

GOAT Generation Food Ltd.

TERMS OF USE

Last version updated: January, 2019

PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS DISCLAIMERS, LIMITATIONS AND EXCLUSIONS, AND A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW DISPUTES WILL BE RESOLVED.

1. CONTRACTUAL RELATIONSHIP

These Terms of Use ("**Terms**") govern the access or use by you, an individual or a company from within Canada of applications, websites, content, products, and services (the "**Services**") made available by GOAT Generation Food Ltd. a private company established in Canada, registered with Canada Revenue Agency BN 776928483 ("**GOAT**").

Your access and use of the Services constitute your agreement to be bound by these Terms, which establishes a contractual relationship between you and GOAT. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements between you and GOAT. GOAT may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Services. Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Services. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

GOAT may amend the Terms related to the Services from time to time without previous notification. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended.

2. GOAT SERVICES

The Services constitute a technology platform that enables users of GOAT's mobile application (the "**App**") or website (the "**Website**") provided as part of the Services to provide individuals seeking to donate food (a "**Donor**") and individuals seeking to make a monetary donation in exchange for the donated food (a "**Buyer**" and collectively with Food Donors "**Users**") with a platform to arrange and schedule food donation, purchase of donated food or products, a pick up time and location and, as a Donor, select a non-profit that you would like to support with a portion of the sale price of each transaction (the "**Non-profit**"). You can use the Services from a personal mobile device with the App. For avoidance of doubt, the Services are a platform to connect Donors and Buyers and GOAT does not transport, deliver, serve, cook or prepare the food in any way and will not be liable for the actions or omissions of: (i) any third-party, individuals, or households using the Services; (ii) any independent courier contractors or restaurants that provide services

through the Services; (iii) any Donors and/or Buyers; or (iv) any other person using the Services for any reason including, without limitation, for any issues related to product/food quality or timely pick up.

GOAT reserves the right to add or delete any Non-profit without previous notification.

Property Rights and Ownership

The Services and all rights therein are and shall remain GOAT's property or the property of GOAT's licensors. Neither these Terms nor your use of the Services convey or grant to you any rights in or related to the Services except for the limited license granted below, or to use or reference in any manner GOAT's company names, logos, product and service names, trademarks or services marks or those of GOAT's licensors.

Prohibitions

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by GOAT; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; link to, mirror or frame any portion of the Services; cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (iv) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

License and Use of Application

Subject to your compliance with these Terms, GOAT grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferrable license to: (i) access and use the App on your personal device solely in connection with your use of the Services; and (iv) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, non-commercial use. Any rights not expressly granted herein are reserved by GOAT and GOAT's licensors.

Content and Access by Third Party Service Providers

The Services may be made available or accessed in connection with third party services and content (including advertising) that GOAT does not control such as SQUARE, PAYPAL, GOOGLE, GOOGLE MAPS, APPLE STORE, GOOGLE STORE, AMAZON RELATIONAL DATABASE SERVICES, AMAZON WEB SERVICES, SMS providers, etc. You acknowledge that different terms of use and privacy policies may apply to your use of such third-party services and content.

GOAT does not endorse such third-party services and content and in no event shall GOAT be responsible or liable for any products or services of such third-party providers. Additionally, Apple Inc., Google, Inc., Microsoft Corporation or BlackBerry Limited and/or their applicable international

subsidiaries and affiliates will be third-party beneficiaries to this contract if you access the Services using applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third-party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third-party beneficiary's terms of service.

Availability & Updates

GOAT may alter, suspend, or discontinue the Services at any time and for any reason or no reason, without notice. The Services may be unavailable from time to time due to maintenance or malfunction of computer or network equipment or other reasons. GOAT may periodically add or update the information and materials without notice. While we try to ensure the Services are normally available twenty-four (24) hours a day, we do not undertake any obligation to do so, and GOAT will not be liable to you if the Services are unavailable at any time or for any period.

3. YOUR USE OF THE SERVICES

User Account and Use of Data

You must register for and maintain an active personal user Services account in order to use GOAT Services ("**Account**"). To open an Account with GOAT, you must be the age of legal majority in your country. Account registration requires you to submit to GOAT certain personal information, such as your name, address, mobile phone number, as well as at least one valid payment method. In order to effectively provide the Services, GOAT will also collect information in relation to your account regarding: (i) the information and content you provide while registering or using the Services; (ii) your interactions with other Users; (iii) your usage of the Services including the features you use, the actions you take, the people or accounts you interact with, and the time, frequency and duration of your activities; (iv) details regarding donations made through the Services; and (v) things others do and information they provide about you such as ratings and messages sent to you by other Users.

GOAT may also collect data from and about computers, phones and other web-connected devices you use to access the Services in order to better personalize content and features. Information that may be obtained from these devices includes: (i) attributes of the device including operating system, hardware, etc.; (ii) device operations including information about how the Services are used including mouse movements and whether a window is in the foreground or background; (iii) unique identifiers, device IDs and other identifiers from other accounts you may use; (iv) device signals including information about Bluetooth, Wi-Fi and cell towers; (v) data from device settings such as access to GPS location, camera, or photos (as allowed by the device settings turned on by User); (vi) details regarding name of mobile operator or internet service provider, mobile phone number, IP address; and (vii) data from cookies stored on your device.

The information that GOAT collects may be used by us: (i) to verify your eligibility to create and to maintain your Account; (ii) to enable us to provide certain security and privacy safeguards; (iii) for billing and payment-related issues; (iv) to protect ourselves and others from abuse; (v) to comply with laws; (vi) to compile aggregate statistics and demographic information for data analytics or other uses by GOAT or third parties; (vi) for testing, research, analysis and product

development by GOAT or third parties; (vii) to track the progress or location of a donated food item; and (viii) to perform any internal operations necessary to provide the Services.

You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access and use the Services or GOAT's termination of these Terms with you. You are responsible for all activity that occurs under your Account. You agree to maintain the security and secrecy of your Account username and password which is your responsibility.

User Content

GOAT may, in GOAT's sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to GOAT through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions ("**User Content**"). Any User Content provided by you remains your property. However, by providing User Content to GOAT, you grant GOAT a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and GOAT's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant GOAT the license to the User Content as set forth above; and (ii) neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content nor GOAT's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

Code of Conduct

You agree to comply with all applicable rules, regulations and laws when using the Services, and you may only use the Services for lawful purposes. You will not, in your use of the Services, cause harm, or damage to others intentionally or through recklessness.

Donors agree to comply with all applicable rules, regulations and laws and to handle all food according to the guidelines provided by GOAT and available on the App or the Website at www.goatgeneration.com or www.goatgeneration.ca and with reasonable regard for the safety of others. The Donor must comply with scheduled pick-up time by packing the food in a manner which will maintain the food's safety and fitness for human consumption and meeting at the location as agreed by the Donor and Buyer at the agreed upon time. You may not donate alcohol, cannabis products, or any other intoxicants.

The Buyer and the Seller are both responsible for arriving at the agreed upon location at the agreed upon time by their own means. Any food or product spoilage due to late pick-up is the Buyer's responsibility and charges will apply. See Section 5 – Payment, below.

All Users acknowledge that the Buyer is acquiring donated food and provincial laws regarding charitable donations of food generally protect donors from civil liability when acting in good faith. AS A BUYER YOU CANNOT HOLD GOAT OR THE DONOR RESPONSIBLE FOR ANY HARM OR DAMAGE CAUSED BY THE QUALITY, FITNESS, OR CONTENTS OF THE FOOD OR PRODUCT. Notwithstanding the foregoing, nothing in this policy should be construed as limiting the liability of any Donor for any action or inaction that amounts to negligence or bad faith in the storage or preparation of any donated products.

GOAT may provide Users with certain items to help facilitate the User's use of the Services including, but not limited to, a biodegradable food storage container in which the Donor may store food to facilitate the transfer to the Buyer (the "**Container**"). You agree that all items including the Container are only to be used in connection with the Services and not for personal use. For the avoidance of doubt, you agree that all Containers provided by GOAT are not to be used for any purpose other than facilitating the transfer of donated food to the Buyer.

While using the Services, accessing your Account, or uploading User Content you agree not to:

- (i) upload, post, email, transmit or otherwise make available any material that:
 - (a) is unlawful, harmful, poisoning, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, or racially or ethnically objectionable, encourages criminal behavior, gives rise to civil liability, violates any law, or is otherwise objectionable. You do not have a right to make available under any law or under a contractual relationship that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party (including privacy rights);
 - (b) is or contains unsolicited or unauthorized advertising, solicitations for business, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
 - (c) 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 or data or the Website or that of any Users or viewers of the Website or that compromises a User's privacy; or
 - (d) contains any falsehoods or misrepresentations or create an impression that you know is incorrect, misleading, or deceptive, or any material that could damage or harm minors in any way;
- (ii) impersonate any person or entity or misrepresent their affiliation with a person or entity; forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted to or through the Services or impersonate another person or organization;

- (iii) interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Website or App or probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (i) intentionally or unintentionally violate any applicable local, municipal, state, provincial, federal or international law or regulation;
- (iv) collect or store personal information about other Users;
- (v) license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Services; or
- (vi) modify, translate, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Services or any software provided as part of the Services;

except to the extent the foregoing restrictions are expressly prohibited by applicable law.

GOAT reserves the right to remove any User from the App or prohibit their use of the Services for failing to comply with any of these Terms.

Feedback

If you provide any member of GOAT with any suggestions, comments or other feedback relating to any aspect of the Services ("**Feedback**"), any member of GOAT may use such Feedback in connection with the Services. Accordingly, you agree that: (i) no member of GOAT is subject to any confidentiality obligations in respect to the Feedback; (ii) the Feedback is not confidential or proprietary information of you or any third party and you have all of the necessary rights to disclose the Feedback to GOAT; (iii) any member of GOAT (including all of its successors and assigns and any successors may freely use, reproduce, publicize, license, distribute, and otherwise commercialize Feedback in any GOAT Services; and (iv) You are not entitled to receive any compensation or reimbursement of any kind in respect of the Feedback.

By posting, uploading or transmitting any Feedback, you warrant and represent that you own or otherwise have all necessary intellectual property and moral rights in and to such Feedback including, without limitation, all the rights necessary for you to provide, post, upload, input or submit such Feedback. You are prohibited from posting, uploading or transmitting any Feedback that: (i) breaches any applicable municipal, provincial, national or international law' (ii) is unlawful or fraudulent; (iii) amounts to unauthorized advertising; (iv) contains viruses or any other harmful programs; (v) contains any defamatory, obscene or offensive material; (vi) promotes violence or discrimination; (vii) infringes the intellectual property rights of another person; (viii) breaches any legal duty owed to a third party (such as a duty of confidence); (ix) promotes illegal activity or invade another's privacy; (x) gives the impression that they originate from us; or (xi) may be used to impersonate another person or to misrepresent your affiliation with another person or organization.

GOAT reserves the right and has the sole discretion to remove or edit at any time any Feedback posted, uploaded or transmitted to the Services that we determine breaches a prohibition detailed

above, is otherwise objectionable or may expose us or any third parties to any harm or liability of any type, or for any other reason.

The Feedback contained on the Services is for information purposes only and does not constitute advice from us. Feedback reflects the opinions of customers who have ordered through the Services and any statements, advice or opinions provided by such persons are theirs only. Accordingly, to the full extent permitted by law, GOAT assumes no responsibility or liability to any person for any Feedback, including without limitation any mistakes, defamation, obscenity, omissions or falsehoods that you may encounter in any such materials.

Text Messaging

By creating an Account with GOAT, you agree that the Services may send you text (SMS) messages as part of the normal business operation of your use of the Services.

Device and Network access

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and any updates thereto. GOAT does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

4. USER SAFETY; YOUR INTERACTION WITH OTHER USERS

GOAT is not responsible for the conduct of any User. You agree to use caution in all interactions with other Users, particularly if/when you provide your address as a pick-up location and/or meet at the pick-up location. You agree that you will not provide your financial information (for example, your credit card or bank account information), or wire or otherwise send money, to other Users.

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS. YOU UNDERSTAND THAT GOAT DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS ON ITS USERS OR OTHERWISE INQUIRE INTO THE BACKGROUND OF ITS USERS. GOAT MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS. GOAT RESERVES THE RIGHT TO CONDUCT – AND YOU AGREE THAT GOAT MAY CONDUCT - ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS AT ANY TIME USING AVAILABLE PUBLIC RECORDS.

5. PAYMENT

You understand that use of the Services may result in charges to you for the services or goods you receive ("**Charges**"). After you have received services or goods obtained through your use of the Services, GOAT will facilitate your payment of the applicable Charges on behalf of the Non-profit. Payment of the Charges in such manner shall be considered the same as payment made directly by you to the Non-profit. Charges will be inclusive of applicable taxes where required by

law. Charges paid by you are final and non-refundable, unless otherwise determined by GOAT. You retain the right to request refunds by GOAT for services or goods received by you from GOAT at the time you receive such services or goods. After investigation, GOAT will retain the right to accept or deny any refunds.

Prices will be as quoted on the App and will have applicable sales taxes and administrative fees. The Charges will be applied to the Buyer's Account or method of payment when the order is confirmed through the App (the "**Confirmation**"). Payment for orders will be transacted through our applicable third-party payment processor. You consent to the collection and use of your information (including, if applicable, personal information) by such payment processing service as necessary to process your payments. We reserve the right to change, or to stop accepting, any permitted payment method at any time in our sole discretion. You agree we may charge your payment card, PayPal account, or any other card or account for any order placed and for any additional amounts (including any taxes and other fees) as may be applicable in connection with your purchase. You are responsible to ensure that all your billing information is current, complete, and accurate.

A Donor may cancel their intended donation at any time prior to the Confirmation or, if the Buyer does not pick up the donation, within one (1) hour following agreed upon pick-up time without penalty. If a donation is cancelled by reason of the Buyer not picking up the donation within one (1) hour of the agreed upon pick-up time the Donor may remove the donation from the agreed upon pick-up location. The Buyer will be charged the transaction amount in full

Following the Confirmation no User may cancel the transaction except as permitted by the Terms and a User's failure to carry out its obligations under these Terms may result in fees, penalties, or removal from the App and deletion of the User's Account.

All Charges are due immediately and payment will be facilitated by GOAT using the preferred payment method designated in your Account. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that GOAT may, use a secondary payment method in your Account, if available.

As between you and GOAT, GOAT reserves the right to establish, remove and/or revise Charges for any or all services or goods obtained using the Services at any time in GOAT's sole discretion. GOAT may from time to time provide certain Buyers with promotional offers and discounts that may result in different amounts charged for the same or similar services or goods obtained through the use of the Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you.

As a User you agree that: (i) 40% of the suggested price will be donated to a Non-for profit selected by the Donor from GOAT's list of acceptable organization; and (ii) 60% of the suggested price will be paid to GOAT as an administrative fee.

As a User you agree that GOAT will not provide a charitable tax receipt for your contribution, donation, or use of the Services.

6. LINKED WEBSITES; THIRD PARTY SERVICES

The Services may provide links to third party websites for your convenience only. The inclusion of these links does not imply that GOAT monitors or endorses these websites. GOAT does not accept any responsibility for such websites. GOAT shall not be responsible or liable, directly or indirectly, for any damage or loss, caused or alleged to be caused by or in connection with the use of or the reliance upon any information, content, goods or services available on or through any third party websites or linked resources.

The Services may present links to third-party web sites or third-party services not owned or operated by GOAT. GOAT is not responsible for the availability of these third-party sites or services or their contents. You agree that GOAT is not responsible or liable, directly or indirectly, for any damage or loss caused by or in connection with your use of or reliance on any content of any such third-party site or services or goods or services available through any such third-party site or services.

7. LOCATION BASED SERVICES

The Services may offer features based on the location of Users and/or be equipped to report the current locations of Users ("**Location Based Services**"). Use of such Location Based Services is solely at the individual discretion of the individual User by enabling Location Based Services to be shared by your cell phone or other portable device. Some services or portions of our services may not be available without authorizing Location Based Services to be shared with the App, and you agree that you have no access to such services without Location Based Services sharing enabled.

By using the Location Based Services and features, you consent to both the collection and transmission of your location information through the Services to other Users. For example, as a Donor your location will be displayed to Buyers or other Users in Google Maps or by other means in order to facilitate the transfer of the food. GOAT is not liable for any claim of harm or damages resulting from use of the Location Based Services, used alone or in combination with other personal information, gleaned from your User Content or other sources.

8. DISCLAIMERS; LIMITATION OF LIABILITY; FORCE MAJEURE; INDEMNITY

Disclaimer

GOAT DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF FOOD OR PRODUCTS PROVIDED BY DONORS. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." GOAT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, GOAT MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

Limitations of Liability

GOAT SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING PERSONAL INJURY, FOOD POISONING, DEATH, LOST PROFITS, LOST DATA, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, EVEN IF GOAT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. GOAT SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY USER OR THIRD-PARTY PROVIDER, EVEN IF GOAT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. GOAT SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND GOAT'S REASONABLE CONTROL. IN NO EVENT SHALL GOAT'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED ONE THOUSAND CANADIAN DOLLARS (CAD\$ 1,000).

GOAT'S SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE THE PICK UP OF PERISHABLE FOOD ITEMS, BUT YOU AGREE THAT GOAT HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY FOOD SPOILAGE, FOOD POISONING, OR INDIRECT DAMAGES CAUSED OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

Force Majeure

GOAT will not be liable or responsible for any failure to perform, or delay in performance of, any GOAT obligations under this Agreement that is caused by events outside of the reasonable control of GOAT ("**Force Majeure Event**"). A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes (without limitation) the following: (i) strikes, lockouts or other industrial action; (ii) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; (iii) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; (iv) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; (v) impossibility of the use of public or private telecommunications networks; and (vi) the acts, decrees, legislation, regulations or restrictions of any government.

GOAT's performance of its obligations under these Terms is deemed to be suspended for the period that any Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to find a solution by which our obligations under these Terms may be performed despite the Force Majeure Event.

Indemnity

You agree to indemnify and hold GOAT and its officers, directors, employees and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including legal fees) arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) GOAT's use of your User Content; or (iv) your violation of the rights of any third party.

9. ARBITRATION AND GOVERNING LAW

Except as otherwise set forth in these Terms, these Terms shall be exclusively governed by and construed in accordance with the laws of Alberta, Canada, excluding its rules on conflicts of laws. Any dispute, conflict, claim or controversy arising out of or broadly in connection with or relating to the Services or these Terms, including those relating to its validity, its construction or its enforceability (any "**Dispute**") shall be first mandatorily submitted to mediation proceedings under the Canadian Law. If such Dispute has not been settled within ninety (90) days after a request for mediation has been submitted to a mediation organization mutually agreed, such Dispute can be referred to and shall be exclusively and finally resolved by arbitration under the Rules of Arbitration of the ICC International Court of Arbitration ("**ICC Arbitration Rules**"). The ICC Rules' Emergency Arbitrator provisions are excluded. The Dispute shall be resolved by one (1) arbitrator to be appointed in accordance with the ICC Rules. The place of both mediation and arbitration shall be Calgary, Canada. The language of the mediation and/or arbitration shall be English, unless you do not speak English, in which case the mediation and/or arbitration shall be conducted in both English and your native language. The existence and content of the mediation and arbitration proceedings, including documents and briefs submitted by the parties, correspondence from and to the International Court of Arbitration, correspondence from the mediator, and correspondence, orders and awards issued by the sole arbitrator, shall remain strictly confidential and shall not be disclosed to any third party without the express written consent from the other party unless: (i) the disclosure to the third party is reasonably required in the context of conducting the mediation or arbitration proceedings; and (ii) the third party agrees unconditionally in writing to be bound by the confidentiality obligation stipulated herein.

10. OTHER PROVISIONS

Claims of Copyright Infringement

Claims of copyright infringement should be sent to GOAT's representative by email admin@goatgeneration.com or our website: www.goatgeneration.com

Severability

If any provision of these Terms are found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

Waiver

GOAT's failure to enforce any part of these Terms shall not constitute a waiver of GOAT's right to later enforce that or any other part of these Terms. Waiver of compliance in any particular instance does not mean that we will do so in the future. In order for any waiver of compliance with

these Terms to be binding, GOAT must provide you with express written notice of such waiver, provided by one of our authorized representatives.

General

You may not assign or transfer these Terms in whole or in part without GOAT's prior written approval. You give your approval to GOAT for it to assign or transfer these Terms in whole or in part, including to: (i) a subsidiary or affiliate; (ii) an acquirer of GOAT's equity, business or assets; or (iii) a successor by merger. No joint venture, partnership, employment or agency relationship exists between you, GOAT or any Third-Party Provider as a result of the contract between you and GOAT or use of the Services.

If any provision of these Terms is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of these Terms but the legality, validity and enforceability of the other provisions in these Terms shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable provision or part thereof with a provision or part thereof that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable provision or part thereof, given the contents and purpose of these Terms. These Terms constitute the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter. In these Terms, the words "including" and "include" mean "including, but not limited to".