

PEEP INC. ("**Peep**") and The PEEPLE APP TERMS AND CONDITIONS OF SERVICE

BEFORE USING THE PEEPLE APPLICATION OR SERVICES, OR ESTABLISHING A USER ACCOUNT WITH PEEPLE, PLEASE READ THESE TERMS AND CONDITIONS OF SERVICE THOROUGHLY AND CAREFULLY. BY USING THIS APPLICATION OR ANY RELATED ONLINE APPLICATION OR SERVICES, YOU AGREE TO BECOME BOUND BY THESE TERMS AND CONDITIONS OF SERVICE. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS OR MEET ALL ELIGIBILITY REQUIREMENTS PLEASE DISCONTINUE USE OF THE APPLICATION, SERVICES AND APPLICATIONS IMMEDIATELY.

1. PURPOSE

The desire of Peep is to provide a safe place for you to manage your online reputation while making better decisions about the people around you. You will be able to recommend and be recommended by the people in your network in the following three categories: Professional, Personal, and Dating.

The Peep Internet site [www.forthepeep.com](http://www.forthepeep.com), lists all the mobile applications, related sites, content, features, and services offered on and in connection with these sites and applications (Collectively the "**Services**"). Wherever we use the term "**Application**", we mean any and all manners and platforms through or by which a user accesses or uses the Services, including but not limited to mobile applications and internet websites. The following terms and conditions of use ("**Terms**") outline your obligations when accessing and using the Services.

2. ACCEPTANCE OF TERMS AND RELIANCE

These Terms govern your use and access to the Services, and by such use and access you are agreeing to these Terms and confirming your agreement to enter into a binding contract with Peep Inc., a corporation with offices in Calgary, Alberta, Canada. You hereby acknowledge and agree that Peep Inc. is relying on your having read and understood and agreeing to be bound by the Terms.

3. ELIGIBILITY

In order to access this Application and use or subscribe to the Services you must be at least 21 years of age (the "**Minimum Age**"), and reside in Canada. If you do not meet the Minimum Age requirement, do not meet the residency requirement, or do not meet any other eligibility requirement set out herein or in any companion policy or document, you shall immediately stop using the Application or accessing the Services. Your continued use of the Application and Services is your certification and acknowledgement that you meet all stated eligibility requirements and agree to the Terms and Conditions of Service.

4. USER ACCOUNTS/MEMBERSHIP

In order to access and use the Services you are required to create a user account which must be in your real name and include certain other information about you including but not necessarily limited to, Facebook account information and cellular phone number. All information provided by you shall be complete and accurate. You are prohibited from creating an account for anyone other than yourself and you are only permitted to have a single account. It is your responsibility to maintain the security and confidentiality of your account information, and for all information and

content made available through and in connection with your account. You agree to notify us immediately of any unauthorized use of your account. You expressly acknowledge that your name and personal information that you submit to Peeple may be made available to the public and to other users of the Services, and you expressly give your consent for this.

## 5. CONTENT

By submitting any recommendations or any other information of any type ("**Content**") you agree and acknowledge that all Content submitted by you is your full responsibility and you assume all risks and liabilities associated with and related to your Content. You understand and agree that once Content is published it may not be able to be removed. You understand and acknowledge that providing any Content which is offensive, defamatory, abusive, libelous, inaccurate, unlawful, threatening, obscene, vulgar or misleading; or which discloses any private or confidential information; or which discloses any proprietary or intellectual property right; or which exploits or which may lead to the harm of a minor; may expose you to liability for legal claims and potential damages. By using or accessing the Services you agree that it is your responsibility to evaluate the risks associated with the submission by you of Content. If you are in any way uncertain whether the submission of Content is unlawful or exposes you to liability we strongly recommend you obtain the advice and opinion of a lawyer prior to submitting any such Content.

You acknowledge that this Application and the Services are intended to be a passive channel for the publication and distribution of user-generated Content, and that Peeple does not control nor is it responsible in any way for the Content. You acknowledge that Peeple makes and has made no representations as to the accuracy, integrity, quality or appropriateness of any Content published on the Application or through the Services, nor does Peeple have any obligation to review, screen, monitor or approve any Content. Content provided by users does not reflect the views or opinions of Peeple, its directors, officers, owners, employees or agents. Peeple may, in its sole discretion, choose to remove any Content, but shall not be obligated to remove any Content nor shall Peeple be liable in any way for maintaining any Content as part of the Services. To the extent permitted by law you hereby release Peeple from any and all claims or liability related to any Content and waive any rights of claim or action against Peeple in relation to your use of or access to the Services or Content.

By submitting Content to Peeple you acknowledge its intended use and publication on the Application and through the Services, and correspondingly you hereby irrevocably grant to Peeple the continuous, non-exclusive, royalty-free right to use your Content for any purpose whatsoever and in any format. These rights shall be assignable, transferable, and licensable by Peeple.

If you feel that any Content violates these Terms or is otherwise unlawful, you may advise Peeple through our website [www.forthethepeople.com](http://www.forthethepeople.com).

## 6. PRIVACY

Peeple collects and maintains your personal information provided at the time you establish your membership account for the Application and Services. You expressly agree and acknowledge that your full name and contact information that you provide as part of your account membership may be published by Peeple as part of the

Services. You acknowledge further that this publication and disclosures by People of your personal information is an integral aspect of the functionality of the Application and Services.

7. OWNERSHIP OF APPLICATION AND SERVICE MATERIAL

All copyrights, trademarks, service marks, trade names, and other intellectual and proprietary rights associated with the People Application and Services are owned by People, including but not limited to graphical user interfaces, logos, images, slogans, taglines, site designs, web designs, non-user-generated content, our organization and presentation of user submitted Content, computer code, our recommendations formats and systems, and all other aspects of the Application and Services (collectively "**Site Material**") save and except for user submitted Content. You are prohibited from making any copies or modifications to any Site Material, and from distributing or exploiting any Site Material, in whole or in part, other than as may be expressly provided for herein.

8. INDEMNITY

You hereby agree to indemnify, defend and hold harmless People, its directors, officers, owners, employees, agents, subsidiaries, affiliates and any related companies from and against any and all claims, demands or actions, including costs, liabilities and legal fees on a solicitor and own client basis, arising out of or relating in any way to (i) your access to or use of the Services, (ii) your violation of the Terms, (iii) any Content provided by you, and (iv) any violation of rights or harm caused to another. People reserves the right however to assume the exclusive defense and conduct of any claim, action or matter for which you are required to indemnify us; provided however, that you shall be liable for any and all costs incurred by People in doing so.

9. DISCLAIMERS

You acknowledge that People has no control over and no duty to take any action regarding the Content users may submit regarding you, or what effects the Content may have on you, or how you or anyone else may interpret the Content, or what actions you may decide to take as a result of the Content. People hereby disclaims any and all liability to you for any loss or liability relating to the Application, the Services, and the Content. Under no circumstances will People be liable in any way for any Content, including, but not limited to any Content that contains errors, defamatory statements, or confidential or private information, or for any loss or damage of any kind incurred as a result of the use, publication or disclosure of any Content submitted, accessed, transmitted or otherwise conveyed via the Application or the Services. You waive the right to bring or assert any claim against People relating to Content, and release People from any and all liability for or relating to any Content.

THESE TERMS AND FOREGOING LIABILITY DISCLAIMER DO NOT AFFECT ANY LEGAL RIGHTS THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

10. NO WARRANTY

YOUR ACCESS TO AND USE OF THE APPLICATION AND SERVICES IS AT YOUR OWN RISK. THE APPLICATION AND SERVICES ARE PROVIDED ON AN 'AS-IS, AS AVAILABLE' BASIS WITHOUT WARRANTY OF ANY KIND, AND ANY AND ALL WARRANTIES OF ACCURACY ARE SPECIFICALLY DISCLAIMED.

11. LIMITATION OF LIABILITY

PLEASE READ THIS SECTION CAREFULLY. THIS SECTION LIMITS PEEPLE'S LIABILITY TO YOU FOR ISSUES THAT MAY ARISE IN CONNECTION WITH YOUR USE OF THIS APPLICATION, THE SERVICES AND THE CONTENT. IF YOU DO NOT UNDERSTAND ANY PORTION OF THIS SECTION OR ELSEWHERE IN THE TERMS, PLEASE CONSULT A LAWYER FOR CLARIFICATION BEFORE ACCESSING OR USING THIS APPLICATION OR THE SERVICES.

TO THE EXTENT PERMITTED UNDER LAW NEITHER PEEPLE NOR ITS DIRECTORS, OFFICERS, OWNERS, AFFILIATES OR EMPLOYEES SHALL BE LIABLE TO YOU OR OTHERS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF OPPORTUNITIES, REPUTATION, EMPLOYMENT, PROFITS OR REVENUES, RELATED TO THE SERVICES INCLUDING BUT LIMITED TO CLAIMS OR DAMAGES RELATED TO OFFENSIVE OR DEFAMATORY STATEMENTS, INACCURATE CONTENT, OR LOSS, USE OR CHANGES TO YOUR PERSONAL INFORMATION OR CONTENT, OR FOR ANY LOSS RESULTING FROM USE, PUBLICATION OR DISCLOSURE OF CONTENT OR IN CONNECTION WITH THE APPLICATION AND SERVICES, INCLUDING BUT NOT LIMITED TO ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, COMPENSATORY OR INCIDENTAL DAMAGES. THIS LIMITATION OF LIABILITY IS PART OF THE AGREEMENT BETWEEN YOU AND PEEPLE AND SHALL APPLY TO ALL CLAIMS OF LIABILITY SUCH AS BUT NOT LIMITED TO WARRANTY, TORT, NEGLIGENCE AND CONTRACT, AND EVEN IF PEEPLE HAS BEEN TOLD OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF THESE REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

IF PEEPLE OR ANY OF ITS DIRECTORS, OFFICERS, OWNERS, EMPLOYEES OR AFFILIATES ARE FOUND LIABLE FOR ANY LOSS OR DAMAGE THAT ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH YOUR USE OF THE APPLICATION OR THE SERVICES, OR IN RELATION TO THE CONTENT, THEN SUCH LIABILITY WILL IN NO EVENT EXCEED ONE-HUNDRED DOLLARS (CAD \$100.00). THIS LIMITATION OF LIABILITY REFLECTS A PROPER ALLOCATION OF RISK AS BETWEEN YOU AND PEEPLE, AND BY YOUR USE OF THE APPLICATION AND SERVICES YOU SPECIFICALLY ACKNOWLEDGE THIS ALLOCATION, LIMITATION AND YOUR AGREEMENT. THE LIMITATIONS SPECIFIED IN THIS SECTION WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE LIMITATIONS OF LIABILITY PROVIDED IN THESE TERMS INURE TO THE BENEFIT OF PEEPLE'S SUCCESSORS AND ASSIGNS.

12. NO INJUNCTION

In no event shall you seek or be entitled to injunctive or other equitable relief, or to enjoin or block the operation of the Application or the Services, legally or otherwise.

13. DISPUTE RESOLUTION

Good Faith Negotiations

Should a dispute arise regarding the interpretation or construction of, compliance with, or breach of these Terms, or in relation in any way to the use of or access to the Application or Services, or any other matter as between a user of the Application or Services and People, the relevant parties shall meet and negotiate in good faith in an attempt to resolve the dispute.

#### Arbitration

If any such dispute cannot be resolved through good faith negotiations between the parties within 30 days following the commencement of the negotiations, the parties agree that such dispute shall be conclusively settled by a single arbitrator chosen by People in its sole and exclusive discretion, and otherwise in accordance with the provisions of the *Arbitration Act* (Alberta). The parties agree that any arbitration proceedings shall take place in Calgary, Alberta, Canada. Any judgment, decision, or award rendered by any arbitrator pursuant to this section shall not be the subject of any further court proceedings except in connection with the enforcement of any such award by an Alberta court, and shall not be disclosed to third parties unless so required by law for enforcement or other purposes. The costs of arbitration, including legal fees and disbursements of the parties, shall be awarded by the arbitrator in the manner which the arbitrator considers appropriate under the circumstances.

#### 14. TERMINATION

You may deactivate your account at any time and for any reason by logging into the Application and going into your settings and choosing deactivate account. People may deactivate your account and prevent your use of the Application at any time and for any reason, with or without cause, without prior notice to you and without any liability or further obligation of any kind whatsoever to you or any other party. Notwithstanding any termination of your account, by either party and for any reason, except as People may decide in its sole and unfettered discretion, the following shall survive: (i) other users' rights to further share content and information you previously submitted to the Application and Service, and (ii) sections 8, 11, 12 and 17 of the Terms.

#### 15. RULES

By your access and use of the Application and Services, and your submission of or access to any Content, you agree that you shall not use the Application or Services for any purpose that prohibited by these Terms or is unlawful or for any other purpose which is not reasonably intended by People. In this regard you specially agree that you shall not (which list is not exhaustive):

- (a) Make statements on the Application or submit any Content which is defamatory, libelous, harassing, abusive, threatening or which otherwise infringes on the rights of others, or which is unlawful, fraudulent, obscene or otherwise objectionable;
- (b) Make statements on the Application or submit any Content which does or may harm minors, or which violates child pornography laws or child sexual exploitation laws;
- (c) Send electronic message from or through the Application or Services which violate any anti-spam or similar legislation;

- (d) Create a membership account in other than your own name and using your own personal information, or falsely state your identity;
- (e) Transmit any software or similar data or information which contains any viruses, Trojan horses, defects, or other items of a destructive nature, regardless of whether such transmission inhibits or restricts users of the Application or Services, and regardless of whether such transmission inhibits the performance of the Application or Services; or
- (f) Access or use (or attempt to access or use) another user's membership account.

#### 16. CHANGE TO TERMS

You agree that People may establish general practices, policies and limits, which may or may not be published, concerning the use of the Application and Services, including without limitation, the time that recommendations will be retained, the maximum number of recommendations that may be submitted, the length of recommendations sent, and the maximum number of times and the maximum duration for which you may access the Application and Services in a given period of time. You agree that People has no responsibility or liability for the deletion or failure to store any Content or other materials maintained or transmitted by or through the Application and Services. You agree that People has the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

#### 17. ENTIRE AGREEMENT

You agree that these Terms constitute the entire agreement as between you and People regarding the Application and Services.

#### 18. SEVERABILITY

If a court determines any part of these Terms to be unenforceable, you and us agree that the court should modify the terms to make that part enforceable while still achieving its intent. If the court cannot do that, you and us agree to ask the court to remove that unenforceable part and still enforce the rest of these Terms.

#### 19. JURISDICTION

The Application and Services are owned and operated by Peep Inc., an Alberta Canada corporation, and is governed by and operated in accordance with Canadian laws. These Terms, your use of the Application and Services, and your relationship with People shall be governed by the Laws of the Province of Alberta, regardless of the geographic location where any action is commenced, where the alleged violation occurred, or wherever you use or access the Application or Services. You hereby specifically attorn to the exclusive jurisdiction of the courts of the Province of Alberta, and waive any defense of *forum non conveniens* to a claim brought in such court. If you are located outside of Canada, you use this Application and the Services at your own risk and you are responsible for compliance with any applicable local and national laws. Please be aware that regardless of whether any personal information or other Content you provide to us or we obtain as a result of your use of this Application is collected in the USA and transferred to Canada or collected in Canada and transferred to the USA, you will always be subject to Canadian law. By assessing

this Application and using the Services, and providing us with any personal information you: (a) consent to the transfer and/or processing of any personal information to and from Canada and to the storage of your personal information outside of Canada; (b) acknowledge that Canadian law may provide a lower standard of protection for personal data than the laws of your location; and (c) understand that we will collect, transfer, store, process and/or deal with your personal information in accordance with these Terms, our Privacy Policy and Canadian law.