

**MOBILE APPLICATION
END USER LICENSE AGREEMENT**

NOTICE OF MANDATORY ARBITRATION PROVISION:

Except where prohibited by law, your use of our Mobile Application (as defined below) is subject to mandatory and binding individual arbitration of any disputes which may arise, as provided in the Section below titled “DISPUTES & MANDATORY ARBITRATION”. Please read all of that section carefully and do not use the Mobile Application if you are unwilling to arbitrate all disputes you may have with us as provided in that section.

As used in this Mobile Application End User License Agreement (“**Agreement**”), “**Company**” means Toyota Canada Inc. and/or its affiliates, and “**you**” and “**your**” means the anyone that downloads, installs or uses a mobile application provided by Company (“**Mobile Application**”).

THIS AGREEMENT GOVERNS YOUR USE OF THE MOBILE APPLICATION, AS WELL AS ANY SERVICES, FUNCTIONS, AND CONTENT PROVIDED THROUGH THE MOBILE APPLICATION (COLLECTIVELY, “SERVICES”). SUCH SERVICES MAY BE PROVIDED BY COMPANY, AS WELL AS COMPANY’S LICENSORS OR SERVICE PROVIDERS (“SERVICE PROVIDERS”)

PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY BEFORE DOWNLOADING OR USING THE MOBILE APPLICATION OR SERVICES. ANY USE OF THE MOBILE APPLICATION SERVICES, WHETHER AS ORIGINALLY INSTALLED OR AFTER AN UPDATE, SIGNIFIES YOUR CONSENT TO THIS AGREEMENT. THIS AGREEMENT MAY CHANGE FROM TIME TO TIME AS SET FORTH IN THE SECTION BELOW TITLED “TERM AND TERMINATION; MODIFICATIONS”. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, DO NOT DOWNLOAD OR USE, OR CEASE USE OF, OUR MOBILE APPLICATION AND SERVICES.

- 1. License Grant.** Subject to the terms of this Agreement, Company grants you a limited, non-exclusive, and nontransferable license to:
 - (a) download, install, and use the Mobile Application for your personal, non-commercial use on a single mobile device owned or otherwise controlled by you (“**Mobile Device**”) strictly in accordance with these terms and any other Additional Terms (as defined below); and
 - (b) access, stream, download, and use on such Mobile Device the Services made available in or otherwise accessible through the Mobile Application, all strictly in accordance with this Agreement and any terms and conditions associated with such Services.
- 2. License Restrictions.** The Mobile Application and Services are provided for your personal, non-commercial use only. You acknowledge that Company reserves the right to discontinue the Mobile Application and Services, in whole or in part, at any time. When using the Mobile Application or Services, you agree to comply with all applicable federal, provincial, territorial, and local laws including, without limitation, copyright law. Except as expressly permitted in this Agreement, by applicable law (notwithstanding the limitations below), or as Company or an applicable Service Provider may expressly otherwise permit, you shall not:
 - (a) copy the Mobile Application or Services;

- (b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Mobile Application or Services;
 - (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Mobile Application or Services, or any part thereof;
 - (d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Mobile Application or Services, including any copy thereof;
 - (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Mobile Application or Services, or any features or functionality of the Mobile Application or Services, to any third party for any reason, including by making the Mobile Application or Services available on a network where it is capable of being accessed by more than one device at any time; or
 - (f) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Mobile Application or Services; or
 - (g) use the Mobile Application or Services for any unlawful purpose, or in violation of any third-party rights.
3. **Reservation of Rights.** You acknowledge and agree that the Mobile Application is provided under license, and not sold, to you. You do not acquire any ownership interest in the Mobile Application under this Agreement, or any other rights thereto other than to use the Mobile Application in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. Company and its Service Providers reserve and shall retain their entire right, title, and interest in and to the Mobile Application, including all copyrights, trademarks, patents, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.
4. **Privacy; Collection and Use of Your Information.** You may be required to provide certain personal information about yourself as a condition to downloading, installing, or using the Mobile Application or certain Services, and the Mobile Application may provide you with opportunities to share personal information about yourself with others. All personal information we collect through or in connection with the Mobile Application is subject to and governed by the terms of our Connected Services Privacy Notice located at www.toyota.ca/connectedservices-privacy or www.lexus.ca/connectedservices-privacy (“**Privacy Notice**”). By downloading, installing, using, and providing information to or through this Mobile Application, you consent to all actions taken by us with respect to your personal information in compliance with the Privacy Notice.
5. **Additional Terms.** Use of the Mobile Application and Services is subject to such other applicable terms and restrictions provided or made available to you by Company or its Service Providers (“**Additional Terms**”). Additional Terms provided by Company include, among others and as applicable, the terms set forth in: (i) the Owner’s Manual(s), user guides and similar documentation for your vehicle; (ii) the Privacy Notice located at www.toyota.ca/connectedservices-privacy or www.lexus.ca/connectedservices-privacy; and (iii) the Vehicle Connected Services Terms of Use located in the Agreement section at www.toyota.ca/privacy or www.lexus.ca/privacy. In the event of

a conflict between the terms in this Agreement and any Additional Terms, the Additional Terms shall govern to the extent of the conflict.

6. **Updates.** Company may from time to time in its sole discretion develop and provide Mobile Application updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, “**Updates**”). Updates may also modify or delete in their entirety certain features and functionality. By downloading and installing this Mobile Application, you consent to Company’s future downloading and installation of Updates on your Mobile Device. You agree that Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. When your Mobile Device is connected to the internet and depending on your Mobile Device settings:

(a) the Mobile Application will automatically download and install all available Updates; or

(b) you may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the Mobile Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Mobile Application and be subject to all terms and conditions of this Agreement.

7. **Service Content.** The Mobile Application and Services may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to third-party platforms or services, including through third-party advertising (collectively, “**Service Content**”). You acknowledge and agree that neither Company nor any Service Provider is responsible for Service Content, including the accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Company and Service Providers do not assume and will not have any liability or responsibility to you or any other person or entity for any Service Content.

8. **Availability & Interruptions.** The availability and use of certain Mobile Application and Services is subject to a compatible Mobile Device and your Mobile Device within the range of the wireless network (“**Wireless Network**”) of the wireless carrier that supports the Device (“**Underlying Wireless Carrier**”). Further, the Mobile Application and/or Services are intended to operate only within Canada and the continental United States, Alaska or Hawaii. Neither Company nor any Service Provider guarantees that the Mobile Application or Services, or any portion thereof will be available at all times or in all areas. You acknowledge and agree that Company and Service Providers are not responsible for performance degradation, interruption or delays, whether caused by a Mobile Device, Wireless Network or otherwise. You acknowledge that neither Company nor any Service Provider shall be liable to you if the Mobile Application or Services are not available or accessible in a given location.

9. **Distractions & Hazards.** You understand and agree that your use of certain Mobile Application and/or Services while operating a vehicle (or during any other activity that requires your attention) may be distracting, dangerous, or prohibited by law. You are solely responsible for your exercising good judgment, acting in a safe and responsible manner, and obeying all laws and regulations at all times. You understand that failing to pay full attention in the operation of your vehicle or in other activities may cause an accident, damage, injury, death, or other serious consequences. You assume sole responsibility for your use of the Mobile Application and Services including, without limitation,

where any such use is in violation of any applicable traffic regulations, rules or laws (such as any driver distraction laws, rules or regulations).

10. Application Stores. You acknowledge and agree that the availability of the Mobile Application is dependent on the third-party from whom you downloaded the Mobile Application – e.g., the Apple App Store, Google Play, or such other application store compatible with your Mobile Device (each, an “**App Store**”). You further acknowledge and agree:

- (a) this Agreement is between you and Company and not with the App Store;
- (b) the App Store is not responsible for: (i) the Mobile Application, Services or Service Content; (ii) any maintenance, support services; or (C) addressing any claims relating to Mobile App, Services or Service Content (e.g., product liability, legal compliance or intellectual property infringement);
- (c) you will pay the fees (if any) charged by the App Store in connection Mobile Application;
- (d) to comply with, and that your license to use the Mobile Application is conditioned upon your compliance with, all applicable App Store terms and conditions; and
- (e) the App Store (and its subsidiaries) are intended third-party beneficiaries of all terms in this Agreement applicable to the App Store (including, any restrictions on the use of the Mobile Application or Services that, if violated, materially impact the rights of an App Store) and have the right to enforce them directly against you.

11. Term and Termination; Modifications.

- (a) The term of Agreement commences when you download the Mobile Application, or otherwise acknowledge your acceptance, and will continue in effect until terminated by you or Company as set forth in this Section.
- (b) You may terminate this Agreement by deleting the Mobile Application and all copies thereof from your Mobile Devices.
- (c) Company may terminate this Agreement at any time without notice if it ceases to support the Mobile Application, which Company may do in its sole discretion. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.
- (d) Upon termination for whatever reason: (i) all rights granted to you under this Agreement will also terminate; and (ii) you must cease all use of the Mobile Application and delete all copies of the Mobile Application from your Mobile Devices and account.
- (e) Termination will not limit any of Company’s rights or remedies at law or in equity.
- (f) Company reserves the right, in its sole discretion and at any time, to unilaterally modify any of the terms of this Agreement. Modifications to this Agreement will be posted at www.toyota.ca/privacy or www.lexus.ca/privacy or such other website as Company may designate from time-to-time. It is your responsibility to check this site from time-to-time for any changes. In certain instances, we may provide you notice of such modifications via email, or through the Mobile Application. Your access and use of the Mobile Application and Services following any modification of this Agreement posted to the above site will signify your assent to and acceptance of this Agreement, as modified. If you object to any such modification to this Agreement, unless we notify you

otherwise in writing, your sole recourse is to immediately discontinue use of the Mobile Application and Services.

- 12. NO WARRANTIES.** YOU EXPRESSLY AGREE THAT USE OF THE MOBILE APPLICATION AND SERVICES IS AT YOUR SOLE RISK. THE MOBILE APPLICATION AND SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING AND TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY, AS WELL AS ITS AFFILIATES, THE SERVICE PROVIDERS, ALL APPLICABLE LICENSORS, ANY UNDERLYING WIRELESS CARRIER, AND ANY APPLICABLE SUPPLIERS (COLLECTIVELY, THE “**ADDITIONAL ENTITIES**”) DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS INCLUDING ANY: (A) WARRANTIES AND CONDITIONS THAT MOBILE APPLICATION OR SERVICES WILL MEET YOUR REQUIREMENTS; (B) WARRANTIES AND CONDITIONS CONCERNING THE AVAILABILITY, ACCURACY, SECURITY, USEFULNESS, TIMELINESS, OR INFORMATIONAL CONTENT OF THE MOBILE APPLICATION OR SERVICES; (C) WARRANTIES AND CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE; (D) WARRANTIES AND CONDITIONS FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED OR ACCESSED THROUGH THE MOBILE APPLICATION OR SERVICES; (E) WARRANTIES AND CONDITIONS CONCERNING THE ACCURACY OR RELIABILITY OF THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE MOBILE APPLICATION OR SERVICES; (F) WARRANTIES AND CONDITIONS THAT YOUR USE OF THE MOBILE APPLICATION OR SERVICES WILL BE SECURE OR UNINTERRUPTED; AND (G) WARRANTIES AND CONDITIONS THAT ERRORS IN THE MOBILE APPLICATION OR SERVICES WILL BE CORRECTED.
- 13. LIMITATION OF LIABILITY.** EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED, YOU AGREE THAT THE ENTIRE LIABILITY OF COMPANY AND THE ADDITIONAL ENTITIES TO YOU OR ANY THIRD PERSON, AND THAT YOUR OR ANY THIRD PERSON’S EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO THE SERVICE PROVIDED UNDER THESE TERMS OF USE AND/OR FOR ANY BREACH OF THESE TERMS IS SOLELY LIMITED TO THE AMOUNT OF ONE HUNDRED DOLLARS (\$100). EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED, NEITHER COMPANY NOR ANY OF THE ADDITIONAL ENTITIES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES EVEN IF ANY OF THEM HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT A PROVINCE OR TERRITORY DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN, COMPANY’S AND EACH OF THE ADDITIONAL ENTITIES’ LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW IN SUCH PROVINCE OR TERRITORY.
- 14. RELEASE/WAIVER OF CLAIMS.** EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED, FOR YOURSELF AND ANYONE ELSE CLAIMING UNDER YOU OR ON YOUR BEHALF, YOU AGREE TO RELEASE AND DISCHARGE COMPANY, EACH OF THE ADDITIONAL ENTITIES, THE APP STORES AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES, AND EACH THIRD-PARTY BENEFICIARY FROM ALL CLAIMS, LIABILITIES AND LOSSES IN CONNECTION WITH THE MOBILE APPLICATION OR SERVICES, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM THE TOTAL OR

PARTIAL FAILURE OF PERFORMANCE OF THE MOBILE APPLICATION OR SERVICES, EVEN IF CAUSED BY OR BASED UPON COMPANY'S, THE ADDITIONAL ENTITIES' OR THE APP STORE'S NEGLIGENCE, GROSS NEGLIGENCE, STRICT PRODUCTS LIABILITY, DECEPTIVE TRADE PRACTICES ACT VIOLATIONS, BAD FAITH, OR BREACH OF WARRANTY OR THE MALFUNCTION OF THE MOBILE APPLICATION OR SERVICES. EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED, YOU AGREE TO WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW, ANY CLAIM FOR DAMAGES OTHER THAN DIRECT, COMPENSATORY DAMAGES AS LIMITED IN THIS AGREEMENT. YOU HEREBY RELEASE AND DISCHARGE COMPANY AND EACH OF THE ADDITIONAL ENTITIES (INCLUDING ANY THIRD PARTIES PROVIDING ALL OR PART OF THE MOBILE APPLICATION OR SERVICES) AND APP STORES FROM AND AGAINST ANY CLAIMS, DAMAGES, EXPENSES AND LIABILITY ARISING FROM OR RELATED TO ANY INJURIES, DAMAGES, OR LOSSES TO ANY PERSON (INCLUDING DEATH) OR PROPERTY OF ANY KIND RESULTING IN WHOLE OR PART, DIRECTLY OR INDIRECTLY, FROM YOUR USE OF THE MOBILE APPLICATION OR SERVICES.

15. DISPUTE RESOLUTION & MANDATORY ARBITRATION. PLEASE READ THIS PROVISION CAREFULLY. IT INCLUDES AN AGREEMENT TO MANDATORY ARBITRATION, WHICH MEANS, EXCEPT WHERE PROHIBITED BY LAW, THAT YOU (INCLUDING, FOR THE PURPOSES OF THIS SECTION, ANYONE CLAIMING UNDER YOU OR ON YOUR BEHALF) AND COMPANY EACH AGREE TO SUBMIT ANY DISPUTE RELATED TO THIS AGREEMENT (INCLUDING THE MOBILE APPLICATION OR SERVICES) TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEED IN COURT. EXCEPT WHERE PROHIBITED BY LAW, THIS PROVISION ALSO INCLUDES A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A CLASS ACTION, AND A JURY WAIVER. YOU AND COMPANY EACH AGREE:

- (a) **Informal Resolution of Disputes.** If you or Company has a dispute or disagreement with the other regarding the Mobile Application, Services or any other aspect of this Agreement (each, a "**Dispute**"), you and Company each agree to first contact and provide a written description of the Dispute, all relevant documents/information and a proposal for resolving the Dispute. You agree to contact us with Disputes at Toyota Canada, Inc., Attn: Manager, Connected Technologies, 1 Toyota Place, Toronto, ON M1H 1H9. Company will contact you based on the contact information we have in our systems.
- (b) **Mandatory Arbitration of Unresolved Disputes.** If after 60 days the parties are unable to resolve the Dispute, YOU AND COMPANY BOTH AGREE, EXCEPT WHERE PROHIBITED BY LAW, TO USE BINDING ARBITRATION, NOT A CIVIL ACTION (except for small claims court cases as described below) TO RESOLVE THE DISPUTE. You and Company each acknowledge and agree that, but for this agreement to arbitrate disputes, you and Company would have had a right or opportunity to litigate disputes through a court and to have a judge or jury decide the case and you and Company each voluntarily choose to waive that right and pursue all applicable Disputes through binding arbitration.
- (c) **Arbitration Entity & Rules.** You agree that, apart from any claim you may bring in small claims court, the sole and exclusive forum and remedy for any and all disputes and claims that cannot be resolved informally and that relate in any way to or arise out of your use of the Services or relating to this Agreement or any prior agreement for service with us or any of our affiliates, predecessors in interest, or Service Providers or any product or service provided under or in connection with

this Agreement or such a prior agreement, or any advertising for such products or services, shall be final and binding arbitration before a single arbitrator, except to the extent that you have in any manner infringed upon or violated or threatened to infringe upon or violate any patent, copyright, trademark, trade secret, privacy or publicity rights, in which case you acknowledge that there is no adequate remedy at law and that injunctive or other appropriate relief may be sought by us and/or an applicable third party either in court or from an arbitrator. You and we acknowledge that the *Ontario Arbitration Act*, 1991, S.O. 1991, c.17 applies to arbitrations under this Agreement (despite any other choice of law provision). To the extent that the *Ontario Arbitration Act* does not supply substantive or procedural law necessary for the resolution of any disputes or claims, the laws of the Province of Ontario shall apply, except that Ontario laws concerning choice of law or conflicts shall not apply if they would cause the substantive law of another jurisdiction to apply. To the extent that the parties litigate any part of any dispute or claim in court, including, without limitation, obtaining provisional remedies in aid of arbitration, confirmation of an award, and judgment enforcement, the laws of the Province of Ontario shall apply, except that Ontario laws concerning choice of law or conflict of laws shall not apply if they would cause the substantive law of another jurisdiction to apply. The arbitration shall be conducted in English. Arbitration will be conducted by the Canadian Commercial Arbitration Centre (“CCAC”) in accordance with its rules and procedures. The seat of arbitration shall be Toronto, Canada. We will waive our right to arbitrate any individual claim (as opposed to class) you bring or maintain in small claims court for so long as the matter remains an individual claim and remains in small claims court. You can get rules and fee information from the CCAC (www.ccac-adr.org). Except where prohibited by law, you expressly waive the right to request or maintain any class arbitrations even if CCAC procedures or rules would permit them. (This is referred to below as the “**Class Action Waiver**”.) In exchange for this, we will pay (if you ask us in advance) for any filing fee charged you by CCAC for one arbitration of any disputes between us, so long as you tried in good faith to resolve the disputes with us before filing for arbitration. If the arbitration proceeds past the filing, we will also pay (if you ask us at the time) any further administrative and arbitrator fees you are later charged. An arbitrator can decide later whether to allocate the fees differently if there is an award. The arbitrator may award you any fees and charges that are necessary to ensure the enforceability of this arbitration provision. There is no judge or jury in arbitration, and review is limited; but an arbitrator can award the same damages and relief and must honor the same limitations in this Agreement as a court would. You and we agree to pay our own fees, costs, and expenses, including those for any lawyers, experts, and witnesses. You agree that any claim for or award of legal fees or disbursements, including any such claim or award pursuant to *Ontario Rules of Civil Procedure*, O Reg. 193/15, is waived. Any arbitration award made after completion of an arbitration is final and binding and may be confirmed in any court of competent jurisdiction, except that in the event the arbitrator’s award for a party is \$0 or against a party is in excess of \$100,000, or includes an award of injunctive relief against a party, that party may request a new arbitration to be conducted by the selected arbitration organization by a three-arbitrator panel. An award and any judgment confirming it only applies to the arbitration in which it was awarded and cannot be used in any other case except to enforce the award itself. If a court or arbitrator determines that any part of this arbitration agreement is not enforceable, the rest of this arbitration agreement shall be enforceable. If for some reason these arbitration requirements do not apply, or a claim proceeds in small claims court, unless prohibited by law, you and Company agree to waive to the fullest extent permitted by law any trial by jury. In no event shall any claim, action or proceeding by you related in any way to the Services, this Agreement, or any prior agreement, as described above, be instituted more than two years after the claim or cause of action arose. This Agreement to arbitrate survives the end of the contractual relationship between us.

- (d) **Exceptions to Arbitrate.** You and Company each agree: (i) either of us may bring qualifying Disputes in small claims court; (ii) if for any reason any court or arbitrator holds that the Class Action Waiver below is unconscionable or otherwise unenforceable, then our agreement to arbitrate does not apply and the class-wide dispute must be brought in court; or (iii) Company (and any other Service Provider) may seek injunctive or other appropriate relief in court or arbitration to the extent the Dispute in any manner involves your actual or threatened infringement or violation Company's or any third party's patent, copyright, trademark, trade secret, privacy or publicity rights.
- (e) **Costs & Fees.** You and Company each agree to pay our own fees, costs, and expenses, including those for any attorneys, experts, and witnesses. You and Company also agree that any claim for or award of attorneys' fees, including such claim or award pursuant of Chapter 38 of Texas Civil Practice and Remedies Code, is waived.
- (f) **NO CLASS ACTIONS.** EXCEPT WHERE PROHIBITED BY LAW, YOU AND COMPANY EACH WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASS-WIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.
- (g) **NO TRIAL BY JURY.** EXCEPT WHERE PROHIBITED BY LAW, YOU AND COMPANY EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

16. Export Regulation. You acknowledge that the Mobile Application may be subject to Canadian export control laws. You shall not, directly or indirectly, export, re-export, or release the Mobile Application to, or make the Mobile Application accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule, or regulation. You agree to comply with all applicable federal laws, regulations, and rules and complete all required undertakings (including obtaining any necessary export license or other governmental approval), before exporting, re-exporting, releasing, or otherwise making the Mobile Application available outside Canada.

17. Miscellaneous.

- (a) No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.
- (b) Except where specifically stated otherwise (e.g., see Section 13(e)(ii) above), if any part of this Agreement is unlawful or unenforceable for any reason, you and Company both agree that only that part of the Agreement shall be stricken and that the remaining terms in this Agreement shall not be affected. So, for example, if a provision in this Agreement is found to be unenforceable, you and Company agree an arbitrator (or, if permitted, a court) shall only strike that provision and that the remaining terms of this Agreement shall remain in force.
- (d) This Agreement (including the Privacy Notice and any Additional Terms incorporated by reference) constitute the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous written or oral agreements between you and Company with respect to such subject matter.

(e) You may not assign this Agreement or assign any rights or delegate any obligations hereunder, in whole or in part, without Company's prior written consent. Any such purported assignment or delegation by you without the appropriate prior written consent will be null and void and of no force and effect. Company may assign this Agreement or any rights hereunder without your consent and without notice.