

TERMS OF USE

Version 1.0 posted and effective as of February 28th 2018

THESE TERMS OF USE (OR “**TERMS**” FOR SHORT) ARE A LEGAL CONTRACT BETWEEN YOU AND ZIA.AI INC (“**ZIA**”). THEY GOVERN YOUR INSTALLATION AND USE OF THE HUMANFIRST BROWSER EXTENSION (THE “**EXTENSION**”), AS WELL AS YOUR ACCESS TO AND USE OF THE AI-POWERED AUTO-COMPLETE AND PREDICTIVE RESPONSE SERVICES (THE “**SERVICES**”) ENABLED BY THAT EXTENSION.

PLEASE READ CAREFULLY, SINCE THIS DOCUMENT INCLUDES LIMITATIONS OF LIABILITY AS WELL AS DISCLAIMERS OF WARRANTIES. IF YOU DO NOT AGREE WITH THESE TERMS, OR IF YOU LACK AUTHORITY TO AGREE TO THESE TERMS, DO NOT INSTALL OR USE THE EXTENSION OR ACCESS THE SERVICES.

1. Access to Extension and Services

Not everyone is authorized to download and install the Extension or use the Services. You may download and install the Extension or use the Services if and only if:

- You are not a consumer. The Extension is intended solely for business-to-business use.
- You have authority to install the Extension on the computer which you are using.
- You are at least 18 years of age (or the age of majority in your place of residence, if older).
- You promise to comply with the entirety of these Terms.

2. Changes to these Terms

Zia may amend any part of these Terms by adding, deleting, or varying their content. These amendments may be made at any time and from time-to-time in Zia’s discretion, and could be very close together, or very far apart, depending on the circumstances.

Zia will provide you with notice of the proposed amendment by posting an amended version of these Terms with a new version number. Zia will include a link to the previous version of the terms beneath the new version number. The amendments will take effect 30 days after the date on which the amendment is posted. Prior to that date, the previous version of the Terms will continue to apply.

If you disagree with any amendments, you may terminate these Terms by uninstalling the Extension and ceasing to use the Services at any time within the 30-day notice period. There will be no cost or penalty for doing so. If you do not uninstall the Extension and cease using the

Services, then by your continued use, you are considered to have accepted the proposed amendments.

3. Use of the HumanFirst Extension

a) Limited Use Right

Subject to your compliance with these terms, and for as long as Zia makes the Services available through the Extension, you are hereby granted a limited, revocable, non-exclusive, non-transferrable right to use the Services via the Extension. For greater certainty, this does not include any right to directly access the software, databases, algorithms or artificial intelligence which powers the Services and Extension, nor any right to obtain a copy of the source code or architecture thereof.

Zia's role is to make the Extension and Services available. Zia cannot control – nor accept any responsibility for – all other technical steps, such as internet connectivity and hardware or software compatibility, including continued compatibility of the Extension with third-party software.

Your use right under these Terms is a personal right. It is not enterprise-wide.

b) Prohibited Uses and Activities

When installing the Extension and using the Services, you must comply with all applicable laws and regulations, including the legislation known as *Canada's Anti-Spam Law*, SC 2010, c 23 (CASL).

You must not: (i) decompile, disassemble, reverse engineer, investigate, or otherwise access any non-UI portion of the Extension; (ii) circumvent any limitations placed on your use of the Extension or Services by Zia (such as maximum simultaneous users, maximum messages, etc); (iii) use or display the Extension in such a way that this allows derivation of information about the Services that was not intended to be made available to users; (iv) circumvent any security features or technological protection measures built into the Extension; (v) automate access to the Extension or the Services, including, without limitation, through the use of APIs, bots, scrapers or other similar devices;

c) Creation, Access, and Use of Accounts

At some point in your use of the Extension, Zia may require that you create an account. If you decline to create an account, this may interfere with or prevent your further use of the service.

Once created, this account will be yours and yours alone. You must not share your login credentials or password with anyone else. If a third party does gain access to your account, you will be responsible for all use of your account by that person, whether authorized or unauthorized.

Zia reserves its right to suspend or terminate your account separate from the suspension or termination of these Terms. Accounts may be suspended or terminated for failure to comply with these Terms, violation of third-party intellectual property rights, violation of third-party privacy rights, suspected illegal activity, if Zia suspects that your account has been compromised, or any other serious cause.

4. Pricing and Premium Access

The Extension and Services are currently being provided free-of-charge. Zia expressly reserves the right to change this policy, either by amending these Terms pursuant to clause 2, or by requiring some or all users to sign a separate premium access contract.

You expressly acknowledge that you have no vested right to receive the Services free-of-charge, nor to continue receiving the Services in their present form free-of-charge.

5. Limitation of Liability and Disclaimer of Warranties

a) Limitation of Liability

WITH THE EXCEPTION OF INTENTIONAL WRONGDOING OR GROSS NEGLIGENCE, ZIA SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY OR RELATED TO THE EXTENSION, THE SERVICES, ZIA'S ACTIONS OR INACTIONS, OR THESE TERMS (INCLUDING THE BREACH OF THESE TERMS). THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PROPERTY, PRIVACY, STATUTE, OR OTHERWISE.

NOTABLY, AND WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, ZIA SHALL NOT BE LIABLE FOR ANY LOSS OF DATA, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITIES, OR LEGAL FEES AND LITIGATION EXPENSES.

b) Disclaimer of Warranties

ZIA HEREBY EXCLUDES ALL CONDITIONS AND WARRANTIES REGARDING THE EXTENSION AND THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NOTABLY, AND WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, ZIA DOES NOT GUARANTEE ANY PARTICULAR LEVEL OF UP-TIME OR AVAILABILITY OF THE SERVICES. THE SERVICES MAY BECOME UNAVAILABLE FOR MANY REASONS, INCLUDING SCHEDULED AND UNSCHEDULED MAINTENANCE BY ZIA.

6. Intellectual Property Rights

a) Retention of Rights

You and Zia agree that nothing in these Terms transfers any intellectual property rights (including notably patent rights, copyright, trade secrets, database rights) from one party to the other. Both parties shall continue to own their intellectual property rights as if these Terms did not exist. The only licences granted under these terms are those granted by you to Zia in clauses 6(b) and 6(c) below.

b) Use of Your Content to Deliver Services

The Extension and Services require access to, use of, and the ability to copy and transmit text, information, data, meta-data, and usage statistics (“**Content**”). This Content may be generated by you, or by your customers, by a third party, or by software (including, but by no means limited to, the Extension). To the extent that Content may be protected by intellectual property rights, you hereby grant Zia a non-exclusive, irrevocable, perpetual, transferrable, sublicenceable, royalty-free licence to all of your rights in the Content for the purpose of delivering the Services and all actions reasonably connected thereto.

c) Improvements to Zia Products and Services

Zia welcomes suggestions for improvements to Zia’s products and services (including the Extension and the Services). Zia shall have discretion whether or not to accept any particular suggestion, and implementation of a suggestion shall not grant you or anyone else any claim of ownership or co-ownership over Zia’s intellectual property rights.

Additionally, Zia relies on Content to train its AI systems, both to deliver Services to you, and to improve the Services and Extension for all users. To the extent that Content may be protected by intellectual property rights, you hereby grant Zia a non-exclusive, irrevocable, perpetual transferrable, sublicenceable, royalty-free licence to all of your rights in the Content for these purposes, for research purposes, and for all other activities reasonably connected thereto.

7. Termination

a) Termination without Cause

Zia may terminate these Terms without cause and without prior notice if it chooses to discontinue the Extension, the Services, or both. Zia may also terminate these Terms without cause and without prior notice if Zia choose to implement a paid-only version of the Services.

You may terminate these Terms without cause at any time by uninstalling the Extension and ceasing to use the Services.

b) Survival

Clauses 4, 5, 6, 7, and 8 shall survive the termination of these Terms regardless of reason, and shall continue to bind both you and Zia. All express or implied licences granted to Zia under these Terms survive termination, regardless of reason.

8. **General**

a) Governing law and jurisdiction

These Terms are governed exclusively by the domestic laws of Ontario and the federal laws of Canada applicable therein. The *International Sale of Goods Act*, RSO 1990, c I.10, does not apply to these Terms.

Any litigation arising from or related to these Terms or the Extension shall be submitted to the exclusive jurisdiction of the courts of Ontario.

b) Jury Trial Waiver

All disputes arising from or relating to these Terms or the Extension shall be determined by a judge-alone trial. You and Zia irrevocably waive any right to a trial by jury which might exist in any forum.

c) Assignment

You may not assign any of your rights arising under these Terms without Zia's written consent.

d) Status of the Parties

These Terms do not create any relationship of employment, partnership, agency, trust, franchise, or joint venture. Nor do they create any fiduciary duties.

e) Amendments

These terms can only be amended or suspended by following the procedure set out in clause 2, above. No other amendment or suspension is valid, nor can any purported waiver be set up against Zia.

f) Entire Agreement

These Terms constitute the entire agreement between you and Zia regarding the Extension and the Services. They replace and supersede any previous or existing agreement, contract, understanding, or representation regarding the Extension or the Services.

g) Language

You and Zia have agreed that these Terms and all related documents be drawn up in the English language. *Les parties aux présentes reconnaissent avoir convenu que la présente entente et les documents connexes soient rédigés en langue Anglais.*

h) Privacy

Zia takes privacy seriously. For more information on how Zia collects, uses, and discloses personal information, please see our privacy policy, accessible here: <https://www.humanfirst.ai/privacy-policy>

i) Contact

General inquiries to Zia may be sent to the following address:

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