of security. Zoolife will not be liable for any loss or damage arising from your failure to comply with this.

2.4 Modifications to Service: Zoolife has the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Zoolife will not be liable to you or to any third party for any modification, suspension or discontinuance of the Service. We have no obligation to retain any of Your Account or user-generated content for any period of time.

2.5 General Practices Regarding Use and Storage: You acknowledge that Zoolife may establish general practices and limits concerning use of the Service, including without limitation the maximum period of time that data or other content will be retained by the Service and the maximum storage space that will be allotted on Zoolife’s servers. You agree that Zoolife has no responsibility or liability for the deletion or failure to store any data or other

content maintained or uploaded by the Service. You acknowledge that Zoolife reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that Zoolife reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

2.6 Mobile Services: Services may be accessed through a mobile device, where your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices.

2.7 Refunds: Due to the limitations of our platform today, we are unable to process any refunds retroactively in an automatic way through our system. Should you become dissatisfied with the Service, please contact us and we will manually refund your purchase and terminate your access. Refunds for annual pass purchases will be calculated based on the balance of time remaining after accounting for usage up until the date of cancellation, with the pricing for the monthly pass. Refunds are not available for accounts which have violated the terms of service; violations are determined at Zoolife's sole discretion. If Zoolife determines that you are abusing our refund policy, we reserve the right to suspend or terminate your account and refuse or restrict any and all current or future use of the Service without delivering a refund. To request a refund or to ask a question, email us at info@zoolife.tv.

2.8 Revenue Share: 50% of all revenue generated from purchases on Zoolife will be distributed to our partners in support of animal care and conservation. Please see our partner websites for how donations to their organizations are used in regards to the care and conservation of their animals. Zoolife reserves the right to modify this revenue share format at any time for any reason.

3. CONDITIONS OF USE

3.1 User Conduct: You agree to use Zoolife responsibly with regard for the rest of the user community using Zoolife. You agree to not abuse the camera controls on Zoolife so that the user community can all enjoy the Service. You are solely responsible for all content you publish via the Service. Zoolife reserves the right to investigate and take appropriate legal action against anyone who, in Zoolife's sole discretion, violates this provision, including without limitation, suspending or terminating the account of such violators and reporting you to the law enforcement authorities.

You agree to not use the Service to:

- email or otherwise upload any content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses 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; (iv) poses or creates a privacy or security risk to any person; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; (vi) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or otherwise objectionable; or (vii) in the sole judgment of Zoolife, is objectionable or

which restricts or inhibits any other person from using or enjoying the Service, or which may expose Zoolife or its users to any harm or liability of any type;

- interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- violate any applicable local, state, national or international law, or any regulations having the force of law;
- impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; solicit personal information from anyone under the age of 18;
- harvest or collect email addresses or other contact information of other users from the Service by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized;
- further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or
- obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Service.

3.2 Fees: To the extent the Service or any portion thereof is made available for any fee, you will be required to select a payment plan and provide Zoolife information regarding your credit card or other payment instrument. You represent and warrant to Zoolife that such information is true and that you are authorized to use the payment instrument. You will promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur. You agree to pay Zoolife the amount that is specified in the payment plan (as well as any applicable taxes) in accordance with the terms of such plan and this Terms of Service. You hereby authorize Zoolife to bill your payment instrument in accordance with the terms of the applicable payment plan (as well as any applicable taxes) until you terminate your account, and you further agree to pay any charges so incurred. If you dispute any charges you must let Zoolife know within sixty (60) days after the date that Zoolife charges you. We reserve the right to change Zoolife's prices. Your continued use of the Service after the price change becomes effective constitutes your agreement to pay the changed amount.

3.3 Recurring Subscriptions: If you select a Service with an auto renewal feature ("Recurring Subscription"), you authorize Zoolife to maintain your account information and charge that account automatically upon the renewal of the Service you choose with no further action required by you. In the event that Zoolife is unable to charge your account as authorized by you when you enrolled in a Recurring Subscription, Zoolife, may, in its sole discretion: (i) bill you for your Service and suspend your access to the Service until payment is received, and/or (ii) seek to update your account information through third party sources (i.e., your bank or a payment processor) to continue charging your account as authorized by you. Zoolife may change the price for Recurring Subscriptions from time to time and will communicate any price changes to you in advance and, if applicable, how to accept those changes. Price changes for Recurring Subscriptions will take effect at the start of the next subscription period following the date of the price change. As permitted by local law, you accept the new price by continuing to use your Recurring Subscription after the price change takes effect. If you do not agree with the price changes, you have the right to reject the change by cancelling your Recurring Subscription before the price change goes into effect. Please therefore make sure you read any such notification of price changes carefully.

You may cancel a Recurring Subscription at any time, but if you cancel your subscription before the end of the current subscription period, there will be no automatic of any subscription fees already paid. Following any cancellation, however, you will continue to have access to the service through the end of your current subscription period. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our users ("credits"). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance. You can cancel by contacting Support at info@zoolife.tv.

3.4 Commercial Use: Unless otherwise expressly authorized herein or by Zoolife in writing, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 Service Content, Software and Trademarks: You acknowledge and agree that the Service may contain content or features ("Service Content") that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by Zoolife, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Service Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you legally upload to the Service. In connection with your use of the Service you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. If you are blocked by Zoolife from accessing the Service (including blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Service or the Service Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Service or distributed in connection therewith are the property of Zoolife, our affiliates and our partners (the "Software"). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by Zoolife.

The Zoolife name and logos are trademarks and service marks of Zoolife (collectively the "Zoolife Trademarks"). Other Zoolife, product, and service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to Zoolife.

Nothing in this Terms of Service or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Zoolife Trademarks displayed on the Service, without our prior written permission in each instance. All goodwill generated from the use of Zoolife Trademarks will inure to our exclusive benefit.

4.2 Third Party Material: Under no circumstances will Zoolife be liable in any way for any content or materials of any third parties (including users), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result

of the use of any such content. You acknowledge that Zoolife does not pre-screen content, but that Zoolife will have the right (not the obligation) at our sole discretion to refuse or remove any content that is available via the Service. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

4.3 User Content Transmitted: Through the Service: With respect to the content or other materials you upload through the Service or share with other users or recipients (collectively, “User Content”), you represent and warrant that you own all right, title and interest in and to such User Content, including, without limitation, all copyrights and rights of publicity contained therein, and that you have all required rights to post or transmit such content or other materials without violation of any third-party rights. By uploading any User Content you hereby grant and will grant Zoolife, its affiliated companies and partners (including but not limited to Zoolife instructors, practitioners and other third parties providing instructional information through the Services, collectively “partners”) a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, adapt, perform, publish, distribute (through multiple tiers of distribution and partnerships), store, modify and otherwise use and fully exploit your User Content in any and all media, form, medium, technology or distribution methods now known or later developed and for any and all purposes (commercial or otherwise).

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information relevant to the Service (“Submissions”), provided by you to Zoolife, its affiliated companies or partners are non-confidential and Zoolife, its affiliated companies and partners will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You acknowledge and agree that Zoolife may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms of Service; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Zoolife, its users and the public. You understand that the technical processing and transmission of the Service, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

4.4 Copyright Complaints: Zoolife respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify Zoolife of your infringement claim in accordance with the procedure set forth below.

You may also contact us by mail at: **325 Front St. W. 4th Floor, Toronto ON, Canada M5V 2Y1**

4.6 Repeat Infringer Policy: In accordance with the DMCA and other applicable law, Zoolife has adopted a policy of terminating access, in appropriate circumstances and at Zoolife's sole discretion, users who are deemed to be repeat infringers. Zoolife may also at its sole discretion limit access to the Service and/or terminate the memberships of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

5. THIRD PARTY WEBSITES / CONTENT

The Service may provide, or third parties may provide, links or other access to other sites and resources on the Internet. Zoolife has no control over such sites and resources and Zoolife is not responsible for and does not endorse such sites and resources. You further acknowledge and agree that Zoolife will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such site or resource. Any dealings you have with third parties found while using the Service are between you and the third party, and you agree that Zoolife is not liable for any loss or claim that you may have against any such third party.

You may enable or log in to the Service via various online third party services, such as social media and social networking services like Facebook or Google (“Social Networking Services”). By logging in or directly integrating these Social Networking Services into the Service, we make your online experiences richer and more personalized. To take advantage of this feature and capabilities, we may ask you to authenticate, register for or log into Social Networking Services on the websites of their respective providers. As part of such integration, the Social Networking Services will provide us with access to certain information that you have provided to such Social Networking Services, and we will use, store and disclose such information in accordance with our Privacy Notice. However, please remember that the manner in which Social Networking Services use, store and disclose your information is governed solely by the policies of such third parties, and Zoolife shall have no liability or responsibility for the privacy practices or other actions of any third party site or service that may be enabled within the Service.

In addition, Zoolife is not responsible for the accuracy, availability or reliability of any information, content, goods, data, opinions, advice or statements made available in connection with Social Networking Services. As such, Zoolife is not liable for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Social Networking Services. Zoolife enables these features merely as a convenience and the integration or inclusion of such features does not imply an endorsement or recommendation.

6. IMPORTANT DISCLAIMERS

6.1 Internet Security Disclaimer. You understand that the transmission of User Content is necessary to use BriziCam and Services. Therefore, You expressly consent to Brizi’s data storage, which will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by Brizi. Brizi is committed to protecting your privacy and we have safeguards in place that comply with privacy regulations and laws; however, You acknowledge and understand that User Content may be accessed by unauthorized persons when communicated across the Internet, network communications facilities, or other electronic means. Brizi is not responsible for any User Content which is delayed, lost, altered, intercepted or stored during the transmission of any data whatsoever across public networks not owned or operated by Brizi, including, the Internet and your local network. You agree that Brizi is not in any way responsible for any interference with your use of or access to the Services or security breaches arising from or attributable to the Internet and You waive any and all claims against Brizi in connection therewith.

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6.2. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES SHALL BRIZI BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES THAT RESULT FROM (I) YOUR USE OF OR YOUR INABILITY TO USE, THIS WEBSITES OR ANY OF THE INFORMATION OR MATERIALS CONTAINED ON THIS WEBSITES, (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, DATA, INFORMATION OR SERVICES, (III) ERRORS, MISTAKES, OR INACCURACIES IN THE MATERIALS ON THE WEBSITES, (IV) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY KIND WHATSOEVER ARISING FROM OR RELATING TO YOUR USE OF THE WEBSITES, ANY BUGS, VIRUSES, TROJAN HORSES, OR ANY OTHER FILES OR DATA THAT MAY BE HARMFUL TO COMPUTER OR COMMUNICATION EQUIPMENT OR DATA THAT MAY HAVE BEEN TRANSMITTED TO OR THROUGH THE WEBSITES, OR (V) ANY ERRORS OR OMISSIONS IN ANY MATERIAL ON THE WEBSITES OR ANY OTHER LOSS OR DAMAGE OF ANY KIND ARISING FROM OR RELATING TO YOUR USE OF THE WEBSITES. THESE LIMITATIONS SHALL APPLY EVEN IF BRIZI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, BRIZI'S LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL OF ANY AMOUNTS PAID BY YOU TO BRIZI IN THE TWO MONTHS PRECEDING THE DATE THAT THE CLAIM WAS FIRST MADE AGAINST BRIZI (IF ANY). THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULLEST EXTENSION PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

6.3 INDEMNIFICATION YOU SHALL INDEMNIFY, DEFEND AND HOLD BRIZI AND ITS

SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM ALL CLAIMS, THREATS, ACTIONS, PROCEEDINGS, DEMANDS, DAMAGES, LOSSES, OBLIGATIONS, COSTS, AND EXPENSES INCLUDING REASONABLE ATTORNEYS' FEES, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF MATERIALS SUBMITTED, POSTED, TRANSMITTED OR MADE AVAILABLE BY YOU THROUGH THE BRIZI PLATFORM (INCLUDING USER CONTENT), YOUR USE OF THE BRIZI PLATFORM, ANY VIOLATION BY YOU OF THESE TERMS OF USE, ANY VIOLATION BY YOU OF ANY RIGHTS OF ANOTHER (INCLUDING, WITHOUT LIMITATION, ALL INTELLECTUAL PROPERTY RIGHTS AND RIGHTS OF PUBLICITY, PERSONALITY OR PRIVACY), OR ANY VIOLATION BY YOU OF ANY APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING THE COLLECTION, ACCESS, USE, DISCLOSURE AND STORAGE OF PERSONAL INFORMATION AND PERSONAL HEALTH INFORMATION, INCLUDING, WITHOUT LIMITATION, ANY CONSENT REQUIREMENTS THEREIN.

7. GENERAL

7.1 Termination. You agree that Zoolife, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service and remove and discard any content within the Service, for any reason, including, without limitation, for lack of use or if Zoolife believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Service, may be referred to appropriate law enforcement authorities. Zoolife may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this Terms of Service may be effected without prior notice, and acknowledge and agree that Zoolife may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that Zoolife will not be liable to you or any third party for any termination of your access to the Service.

7.2 Disputes Between Users. You agree that you are solely responsible for your interactions with any other user in connection with the Service and Zoolife will have no liability or responsibility with respect thereto. Zoolife reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Service.

7.3 Enforcement of Terms and Conditions. These Terms of Service constitute the entire agreement between you and Zoolife and govern your use of the Service, superseding any prior agreements between you and Zoolife with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use affiliate or third party services, third party content or third party software. These Terms of Service will be governed by the laws of the State of California without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth in Section 10 above, you and Zoolife agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within San Francisco County, California. The failure of Zoolife to exercise or enforce any right or provision of these Terms of Service will not constitute a

waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign this Terms of Service without the prior written consent of Zoolife, but Zoolife may assign or transfer this Terms of Service, in whole or in part, without restriction. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. Under no circumstances shall Zoolife be held liable for any delay or failure in performance resulting directly or indirectly from an event beyond its reasonable control. The Service may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Service.

7.4 Survival. All representations, warranties and conditions made by You in these terms of use shall survive the termination of these terms of use. Unless otherwise explicitly identified as terminating elsewhere in these terms of use, all licenses granted by You in these terms of use shall survive their termination. All payment obligations incurred by You prior to the termination of these terms of use shall survive their termination.

7.5 Entire Agreement. These terms of use, together with any privacy policies that may be published on the Websites, constitutes the entire agreement between the parties relating to the Websites and all related activities. These terms of use shall not be modified except in writing signed by both parties or by a new posting of these terms of use issued by Brizi.

7.6 Legal Jurisdiction. This Agreement and any action related thereto shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

If you have any questions about these Terms of Use or if you wish to make any complaint or claim with respect to the Websites, Zoolife, or Services please contact us at info@zoolife.tv.

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