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HVR AFFILIATE PARTNER PROGRAM TERMS OF SERVICE

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HVR Technologies Inc. (“**HVR**”, “**we**”, “**our**” or “**us**”) makes available an online platform for content sharing and discussion (the “**Platform**”). After you (“**Affiliate Partner**”, “**you**” or “**your**”) open an affiliate partner account (“**Partner Account**”) on the Platform, HVR will provide you with the following (collectively, the “**Partner Program**”): (a) Content (as defined herein) to enable you to market, promote and direct traffic to the Platform; (b) certain services including, from time to time, reporting and content marketing opportunities within or in connection with the Platform; and (c) compensation as set out herein.

PLEASE READ THESE TERMS OF SERVICE (“**TERMS**”) CAREFULLY. THESE TERMS CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND HVR. THESE TERMS GOVERN YOUR ACCESS TO THE PARTNER PROGRAM. BY SIGNING UP FOR A PARTNER ACCOUNT, OR BY ACCESSING OR USING THE PARTNER PROGRAM, YOU AGREE TO BE BOUND BY THESE TERMS (INCLUDING THE LINKED DOCUMENTS REFERRED TO IN THESE TERMS), AS REVISED FROM TIME TO TIME. IF YOU DO NOT ACCEPT THESE TERMS, YOU MUST NOT ACCESS OR USE THE PARTNER PROGRAM. IF YOU ARE DISSATISFIED WITH THESE TERMS OR ANY OTHER TERMS, CONDITIONS, RULES, POLICIES, GUIDELINES OR PRACTICES APPLICABLE TO THE PARTNER PROGRAM, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESS TO AND USE OF THE PARTNER PROGRAM. YOU REPRESENT THAT YOU ARE AT LEAST THE LEGAL AGE OF MAJORITY IN YOUR JURISDICTION. IF YOU ARE ACCESSING OR USING THE PARTNER PROGRAM ON BEHALF OF AN ORGANIZATION, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THAT ORGANIZATION TO THESE TERMS, IN WHICH CASE “**YOU**” OR “**YOUR**” WILL REFER TO SUCH ORGANIZATION. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST NOT ACCESS OR USE THE PARTNER PROGRAM.

These Terms are effective on the earlier of the date (a) you click to accept these Terms, (b) you first sign up for a Partner Account, or (c) you otherwise access or use the Partner Program (the “**Effective Date**”). You acknowledge the HVR Privacy Policy located at <https://hvr.world/privacy-policy-2/> (the “**HVR Privacy Policy**”), as revised from time to time, and you consent and agree to our collection, use and disclosure of personal information as described in the HVR Privacy Policy.

- 1. Your Partner Account.** You must register for a Partner Account to access and use the Partner Program. You must provide the information reasonably requested by HVR for that purpose. You are responsible for maintaining the confidentiality of your user name and password. HVR recommends that you use a strong password and that you change it frequently. You agree not to disclose your HVR user name or password to any third party. HVR may reject, or require that you change, your user name or password. You represent and warrant to HVR that you have not misrepresented any information that you have provided to HVR in connection with your Partner Account. You are solely responsible for all activities that occur under your Partner Account. If you become aware of any

unauthorized use of your Partner Account, you must notify HVR immediately. It is your responsibility to update or change your Partner Account information, as appropriate.

2. **Your Privacy and Personal Information.** For a summary of how HVR collects, uses and discloses personal information, please see the HVR Privacy Policy. When you use the Partner Program, you may also interact with others, such as (without limitation) other users of the Platform, other affiliate partners, service providers, or providers of Third Party Services. The HVR Privacy Policy only describes how HVR collects, uses and discloses your personal information. To understand how others with whom you interact collect, use and disclose your personal information, you must review their privacy policies.
3. **Content.** HVR grants you a personal, revocable, limited, non-exclusive, royalty-free, non-sublicensable, non-transferable license to use the links (including the Partner Program Link (as defined herein)), text, audio, video, images, and other content that HVR makes available to you, from time to time, via the Partner Program ("**Content**"). These Terms permit you to use the Partner Program for your personal use only, and not for any commercial purpose, except as otherwise expressly permitted herein. For greater certainty, HVR, in its sole discretion, may terminate or suspend your access to and use of the Partner Program and your license to use Content at any time, for any reason or no reason, with or without notice to you, and without any liability to you or any other person. If HVR terminates or suspends your access to and use of the Partner Program or your license to use the Content, these Terms will nevertheless continue to apply in respect of your use of the Partner Program and Content prior to such termination or suspension, as applicable.
4. **Unacceptable Use.** You will not (a) make the Partner Program or Content available to, or use the Partner Program or Content for the benefit of, anyone other than yourself, (b) sell, resell, license, sublicense, distribute, make available, rent or lease the Partner Program or Content, or include the Partner Program or Content in a service bureau or outsourcing offering, (c) use the Partner Program or Content to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party rights, including intellectual property rights and privacy rights, (d) use the Partner Program or Content to send spam, or to store or transmit any virus, Trojan horse, worm, or other software, script or code, the effect of which is to permit unauthorized access to, or to alter, disable, encrypt, erase, or otherwise harm, any computer, systems, software or data ("**Malicious Code**"), (e) interfere with or disrupt the integrity or performance of the Partner Program or Content, (f) attempt to gain unauthorized access to the Partner Program or Content or their related systems or networks, (g) access or use any HVR intellectual property except as permitted under these Terms, (h) copy or make derivative works from all or any part of the Partner Program or Content or any part, feature, function or user interface of the Partner Program or Content, (i) frame or mirror any part of the Partner Program or Content, or otherwise incorporate any portion of the Partner Program or Content into any product or service, (j) access or use the Partner Program or Content in order to build a competitive product or service or to benchmark with a non-HVR product or service, (k) reverse engineer the Partner Program or Content, or any software used to provide them (to the extent such restriction is permitted by applicable laws), (l) access or use any part of the HVR Partner Program or Content that is (expressly or implicitly) not intended for use by you, (m) use any non-HVR automation code in relation to the Partner Program or Content (including any "bot" or "spider"), (n) collect or harvest any information from the Partner Program or Content in a bulk or systematic way, (o) remove, alter, or obscure any proprietary notices on the Partner Program or Content, (p) probe, scan, or test the vulnerability of the Partner Program or Content, or any network connected to them, or breach the security or authentication measures on them or on any network connected to them, (q) collect, harvest, reverse look-up, trace, or otherwise seek to obtain any information on any other user of or visitor to the Platform, (r) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Partner Program or any systems or networks connected to them, or (s) forge headers, impersonate a person, or otherwise manipulate identifiers in order to disguise your identity or the origin of any message you send to HVR or any other person on or through the Partner Program.

5. **Reservation of HVR Rights.** HVR and its licensors and the providers of the Partner Program and Content have and will retain all right, title and interest in and to the Partner Program and Content, and the software and systems used to provide them (including all patent, copyright, trademark, trade secret and other intellectual property rights), and all copies, modifications and derivative works of any of them. You acknowledge that you are obtaining only a limited right to access and use the Partner Program and Content. No rights are granted to you under these Terms other than as expressly set forth in these Terms.
6. **License to Use Your Partner Materials and Partner Branding Elements.** As between you and HVR, you own all right, title and interest in and to all any text, audio, video, images, and other content that is provided to HVR by you (or by others on your behalf) ("**Partner Materials**") and your trademarks, logos, trade names and service marks provided to HVR by you ("**Partner Branding Elements**"). You grant to HVR, its affiliates and applicable contractors a worldwide, limited-term license to host, copy, transmit and display your Partner Materials and Partner Branding Elements as necessary for HVR to provide the Partner Program in accordance with these Terms.
7. **License to Use Your Feedback.** You grant to HVR and its affiliates a worldwide, perpetual, irrevocable, royalty-free, transferable, sublicensable license to use and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by you.
8. **Third Party Services.** Some Partner Program services are provided by HVR and some Partner Program services are provided by third parties ("**Third Party Services**"). You are responsible for all fees and taxes that may be charged for the use of Third Party Services. You use any Third Party Services at your own risk. HVR makes no representations or warranties with respect to, nor does it guarantee or endorse, any Third Party Services. HVR does not guarantee the continued availability of Third Party Services, and HVR may disable a Third Party Service in HVR's sole discretion. Your dealings with the provider of any Third Party Services are solely between you and the provider. Accordingly, HVR expressly disclaims responsibility and liability for all Third Party Services, and you agree that HVR shall not be responsible for any loss or damage of any sort incurred as a result of any such dealings or as a result of your use of Third Party Services. If you have any issues with a Third Party Service, you must contact the provider of the Third Party Service directly.
9. **Third Party Content** Some Content is provided by HVR, and other content is provided by providers of Third Party Services and other third parties (collectively, "**Third Party Content**"). You use any Third Party Content at your own risk. HVR makes no representations or warranties with respect to, nor does it guarantee or endorse, any Third Party Content. HVR does not guarantee the continued availability of Third Party Content, and HVR may disable any Third Party Content in HVR's sole discretion. Your dealings with the provider of any Third Party Content are solely between you and the provider. Accordingly, HVR expressly disclaims responsibility and liability for all Third Party Content, and you agree that HVR shall not be responsible for any loss or damage of any sort incurred as a result of any such dealings or as a result of your use of Third Party Content.
10. **Links to Other Sites.** The Partner Program or Content may provide links to other sites on the Internet for your convenience in locating or accessing related information, products, and services. These sites have not necessarily been reviewed by HVR and are maintained by third parties over which HVR exercises no control. Accordingly, HVR expressly disclaims any responsibility for the content, the materials, the accuracy of the information, and/or the quality of the products or services provided by, available through, or advertised on these third-party websites. Moreover, these links do not imply an endorsement with respect to any third party or any website or the products or services provided by any third party.
11. **Content, Functionality and Access.** HVR may at any time, with or without notice, without liability, and for any reason (a) remove any Content from the Partner Program, (b) remove any functionality from the Partner Program, (c) change any functionality in the Partner Program, (d) modify the

Partner Program or Content, and (e) deny any person access to the Partner Program or Content. HVR furthermore reserves the right to take any action related to the Partner Program or Content that is required to comply with applicable law.

12. **Disclaimer of Warranties.** THE PARTNER PROGRAM AND CONTENT ARE PROVIDED “AS IS” AND “AS AVAILABLE”, AND MAY INCLUDE ERRORS, OMISSIONS, OR OTHER INACCURACIES. YOUR USE OF THE PARTNER PROGRAM AND CONTENT IS AT YOUR OWN RISK. HVR DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, COVENANTS AND CONDITIONS (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) IN CONNECTION WITH THE PARTNER PROGRAM AND CONTENT, INCLUDING ANY WARRANTIES, REPRESENTATIONS, COVENANTS OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, PERFORMANCE, AND NON-INFRINGEMENT. HVR MAKES NO REPRESENTATION OR WARRANTY THAT THE PARTNER PROGRAM AND CONTENT WILL OPERATE ERROR FREE OR IN AN UNINTERRUPTED FASHION, OR THAT THE PARTNER PROGRAM OR CONTENT WILL BE SECURE, OR THAT ANY FILES OR INFORMATION THAT YOU DOWNLOAD FROM THE PARTNER PROGRAM AND CONTENT WILL BE FREE OF MALICIOUS CODE. HVR IS NOT RESPONSIBLE FOR THE SECURITY OF ANY INFORMATION TRANSMITTED TO OR FROM THE PARTNER PROGRAM OR THE CONTENT. HVR MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT ANY THIRD PARTY WEBSITES OR RELATED CONTENT DIRECTLY OR INDIRECTLY ACCESSED THROUGH LINKS IN THE PARTNER PROGRAM OR CONTENT. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE PARTNER PROGRAM OR CONTENT IS TO STOP USING THEM.
13. **Limitation of Liability.** IN NO EVENT WILL THE MAXIMUM AGGREGATE LIABILITY OF HVR (AND HVR’S DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, SUPPLIERS AND AGENTS, AND THIRD PARTY SERVICES AND THIRD PARTY CONTENT) FOR ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS AND EXPENSES (INCLUDING LEGAL FEES AND EXPENSES) (COLLECTIVELY “LOSSES”) TO YOU RELATED TO THE PARTNER PROGRAM OR CONTENT, OR THESE TERMS, EXCEED THE LESSER OF (A) THE DIRECT DAMAGES SUFFERED BY YOU, AND (B) \$100. ANY ACTION COMMENCED BY YOU AGAINST HVR MUST BE BROUGHT WITHIN 12 MONTHS OF THE CAUSE OF ACTION ARISING.
14. **No Claim for Certain Damages.** IN NO EVENT WILL HVR (OR HVR’S DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, SUPPLIERS AND AGENTS, AND THIRD PARTY SERVICES AND THIRD PARTY CONTENT) BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR AGGRAVATED DAMAGES, OR FOR ANY LOSS OF REVENUE, SAVINGS, INCOME, BUSINESS, PROFIT, GOODWILL OR REPUTATION WHATSOEVER BASED ON ANY LEGAL THEORY (INCLUDING TORT OR NEGLIGENCE), AND EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.
15. **Some Disclaimers, Exclusions or Limitations May Not Apply.** In some circumstances, applicable law may not allow for limitations on certain implied warranties, or exclusions or limitations of certain damages. Solely to the extent that such law applies to you, some or all of the above disclaimers, exclusions or limitations may not apply to you.
16. **Indemnity.** You will indemnify and hold HVR (and HVR’s directors, officers, employees, partners, suppliers and agents, Third Party Services and Third Party Content) harmless from all Losses arising from your use of the Partner Program or Content, or your breach of any of these Terms, and from all Losses arising from allegations that your Partner Materials or Partner Branding Elements infringe any intellectual property rights of a third party, or any statements, claims, representations or warranties made by you about the Partner Services or Content that are not authorized in accordance with these Terms or otherwise approved in writing by HVR.

17. **Failure to Comply.** If you fail to comply with these Terms, then, without limiting any other right or remedy available to HVR, HVR may suspend or terminate your license to use all or any part of the Partner Program or Content.
18. **Term.** These Terms will commence on the Effective Date and continue for a period of 3 years, unless earlier terminated in accordance with these Terms.
19. **Compensation.** Subject to your compliance with these Terms, HVR will compensate you as follows:
 - (a) In an amount equal to 10% of the revenue generated from unique Platform users who register for the Platform via the unique Platform download link, provided to you by HVR, that you can share with others (“**Partner Program Link**”). You acknowledge and agree that HVR’s obligation to compensate you, as set out in this section, commences only after you generate at least \$100 in revenue from the registration of unique Platform users via your Partner Program Link.
 - (b) In an amount equal to 50% of the revenue generated from the Platform’s page activity feed related to your Claimed Website (as defined herein). You acknowledge and agree that HVR’s obligation to compensate you, as set out in this section, commences only after you claim your website(s), in accordance with the process set out on the HVR website, as revised from time to time (“**Claimed Website**”).
20. **Export Controls.** These Terms are expressly made subject to any laws, regulations, orders or other restrictions on export from the United States of America or Canada of any of the Partner Program or Content, or any information about any of them, which may be imposed from time to time by the governments of the United States of America or Canada. You shall not export any of the Partner Program, Content, or any information about any of them without the prior written consent of HVR and compliance with such laws, regulations, orders and other restrictions. You represent and warrant that (a) you are not located in a country that is subject to a U.S. or Canadian government embargo, or that has been designated by the U.S. or Canadian government as a “terrorist supporting” country, and (b) you are not listed on any U.S. or Canadian government list of prohibited or restricted parties.
21. **Amendments.** The “last revised” legend above indicates when these Terms were last amended. HVR may unilaterally amend all or any part of these Terms at any time by updating these Terms on the Platform or our website found at <https://hvr.world/>. If you disagree with any amendments, you may refuse the amendments and cease using the Partner Program and Content immediately. There will be no cost or penalty for doing so. If you continue to access or use the Partner Program or Content following any amendment, you thereby agree to the amended Terms. You agree to review these Terms regularly to determine your rights and responsibilities.
22. **Governing Law & Jurisdiction.** These Terms, and any dispute, controversy or claim arising under, out of, in connection with, or related to (a) the Partner Program or the Content, or (b) these Terms, or their subject matter, negotiation, performance, renewal, termination, interpretation, or formation, shall be governed by and interpreted according to the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario, without regard to any conflicts of law rules that might apply the laws of any other jurisdiction. You and HVR each attorn to the exclusive jurisdiction of the courts of Ontario in respect of any such dispute, controversy or claim, except that, notwithstanding the foregoing, (i) you agree that HVR shall be entitled to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction anywhere in the world restraining any breach, threatened or actual, of your obligations under any provision of these Terms, and (ii) you agree that HVR shall be entitled to seek and be awarded an order from a court of competent jurisdiction anywhere in the world for the purpose of recognizing and enforcing any interim or final judgement, order, injunction, award or other relief granted or provided by the courts of Ontario, and you hereby waive any defence you might then have to the granting of such an order.

23. **Injunction.** You acknowledge that any breach, threatened or actual, of these Terms will cause irreparable harm to HVR, such harm would not be quantifiable in monetary damages, and HVR would not have an adequate remedy at law. You agree that HVR shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction anywhere in the world restraining any breach, threatened or actual, of your obligations under any provision of these Terms, and without the necessity of showing or proving any actual or threatened damage or harm, notwithstanding any rule of law or equity to the contrary. You hereby waive any requirement that HVR post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to HVR to enforce any provision of these Terms.
24. **Class Action Waiver.** Any proceedings to resolve or litigate any dispute, controversy or claim arising under, out of, in connection with, or related to (a) the Partner Program or the Content, or (b) these Terms, or their subject matter, negotiation, performance, renewal, termination, interpretation, or formation, will be conducted solely on an individual basis. Neither you nor HVR will seek to have any such dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No proceeding will be combined with another without the prior written consent of all parties to all affected proceedings. If this class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, then this section will not apply to those parts.
25. **General.** If any provision of these Terms is unlawful, void or unenforceable, then that provision shall be deemed severed from the remaining provisions and shall not affect the validity and enforceability of the remaining provisions. All rights and remedies of HVR granted or recognized in these Terms are cumulative, are in addition to and not in substitution for any rights or remedies at law, and may be exercised at any time and from time to time independently or in any combination. In these Terms (a) references to currency are to the lawful money of Canada, (b) "person" includes individuals, corporations, partnerships, joint ventures, associations, trusts, unincorporated organizations, societies and all other organizations and entities recognized by law, and (c) "including" (and similar variations) means including without limitation. These Terms, together with the HVR App End User License Agreement found at <https://hvr.world/terms-of-use/> ("**HVR Terms of Use**"), represent the entire agreement between you and HVR with respect to your access to and use of the Platform, Partner Program and Content, and they supersede all prior or contemporaneous terms, agreements, communications and proposals, whether electronic, oral, or written between you and HVR with respect to any of the foregoing. Failure by HVR to insist on strict performance of any of the terms or conditions of these Terms or the HVR Terms of Use will not operate as a waiver by HVR of that or any subsequent default or failure of performance. HVR's affiliates, HVR's directors, officers, employees, partners, suppliers and agents, Third Party Services and Third Party Content, are third party beneficiaries of the sections titled "Disclaimer of Warranties", "Limitation of Liability", "No Claim for Certain Damages" and "Indemnity". There are no other third party beneficiaries of these Terms. You may not assign these Terms without the prior written consent of HVR. HVR may assign these Terms without restriction. These Terms will enure to the benefit of and will be binding on you and HVR and your and its respective successors and permitted assigns.