

1. ACCEPTANCE OF TERMS

The website www.empatico.com (the “Website”) is owned and operated by What’s My Type? Inc. a Canadian company operating as Empatico. (“Empatico”, “we”, “us”, “our”). This user agreement (“Agreement”) is an agreement between Empatico and you (“you”) and applies to your use of our products, software, services and/or websites that are used to provide services related to assessing attributes of individuals and organizations and identify attributes that provide for improved compatibility between the two (the “Services”). You must read, agree with and accept all of the terms and conditions contained in this Agreement. We encourage you to print this Agreement and/or save a copy for your reference.

This Terms of Use Agreement (“**Agreement**”), including the Empatico Privacy Policy that can be found on the [Privacy Policy](#) page and is hereby incorporated into this Agreement by reference, sets forth the legally binding terms for your use of the Services. By accessing and using the Services, you agree to comply with and be bound by this Agreement. You further agree that this Agreement forms a legally binding contract between you and Empatico.

YOU AGREE THAT BY USING THE SERVICE YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OF AGE AND THAT YOU ARE LEGALLY ABLE TO ENTER INTO THIS AGREEMENT.

Any rights not expressly granted herein are reserved by Empatico. This Agreement is subject to change by Empatico without prior notice (unless prior notice is required by law), by posting of the revised Agreement on the Website. We reserve the right to change the terms and conditions of this Agreement or any policy incorporated into this Agreement by reference including, but not limited to, the Privacy Policy at any time by publishing the revised Agreement and/or applicable policy(ies) on the Website and/or by providing notice to you. The revised Agreement and/or policy(ies) shall become effective within 10 days of such publication and/or notice to you. Your continued use of the Services after expiry of the notice period of 10 days shall constitute your acceptance and agreement to be bound by the terms and conditions of the revised Agreement and/or policy(ies). You are therefore encouraged to periodically review the most recent version this Agreement, which may be found on the Terms of Use page.

2. PRIVACY

Our policies and procedures with respect to the collection and use of your personal information are governed by the Privacy Policy. In accordance with the Privacy Policy, we collect only enough information about you to establish your account for the Services and to provide the Services. We will not use your information in any way inconsistent with the purposes and limitations provided in the Privacy Policy.

3. YOUR ACCOUNT AND CREDENTIALS

When establishing your account for use of the Services, you will be able to select your password. You must carefully select your password so that it cannot be easily guessed by anyone else. You are responsible for maintaining the confidentiality of your password and account at all times, and are fully responsible for all activities that occur under your password or account with or without

your knowledge. You agree to immediately notify us of any unauthorized use of your password or account or any other breach of security. Empatico cannot and will not be liable, directly or indirectly, for any loss or damage arising from your failure to comply with this Section 3. The foregoing disclaimers and limitations of liability will survive the termination or expiration of this Agreement.

If you suspect that someone else knows your password, you must change it immediately. In the event of any unauthorized use of your account or any other breach of security, you must also immediately notify us and follow any instruction given to you. You agree that you are entirely responsible for maintaining the confidentiality of your username, password, financial card information and other account information (collectively, the "Account Information").

You agree that Empatico will not be liable for any loss that you may incur as a result of someone else using your Account Information, either with or without your knowledge. You agree that you will be responsible for all activity in your account, whether initiated by you, or by others on your behalf, or by any other means, until you: (i) notify Empatico of a breach at info@empatico.ca (ii) delete your account; and/or (iii) prove that your account security was compromised due to a fault of our systems. You further agree that you will be held liable for losses incurred by Empatico or another party due to someone else using your Account Information. EMPATICO SPECIFICALLY DISCLAIMS LIABILITY FOR ANY ACTIVITY IN YOUR ACCOUNT, WHETHER AUTHORIZED BY YOU OR NOT. For security purposes, you must keep Account Information in a secure location and take precautions to prevent others from gaining access to your Account Information. This paragraph will survive the termination or expiration of this Agreement.

4. YOUR INFORMATION

You agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Services registration and/or submission process, including, but not limited to Account Information, and your Payment Card information. You must promptly inform us of any of the following: cancelation or replacement of any of Your Payment Cards; changes in the expiration date of any of Your Payment Cards; changes in any Account Information; and apparent breaches of security, such as loss, theft, or unauthorized disclosure or use of an ID or password. You agree to notify Empatico immediately upon learning of any potential breach of your Services account.

5. CHANGES TO THE SERVICES

Empatico may add, delete or change the features or functions of the Services, at any time in Empatico's sole discretion. If Empatico deems it reasonably practicable to do so and if the change adversely affects your usage of the Services, Empatico will notify you of the change in advance. Otherwise, Empatico will notify you of the change as soon as reasonably practicable after it is implemented, which notice may be given electronically. Empatico may cause the Services to be temporarily unavailable to you, either with or without prior notice, for site maintenance, security or other reasons, and you acknowledge that factors beyond Empatico's reasonable control, such as telecommunications failure or equipment failure, may also cause the Services to be unavailable to you.

6. CONDUCT

In connection with your use of the Services, or in the course of your interactions with Empatico, or third parties, you will not: (i) breach this Agreement, or any other agreement or policy that you have agreed to with Empatico; (ii) violate any law, statute, ordinance, or regulation; (iii) infringe Empatico's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy; (iv) act in a manner that is defamatory, trade libelous, threatening or harassing; (v) provide false, inaccurate or misleading information; (vii) refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us; (ix) take any action that imposes an unreasonable or disproportionately large load on our infrastructure; (x) facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or Information; use an anonymizing proxy; (xi) use any robot, spider, other automatic device, or manual process to monitor or copy our website without our prior written permission; (xii) or use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere with the Website or the Services; (xiii) take any action that may cause us to lose any of the services from our Internet service providers, payment processors, or other suppliers.

7. CARD SUSPENSION AND ACCOUNT TERMINATION

Your use of the Services is with our permission, which may be revoked at any time and for any reason. You agree that at our discretion, we may suspend or permanently terminate your access to the Services for any reason, including but not limited to: (a) breaches or violations of this Agreement or any other incorporated agreements or guidelines; (b) requests by law enforcement or other government agencies; (c) a request by you (self-initiated card suspension or account termination); (d) unexpected technical issues or problems; and/or (e) extended periods of inactivity. In addition to terminating access to the Services, we reserve the right to block certain IP addresses at our sole discretion. This paragraph will survive the termination or expiration of this Agreement.

8. TERM AND TERMINATION

This Agreement shall remain in full force and effect while you are using the Services. You may delete your Account at any time, for any or no reason by emailing info@empatico.ca. We may terminate your Account at any time for any or no reason by ceasing to provide the Services to you. You understand that termination of this Agreement and the Account you have created with us may involve deletion of your Account information from our live databases. We will not have any liability whatsoever to you for any termination of your Account or related deletion of your information.

Upon the termination or expiration of this Agreement, your rights and access to use the Services shall be immediately terminated. All indemnification obligations, disclaimers of warranties and limitations of liability of this Agreement shall survive the termination or expiration of this Agreement. Any terms and conditions of this Agreement which by their nature extend beyond the

termination or expiration of this Agreement shall survive the termination or expiry of this Agreement including, without limitation, Sections 9, 10, 11, 12 and 13.

9. PROPRIETARY CONTENT

You agree not to sell, duplicate, edit, license, translate, distribute, transmit, publish, perform, rent, publicly display, create derivative works of or exploit for any reason the content and materials available on the Services without Empatico's prior express written permission. Empatico reserves all rights not granted in and to the content and materials available on the Services.

10. DISCLAIMER OF WARRANTIES AND CONDITIONS

TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, YOU AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR OWN AND SOLE RISK. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE. TO THE FULLEST EXTENT PERMITTED BY LAW, EMPATICO EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR OR GENERAL PURPOSE, QUALITY, TITLE, AND NON-INFRINGEMENT. EMPATICO AND ITS LICENSORS DO NOT WARRANT THAT ERRORS OR DEFECTS IN THE SERVICES WILL BE CORRECTED, AND DO NOT ASSUME RESPONSIBILITY FOR THE CONDUCT OF ANY USERS OF THE SERVICES, WHETHER ONLINE OR OFFLINE. EMPATICO ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (A) PERSONAL INJURY, PROPERTY, BODILY, MORAL OR MATERIAL DAMAGE OF ANY NATURE WHATSOEVER, RESULTING FROM ACCESS TO OR USE OF THE SERVICES, FROM CONTENT POSTED, EMAILED OR OTHERWISE MADE AVAILABLE ON THE SERVICES, OR FROM THE INTERACTIONS BETWEEN USERS OF THE SERVICES, WHETHER ONLINE OR OFFLINE, (B) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT OR SOFTWARE, (C) BUGS OR VIRUSES WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, (D) ANY INTERRUPTION OR CESSATION OF SERVICE OR OF TRANSMISSION OF THE SERVICES, (E) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS, AND/OR (F) ANY UNAUTHORIZED USE OF PERSONAL INFORMATION DISCLOSED TO A THIRD PARTY.

11. LIMITATIONS OF LIABILITY

YOU AGREE THAT UNDER NO CIRCUMSTANCES WILL EMPATICO, ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM ANY (A) PERSONAL INJURY, PROPERTY, BODILY, MORAL OR MATERIAL DAMAGE OF ANY NATURE WHATSOEVER, RESULTING FROM ACCESS TO OR USE OF SERVICES, FROM CONTENT POSTED, EMAILED OR OTHERWISE MADE AVAILABLE ON THE SERVICES, OR FROM THE INTERACTIONS BETWEEN USERS, WHETHER ONLINE OR OFFLINE, (B) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT OR SOFTWARE, (C) BUGS OR VIRUSES WHICH MAY BE TRANSMITTED TO OR THROUGH SERVICES BY ANY THIRD PARTY, (D) ANY INTERRUPTION OR CESSATION OF SERVICE OR OF TRANSMISSION OF THE SERVICES, (E) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS, AND/OR (F) ANY UNAUTHORIZED USE OF PERSONAL INFORMATION DISCLOSED TO A THIRD PARTY, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY LAW, STATUTE, USAGE OF

TRADE, CUSTOM, COURSE OF DEALING OR PERFORMANCE, OR THE PARTIES' CONDUCT OR COMMUNICATION WITH ONE ANOTHER, OR AS A RESULT OF THE NATURE OF THIS AGREEMENT OR IN CONFORMITY WITH USAGE, EQUITY OR LAW OR OTHERWISE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL THEREFORE APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

12. INDEMNITY

You agree to defend, indemnify and hold Empatico, its affiliates, officers, directors, employees and agents, harmless from and against any and all claims, demands, expenses (including, but not limited to, reasonable legal fees), damages, causes of action, obligations, liabilities, and costs or debt arising out of, or asserted in connection with: (i) your use of and access to (or inability to use) the Services; (ii) your violation of any of this Agreement; (iii) your violation of any third party right, including, without limitation, any copyright, intellectual property, or privacy right. We reserve the right, in our sole and unfettered discretion, to control any action or proceeding and determine whether we wish to settle it, and if so, on what terms. This defence and indemnification obligation will survive the termination or expiration of this Agreement and/or your use of the Services.

13. Miscellaneous

This Agreement, and any rights or licenses granted or waived herein, may not be transferred or assigned by you, but may be assigned by Empatico without restriction. If any parts of this Agreement are deemed unlawful, void or unenforceable, those provisions deemed severable from this Agreement and all remaining portions of this Agreement will remain in full force and effect. This Agreement and the Privacy Policy constitute the entire agreement between you and Empatico with respect to your use of the Services. This Agreement will supersede any and all prior agreements or understandings, whether oral or written, between you and Empatico. In the event of a conflict between this Agreement and any other agreement between you and Empatico, the terms and conditions of this Agreement will govern.

You agree that you may not assign the rights and obligations under this Agreement without the prior written consent of Empatico.

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regards to conflict of laws principles. You hereby expressly submit to the non-exclusive jurisdiction of the courts of the Province of Ontario.

This Agreement has been drafted in the English language at the express request of the parties. Les parties ont exigé que le présent contrat soit rédigé en anglais. You confirm that you prefer this Agreement and any related documents be in English. Vous confirmez préférer que cette convention et les documents s'y rattachant soient rédigés en anglais.

The failure of Empatico to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement for convenience only and have no legal or contractual effect.