

WIRELESS DNA - WEBSITE TERMS OF USE

1. INTRODUCTION

Thank you for your interest in the website of Wireless DNA Inc. ("**Wireless DNA**"/"**we**"/"**us**"/"**our**" hereinafter). We welcome you/user/customer to our website ("**Website**" hereinafter)! This Website contains data including but not limited to software, plain text, audio and video clips, images, codes and other materials (collectively referred to as "**Website Content**" hereinafter), provided by Wireless DNA for informational purposes only.

By accessing the Website or downloading any Website Content, you agree to be bound by the Terms of Use set out below ("**Terms of Use**" hereinafter). If you do not agree to these Terms of Use, do not access this Website or any of this Website's Content.

You should be aware that we reserve the right to alter, amend, add, or remove any part of these Terms of Use at any time. We depend on you to keep us informed. Therefore, kindly check for updates on a regular basis. You will be deemed to have accepted any changes to the Terms of Use if you continue to use the Website after they have been posted.

2. REGISTRATION, ACCOUNTS AND PASSWORDS

Please note that Wireless DNA shall NOT be responsible or liable, directly or indirectly, in any way for any harm, loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with this Section or any of the Terms of Use. You may have a commercial interest and/or you may have a non-commercial interest in your dealings with us. Regardless of the nature of your interest as aforesaid, you agree to these Terms of Use and abide by the same.

Some of the features on our Website could require registration or subscription and you would need to set up your account to access some features. If you choose to register or subscribe for an account, you agree to provide accurate and current information about you during the registration or subscription process, and to promptly update such information as necessary to ensure that it is kept accurate and complete. You are responsible for protecting your account(s) and password(s) and for all use of your account by yourself and other users (authorized or not). You must notify us immediately if you suspect unauthorized use of your account. You agree that Wireless DNA may rely on any changes you make to your account (such as requested changes to your Wireless DNA services) and we shall not be responsible for any errors or omissions in any changes you incorrectly request through your account. Any purchases of products and services you make through your Wireless DNA account accessed through the Website are subject to the Terms of Use applicable to such purchases.

3. PRIVACY

We are committed to maintaining the confidentiality, security, privacy and accuracy of your personal information. We consider your personal information to be information about you as an identifiable individual that is protected by law.

Following points will help you understand how your personal information is collected, used and disclosed when you access and use our Website,:

1. Cookies: the Website uses cookies (small text files that contain a unique identifier that identifies your browser – but not you - each time you visit our Website). Cookies informs us which pages of our Website are visited and by how many people. This helps us in understanding what information is useful and what might need improvement. You may manage your cookie preferences on your web browser, but note that if you refuse to use them, some features of the Website might not work for you.
2. Transactions and inquiries: You may be asked for personal information, such as your name, your address or e-mail address, phone number, payment information and in some cases permission to conduct a credit inquiry when you order a product or service online.
3. Quality assurance: Wireless DNA may capture, replay and analyze details of your Website visits to find site errors or issues and understand the impact that transaction failures have on business processes and to improve the operation of the Website.
4. Contests and promotions: You have the option to take part in any contests or promotions Wireless DNA runs to publicise and market our products and services. Wireless DNA may ask for your consent to use your personal information when you enter certain competitions or campaigns in order to contact you about products or services you may find interesting.

For additional information on how your personal information is collected, used and disclosed by Wireless DNA in connection with your use of this Website, please consult our Privacy Policy available at <https://wirelessdna.ca/privacy>, where you may also find the answers to most of your frequently asked questions.

4. RESTRICTIONS ON USE OF MATERIALS

Wireless DNA grants you a limited non-exclusive, non-transferable license to use and display on your computer or other electronic access device, the Website Content for your own personal and non-commercial use only, provided that you do not modify the Website Content and that you maintain all copyright and other proprietary notices.

All of our Website Content is protected by copyright. The Website Content is: Copyright © of Wireless DNA Inc. its affiliates and/or licensors/licensees. All rights reserved. Hence our Website Content is protected by Canadian and worldwide copyright laws and treaty provisions.

Except as provided herein, you agree NOT to publish, communicate, broadcast, retransmit, make derivative works of, reproduce, distribute, sell, or otherwise make available any of the Website Content obtained through the Website, including without limitation, by caching, framing or similar means, without the prior written consent of the respective copyright owner of such Website Content.

5. TRADEMARKS

All trademarks and tradenames that include or incorporate the words "Wireless DNA" and/or the WIRELESS DNA logo (collectively, "WIRELESS DNA Marks") are the property of Wireless

DNA. To be more precise, Wireless DNA is the sole owner of the WIRELESS DNA Marks, with all other Wireless DNA entities using them under license.

The names of any other companies, goods, or services mentioned on the Website may be trademarks of their respective holders. Without the express written consent of Wireless DNA or the applicable trademark owner, you are not permitted to use any trademark that is displayed on the Website.

6. USE OF THE WEBSITE

In consideration of the availability, and your use, of the Website, you agree to fully comply with ALL applicable laws, rules and regulations along with these Terms of Use when using the Website. You acknowledge that Wireless DNA may investigate any violations of law and may cooperate with law enforcement authorities in prosecuting users in this regard.

You are not permitted to and prohibited from:

1. using, enabling, facilitating, or permitting the use of the Website for any illegal activity, criminal or civil offense, intellectual property infringement, harassment (including obnoxious, intimidating, disruptive, or offensive calls or transmissions), or in a way that would violate any rule or policy of any Internet host, or that would interfere with Wireless DNA's network operations (including preventing others from using it in a way that is fair and proportionate);
2. using or permitting the use of the Website without reading and accepting (or in contravention of) the terms of any separate license agreement or terms of use provided to you by Wireless DNA for the use of Software;
3. causing, permitting, encouraging, aiding or allowing/facilitating any transmission of unsolicited messages such as spamming or phishing;
4. uploading or downloading, making accessible, posting, publishing, disseminating, receiving, retrieving, storing, linking to or otherwise reproducing, offering, distributing, enabling or providing access to information, software, content, files or other material which:
 - 4.1. is confidential or protected by copyright or other intellectual property rights without prior consent of the rights holder(s);
 - 4.2. is defamatory, discriminatory, violent, obscene, child pornography or hate propaganda;
 - 4.3. may be an invasion of privacy, impersonation, forging, appropriation of identity or unauthorized linking or framing; or
 - 4.4. is designed to assist users in defeating technological protection measures (like geoblocks, registration and any other anti-theft mechanisms) or in the fraudulent use of telecommunications or broadcasting services;
5. using the Website for anything other than private, personal, family or household use (such as reselling, remarketing, transferring, sharing or receiving any charge or other benefit for the use of any Wireless DNA product or service);
6. reverse engineering or modifying or otherwise misusing any software, applications or programs used in connection with the Website (whether owned by or used under licence to Wireless DNA) for any purpose including testing, making beta versions of software or research purposes; or changing/modifying, altering, or defacing/mutilating any of the trade-marks, or other intellectual property made available through the Website or using any intellectual

property except for the express purpose for which such intellectual property is made available to you through the Website;

7. creating or using software or malware containing any type of virus, Trojan horse, cancelbot, worm or other harmful or disruptive component or committing any act which may compromise the security of your Internet host in any way (including analyzing or penetrating a host's security mechanisms); and
8. using harassing or abusive language or actions, whether verbal, written or otherwise, directed at Wireless DNA employees, suppliers, agents and representatives.

You are solely responsible for ensuring that your systems are able to use the Website.

We strongly recommend that you use an up to date Anti Virus and Anti Spyware along with a Firewall Software to ensure you are protected all the time while accessing our Website.

7. YOUR OBLIGATION IN CASE OF MINORS USING THE WEBSITE

If you authorize any minor to interact/use the Website, you shall be obligated to and be accountable for:

1. any loss caused to you or others or your or other's electronic gadgets including but not limited to computers, cell phones, tablets, systems, etc.;
2. conduct of the minor(s) while online;
3. minor's access to and use of the Website; and
4. outcomes of any mishandling of the gadget or misconduct on the Website by the minor.

You acknowledge that some of the areas of the Website or links to the Website or any advertisements thereupon, may contain material that is inappropriate for minors.

8. FORUMS AND CONTENT SUBMISSIONS

By uploading materials to any chat board or forum available on the Website ("Forums") or otherwise submitting any materials to getting any on the Website (collectively such materials and content being "User Website Content"), you automatically grant (or warrant that the owner of such User Website Content expressly grants) Wireless DNA a world-wide, perpetual, royalty-free, irrevocable and non-exclusive right and license to use, copy, adapt, transmit, communicate, publicly display and perform, distribute and create compilations and derivative works from such User Website Content, for the purposes of publishing and promoting such User Website Content in connection with the Forum through which the User Website Content was submitted or generated, and for all promotions thereof, as well as for any other purposes permitted under its Privacy Policy, all without attribution or compensation to you. Such license shall apply with respect to any form, media, or technology now known or later developed. In addition, you warrant that all "moral rights" in such User Website Content has been waived.

Wireless DNA is not responsible for any loss, damage, or corruption that may occur to your User Website Content and Wireless DNA bears no responsibility for maintaining the accuracy or confidentiality of your User Website Content.

If you are a minor, you must have permission from your parent or guardian to upload any User Website Content to a Forum. Wireless DNA may request a parent's or guardian's email address from anyone who uploads any User Website Content to a Forum for the purpose of verifying with the parent or guardian that he/she has in fact given permission for such uploading. In the event that User Website Content is uploaded without permission, any or all uploaded User Website Content may be removed immediately and without notice to you.

When participating in a Forum, never assume that people are who they say they are, know what they say they know, or are affiliated with whom they say they are affiliated. Wireless DNA cannot be responsible for the content or accuracy of any information, and will not be responsible for any reliance or decisions made based on such information. When using a Forum, you may not post, transmit, link to, or otherwise distribute any information, materials or content that do not generally pertain to the designated topic or theme of the particular Forum. Use of a Forum for commercial purposes of any kind is strictly prohibited.

Wireless DNA may at any time and without notice remove any User Website Content and may in its sole discretion refuse to delete any User Website Content.

9. SUBMISSION OF IDEAS AND/OR SUGGESTIONS

Wireless DNA is always improving its Websites and products and services and developing new features. If you have ideas and/or suggestions regarding improvements or additions, we would like to hear them – but any submission will be subject to these Terms of Use.

UNDER NO CIRCUMSTANCES SHALL ANY DISCLOSURE OF ANY IDEA AND/OR SUGGESTION OR RELATED MATERIAL TO WIRELESS DNA BE SUBJECT TO ANY OBLIGATION OF CONFIDENTIALITY OR EXPECTATION OF COMPENSATION OR ATTRIBUTION TO YOU. BY SUBMITTING THE IDEA AND/OR SUGGESTION OR ANY RELATED MATERIAL TO WIRELESS DNA, YOU ARE WAIVING ANY AND ALL RIGHTS THAT YOU MAY HAVE IN THE IDEA AND/OR SUGGESTION OR ANY RELATED MATERIAL AND ARE REPRESENTING AND WARRANTING TO WIRELESS DNA THAT THE IDEA AND/OR SUGGESTION OR ANY RELATED MATERIAL ARE WHOLLY ORIGINAL WITH YOU, THAT NO ONE ELSE HAS ANY RIGHTS IN THE IDEA AND/OR SUGGESTION OR ANY RELATED MATERIAL AND THAT WIRELESS DNA IS FREE TO IMPLEMENT THE IDEA AND/OR SUGGESTION AND TO USE THE RELATED MATERIAL IF IT SO DESIRES, AS PROVIDED OR AS MODIFIED BY WIRELESS DNA, WITHOUT OBTAINING PERMISSION OR LICENSE FROM ANY THIRD PARTY.

10. DISCLAIMERS AND WARRANTIES

YOU SPECIFICALLY AGREE THAT:

1. THE WEBSITE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND WIRELESS DNA MAKES NO WARRANTIES, REPRESENTATIONS OR CONDITIONS (AS USED IN THIS SECTION, “WARRANTIES”) OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND THAT ANY SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED, AND

2. WIRELESS DNA SPECIFICALLY MAKES NO WARRANTIES THAT THE WIRELESS DNA WEBSITE, INCLUDING ANY CONTENT, INFORMATION, PRODUCTS OR SERVICES OBTAINED FROM OR THROUGH THE USE OF THE WEBSITE, WILL BE PROVIDED ON AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE BASIS OR THAT SUCH PRODUCT OR SERVICES OR THE RESULTS DERIVED THEREFROM WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. NOTHING IN THE CONTENT SHALL AMEND OR SUPPLEMENT ANY CONTRACT YOU MAY HAVE WITH WIRELESS DNA FOR ANY PRODUCTS OR SERVICES.

11. INDEMNIFICATION AND LIMITATION OF LIABILITY

YOU AGREE TO HOLD HARMLESS AND PROTECT WIRELESS DNA, ITS AFFILIATES, LICENSORS, LICENSEES AND EACH OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AS WELL AS ANY THIRD PARTIES MENTIONED ON THE WEBSITE, FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, OR DEMANDS, INCLUDING WITHOUT LIMITATION REASONABLE LEGAL AND ACCOUNTING FEES, ARISING OUT OF OR CONNECTED TO:

1. YOUR BREACH OF ANY OF THESE TERMS OF USE;
2. YOUR ACCESS TO OR USE OF THE WEBSITE OR WEBSITE CONTENT; AND/OR
3. YOUR COMMUNICATION, PUBLICATION OR DISTRIBUTION OF ANYTHING FOUND ON OR FROM THE WEBSITE; YOUR USE OR RELIANCE ON THE WEBSITE.

YOU MUST MAKE EVERY ATTEMPT TO ASSIST US IN THE DEFENSE OF ANY CLAIM. WE RESERVE THE RIGHT TO ASSUME EXCLUSIVE RESPONSIBILITY FOR THE DEFENSE AND MANAGEMENT OF ANY MATTER THAT MIGHT OTHERWISE BE SUBJECT TO INDEMNIFICATION BY YOU AT OUR OWN EXPENSE.

YOU SPECIFICALLY AND EXPRESSLY UNDERSTAND AND AGREE THAT IN NO EVENT SHALL WIRELESS DNA, INCLUDING ITS AFFILIATES, LICENSORS, LICENSEES AND OR AGENTS, EMPLOYEES OR OFFICERS, BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, AND ANY DAMAGES FOR LOSS OF PROFITS, SAVINGS, GOODWILL OR OTHER INTANGIBLE LOSSES, REGARDLESS OF WHETHER WIRELESS DNA HAD BEEN ADVISED OF OR COULD HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH:

1. THE USE, INABILITY TO USE OR PERFORMANCE OF THE WEBSITE,
2. ANY UNAUTHORIZED ACCESS TO OR MODIFICATION TO ANY OF YOUR USER CONTENT, OR

3. ANY OTHER MATTER RELATING TO THE WEBSITE.

INFORMATION PROVIDED ON OUR WEBSITE MAY REFER TO OR CROSS-REFER TO OUR PRODUCTS AND SERVICES, OR PRODUCTS AND SERVICES OF OUR AFFILIATES WHICH ARE UNAVAILABLE IN YOUR AREA. WIRELESS DNA, ITS AFFILIATES, AGENTS, LICENSORS, LICENSEES, AGENTS, OFFICERS AND/OR EMPLOYEES DISCLAIM ANY REPRESENTATIONS OR WARRANTIES REGARDING THE AVAILABILITY OF SUCH PRODUCTS AND SERVICES IN YOUR AREA. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, AND FUNDAMENTAL BREACH, SHALL WIRELESS DNA OR ITS AFFILIATES, AGENTS, LICENSORS, LICENSEES, AGENTS, OFFICERS AND/OR EMPLOYEES, BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR ANY LOSS ARISING FROM THE USE OF, OR THE INABILITY TO USE, ANY CONTENT, INFORMATION, MATERIAL, OR POSTINGS ON THE WEBSITE.

YOU HEREBY EXPRESSLY ACKNOWLEDGE THAT THE EXCLUSIONS AND LIMITATIONS OF LIABILITY AND THE DISCLAIMERS CONTAINED HEREIN ARE A FUNDAMENTAL PART OF THE AGREEMENT BETWEEN YOU AND WIRELESS DNA, AND THAT WIRELESS DNA HAS ENTERED INTO THESE TERMS OF USE AND HAS MADE AND WILL CONTINUE TO MAKE THE WEBSITE AND WEBSITE CONTENT AVAILABLE TO YOU IN RELIANCE THEREON. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT IN THE EVENT OF A FUNDAMENTAL BREACH OR BREACHES, THE FAILURE OF AN ESSENTIAL CONTRACTUAL PURPOSE, THE EXHAUSTION OF ALL REASONABLY AVAILABLE REMEDIES, OR TERMINATION OF THIS AGREEMENT, THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND THE DISCLAIMERS SET FORTH HEREIN SHALL SURVIVE AND REMAIN IN EFFECT.

12. INSPECTION OF THE WEBSITE

You agree that Wireless DNA is not required to inspect, supervise, check or monitor the Website or any Website Content that is accessed through, sent over, or uploaded to the Website. You consent to Wireless DNA's right to periodically monitor how the Website and its content are used electronically and to disclose any information required to:

1. satisfy any legal, regulatory or other government request;
2. operate the Website properly; or
3. protect itself, other users of the Website in accordance with the Privacy Policy.

13. END USER LICENCE AGREEMENT

The Website could provide you access to software Website Content ("**Software**"). Wireless DNA reserves the right to update or change the Software remotely or otherwise from time to time. You may use the Software only in connection with the Website and for no other purpose whatsoever. This Software may be subject to an End User License Agreement ("**EULA**"). Your use of the

Software is shall be bound by the EULA and you agree to the terms and conditions of the EULA vis-à-vis your use of the Software.

Any Software not accompanied by a EULA, you are hereby granted a revocable, non-exclusive, non-transferable license by Wireless DNA or its licensors and licensees to use the Software (and any corrections, updates and upgrades thereto) solely in connection with your use of the Website. You may not make any copies of the Software. You agree that the Software is confidential information of Wireless DNA or its licensors and that you will not disclose or use the Software except as expressly permitted herein. You further agree that Wireless DNA, including its suppliers, shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with your use of, or reliance on, the Software, including the failure of the Software to meet your needs, standards, expectations or specifications.

14. WEBSITE CONTENT AND OTHER SITES LINKED TO THE WEBSITE

As you browse the Internet, please use caution. Please be aware that some Website links may lead you to other websites. These links are only offered by Wireless DNA as a convenience and not as an endorsement. These connected websites may not always be managed by Wireless DNA. You access any linked site at your own risk, and it is your responsibility to take all necessary precautions to protect yourself from viruses and other harmful components.

Any linked websites or other web pages that are not a part of the Website and not under the control of Wireless DNA are not the responsibility of Wireless DNA. Unless clearly stated otherwise, Wireless DNA makes no guarantee or warranty about any linked site or the information, products, or services featured therein and does not promote any of them. As a result, you acknowledge that Wireless DNA disclaims all responsibility and liability for the truth, relevance, copyright compliance, legality, and morality of the content found on any website to which the Website may link.

15. GOVERNING LAW AND JURISDICTION

The Website is controlled, operated and administered by Wireless DNA from its offices within Canada. Wireless DNA makes no representation or warranty that the Website is appropriate or available for use at any locations outside Canada. If you access the Website from outside Canada, you are responsible for compliance with all applicable laws. These Terms of Use shall be interpreted, construed and governed by the laws in force in the Province of Ontario, Canada, without reference to its conflict of laws principles. Subject to the Arbitration and Actions Section below, each party hereby agrees to submit to the jurisdiction of the courts of the Province of Ontario and to waive any objections based upon venue. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms of Use.

Some products and services referred to on the Website may not be available in all parts of Wireless DNA's territory. Contact Wireless DNA's customer service department for information regarding the products and services which may be available to you in your area.

16. ARBITRATION AND ACTIONS

Any controversy, claim, dispute arising out of or relating to these Terms of Use, your use of the Website or the relationship which results from these Terms of Use, including without limitation, the performance, breach, enforcement, existence or validity of the matters provided for in these Terms of Use which cannot be amicably resolved, even if only one of the parties declares that there is a difference (collectively, a “Claim”), will be referred to and finally settled (to the exclusion of the courts) by private and confidential binding arbitration before a single arbitrator held in Toronto, Ontario in English and governed by Ontario law pursuant to the Arbitration Act, 1991 (Ontario) including any amendments thereto. Such arbitration shall be permitted only where it is not prohibited by the applicable law. The arbitrator shall be a person who is legally trained and who has experience in the information technology field in Canada and is independent of either party. Any such Claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim, controversy or dispute of any other party. You agree to waive any right you may have to commence or participate in any class action against us related to any Claim and, where applicable, you also agree to opt out of any class proceedings against us. Notwithstanding the foregoing, we reserve the right to pursue the protection of intellectual property rights and confidential information through injunctive or other equitable relief through the courts.

17. TERMINATION

You acknowledge and agree that we, in our sole and absolute discretion, may, without notice to you, suspend or terminate your account or your use of, or access to, the Website, and remove and discard any User Website Content, for any reason, including where we believe that you have violated any of these Terms of Use. You further agree that Wireless DNA, its affiliates or any of its agents and or licensors/licensees shall not be liable to you or to any other person as a result of any such suspension or termination. If you are dissatisfied with our Website or with any terms, conditions, rules, policies, guidelines, or practices of Wireless DNA in operating the Website, your sole and exclusive remedy is to discontinue using the Website.

18. CLASS ACTION

Class actions are usually pursued when there is a large number of people who have suffered similar harm or damages caused by a one or a group of persons/corporations/bodies. You agree that Wireless DNA may or may not use artificial intelligence and/or other state of the art technology and tools to try to service you in a best manner possible. Should the use of such artificial intelligence, latest technology and/or for any other reason whatsoever, lead to legal proceedings where a group of individuals collectively bring a lawsuit against Wireless DNA for similar claims or grievances, given the scenario you wish for the cutting edge service provision, you agree that it is a reasonable ask from Wireless DNA to expect that you will not meet the criteria to join in a class action lawsuit. Your case therefore would be an individual issue rather than a collective one, making the class action framework not applicable. If you do not agree to this particular section of the Terms of Use, do not access this Website or any of this Website’s Content.

19. MISCELLANEOUS

The Wireless DNA Privacy Policy, these Terms of Use, and the other materials referred to above together make up the whole agreement between Wireless DNA and you for your use of this Website. Any requirement or right that is not strictly complied with by Wireless DNA herein shall not be deemed to have been waived by Wireless DNA. If a court of competent jurisdiction finds any provision of these Terms of Use to be illegal, invalid, or otherwise unenforceable, the remaining other terms shall continue to be in effect.