

## LOCKIT SOLUTIONS INC. ("Lockit Solutions")

### SUBSCRIBER TERMS OF USE AND LICENSE (the "Agreement")

Lockit Solutions Inc. ("Lockit Solutions") owns, operates, and licenses to authorized users the Lockit secure password manager and virtual wallet software application and associated services and features (collectively referred to in this Agreement as "Lockit") to input, store, secure, back up, protect, share and restore private, confidential and sensitive data (such as website logins, passwords, social security or government identity numbers, bank account numbers, data, files, access and PIN codes) on mobile devices and computers, using strong encryption based on a 256-bit cipher. This encryption method is approved for export by the U.S. Department of Commerce Bureau of Industry and Security under registration #ERN107306. Lockit is referred to here as "Lockit ", "the System", "the Solution", or "the Software". The authorized user is referred to as "User" or "You". Lockit Solutions reserves the right to modify these Terms of Use at any time and will post a current version of them at [www.lockitsolutions.com/termsfuse](http://www.lockitsolutions.com/termsfuse). **You assume responsibility to review these Terms of Use and any changes to them from time to time to ensure compliance by You with them.**

**READ THESE TERMS OF USE CAREFULLY. THEY ARE IMPORTANT AND GOVERN YOUR USE OF LOCKIT. BY ACCESSING, INSTALLING, OR USING LOCKIT YOU AGREE TO BE BOUND BY THESE TERMS.**

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**Lockit, Third Party Intellectual Property and Trade-mark Ownership.** You understand and agree that the software, code, proprietary methods and systems used by and contained in Lockit including all updates, modifications and enhancements to them ("Lockit IP") are: (a) copyrighted by Lockit Solutions and/or its licensors under United States, Canadian and international copyright laws; (b) subject to applicable intellectual property rights and laws; and (c) owned by Lockit Solutions or our licensors or suppliers. Lockit IP may not be copied, modified, reproduced, republished, posted, hosted, brokered, transmitted, sold, offered for sale, or redistributed in any way without our prior written permission or our suppliers'. You will respect all copyright notices, legends, information, and limitations associated with Lockit IP. This Agreement does not grant You any right to receive or obtain access to Lockit IP except as permitted and intended and does not grant You any right to grant or convey any license or right to Lockit IP. Names, logos, and other materials or elements used in association with Lockit are protected trade-marks, trade names, or service marks ("Marks") of Lockit Solutions or other parties. You are prohibited to use any such Marks and ownership of such Marks and the goodwill associated with them is owned by and for the benefit of Lockit Solutions or their respective owners.

**Authorized Users, Restrictions on Use.** Lockit may only be used (i) by authorized users (ii) for lawful purposes (iii) who comply at all times with these Terms of Use and License. "Authorized users" are individuals (not companies or non-natural entities) who have an active subscriber account or an authorized free user account for Lockit, who pay for and/or maintain a Lockit account, are eligible to be an authorized user under this Agreement, who agree to be bound by the terms of this Agreement, and who in fact maintain compliance with this Agreement at all times. Authorized users must be old enough to enter into legally binding contracts under any applicable laws. Lockit is not available to users under the age of 18 in any circumstances. By installing and using Lockit, You represent and warrant that you are over the age of 18. If you are not, you are prohibited from using Lockit and you are not eligible to be an authorized user of Lockit.

**User Conduct.** You agree that during and in connection with your use of Lockit you will not:

Use, reproduce, resell or exploit any portion or feature of Lockit or your access to Lockit for any purpose other than that for which it is provided to you.

Engage in or promote any unlawful activities.

Attempt to reverse engineer, disassemble, decompile, translate or jeopardize or alter the correct functioning of Lockit, or otherwise attempt to derive the source code of any software (including the tools, methods, processes, and infrastructure) that forms part of Lockit or violate or defeat any security feature of Lockit.

Upload, distribute or print pornography, prohibited or restricted materials, or anything that may be harmful to minors.

Act in a manner that might violate or offend the rights of any third party, including any intellectual property rights.

Attempt to gain access to secured portions of Lockit to which you do not possess access rights.

Upload or transmit any form of virus, worm, Trojan horse, or other malicious code.

Use Lockit to generate unsolicited email, advertisements, publications, or spam.

Engage in any conduct that could be construed as stalking, harassing or harming another individual.

Use automatic, electronic or manual processes to harvest information from Lockit (such as robots, spiders or scripts).

Interfere in any way with the proper functioning of Lockit or interfere with or disrupt any servers or networks connected to Lockit, or disobey or disregard any policies, procedures, rules or regulations of any network or service provider associated with Lockit or your use of it.

Impersonate any person or party, or otherwise misrepresent any right, authority, status or affiliation with any person, entity, or organization.

Mirror or frame any content, place pop-up windows over its pages, or otherwise affect the display of its pages.

Engage in vulnerability or security testing of Lockit and/or attempt to hack, overcome, de-activate, disable, or test Lockit's security features without notice to and express written consent of Lockit Solutions.

Disclose in the public or to any third party any actual or perceived breach or weakness of Lockit or its security features. If you detect or become aware of such, you agree to report immediately any actual or potential breach or security issues with Lockit to Lockit Solutions by e-mail to [security@lockitsolutions.com](mailto:security@lockitsolutions.com).

You will not use Lockit for any unlawful or criminal purpose. You will comply with all applicable laws, rules, regulations, including privacy policies and laws of any applicable jurisdiction.

**DISABLING OF ACCOUNTS OR ACCOUNT ACCESS. Lockit Solutions may without notice, in its sole discretion, at any time, disable, limit or restrict use of any account including User Data and block Your access to any account, feature, or content (including User Data) on Lockit that Lockit Solutions determines may be illegal, threatening, pornographic, abusive, obscene or in violation of any term of this Agreement, or any law, regulation, or legal right of any party or otherwise interferes with the security or usability of Lockit by any user. You consent to this remedy by Lockit and in the event an account is disabled or deactivated, you release Lockit Solutions and its officers, directors, employees, suppliers and licensors from any claim or liability associated with loss of access to your account or User Data, provided Lockit Solutions has acted in good faith.**

**User Data.** Records, data, and files stored in Lockit by You are called User Data. User Data is transmitted and stored in a secure and encrypted format by Lockit Solutions on secure servers using secure technology and transmission methods. You are solely responsible for ensuring the accuracy and usefulness of your User Data. Lockit Solutions and its suppliers do not have access to your unencrypted User Data. If your subscription expires and you do not renew your subscription within 60 days, Lockit

Solutions reserves the right to delete irretrievably all User Data associated with your account including any attached files or notes in your account that have files (e.g. documents, files, photos, videos, etc.) contained in them. Prior to destruction where feasible Lockit Solutions will send you a destruction notification to the email address associated with your account. Subscriber email addresses are transmitted in encrypted format and stored securely to permit user support services.

**Lockit Master Password (“LMP”) is For Personal Use Only of the Authorized User; Loss of LMP Will Result in Total Loss of User Data.** You understand that to use Lockit, You will be required to create a "Lockit Master Password" to be used only by you for your personal use. You are responsible to maintain the security of your LMP and all records and data entered, imported, exported, and used by You related to your use of Lockit. Due to our security methods, Lockit Solutions will have no access to your LMP and unencrypted User Data and will not ask and are not permitted to ask for your LMP or User Data. You will not provide your LMP to any third party and will not provide your LMP to any support or other personnel of Lockit Solutions under any circumstances. You assume all risk and liability of any nature associated with use of your LMP and User Data. If You lose or forget your LMP You will lose access to your User Data and Lockit Solutions will not be able to provide You access to your LMP or User Data; it will be lost and unretrievable. In this or any circumstances you hereby release Lockit Solutions and its employees, officers, directors, suppliers, and affiliates, from any liability of any nature associated with loss of your LMP or User Data. **You should maintain separate secure backup and archives of all data that forms part of your User Data in a manner apart from Lockit to ensure your User Data can be recovered by You without reliance on Lockit.**

**Encryption and User Data.** Lockit needs a stable reliable Internet connection to work on iOS, Android, Mac, Windows Phone and other cloud-based software platforms. User Data submitted to Lockit is transmitted over the Internet to Lockit storage systems by 256-bit encrypted Secure Socket Layer (SSL/HTTPS) connections. User Data is securely encrypted for storage with 256-bit AES ciphers. Lockit personnel cannot access your User Data at any time. Lockit is technically unable to retrieve your User Data if you forget your LMP. If you provide Lockit with remote access to your device for support purposes, Lockit Solutions will not have access to your LMP or User Data. **You are prohibited under the terms of this Agreement from providing your LMP or any User Data to any Lockit personnel or any party acting on behalf of Lockit.**

**Subscription Fees, Payment Terms and Refund Policy.** Subscription Fees charged by Lockit Solutions are at prices and for subscription packages or upgrades as published from time to time by Lockit Solutions on [www.lockitsolutions.com](http://www.lockitsolutions.com) or otherwise. Payment can be made by valid credit card, PayPal, or other payment mechanism as Lockit Solutions may accept from time to time. Payment is due monthly, annually or otherwise in advance based on your subscription package and must be received before Lockit will be activated. Any use or activation of Lockit confirms your agreement to be bound by this Agreement and comply with it at all times. All payments are non-refundable for any reason. Subscription Fees are subject to change at any time. Lockit will attempt to notify You of any changes in Fees or subscription packages before implementing any changes or renewals. If you do not accept any changes to Fees, subscription packages, or this Agreement, you should notify us and not renew your subscription. Otherwise, Lockit Solutions will implement automatic renewals where agreed to by You and process payment accordingly. Enterprise and Reseller customers or distributors of Lockit may make alternative

payment arrangements as agreed by Lockit Solutions. Dishonoured payments due to invalid credit cards or other reasons may result in disruption of your subscription. In this event Lockit Solutions will make good faith efforts to notify you and obtain alternate payment details prior to disabling or de-activating your account. You are responsible for any other fees or costs associated with using Lockit, including but not limited to data use, Internet access or user fees, or fees or costs associated with related hardware, software, or software-as-a-service use by You. All Fees are non-refundable for any reason.

**Free Users.** If you have a free user account with Lockit you acknowledge that your User Data is not backed up in the cloud or on any remote server and is solely contained on your device or computer. If your device or computer is disabled, damaged, lost, or stolen, or if Lockit is removed or uninstalled from your device or computer then you will lose your User Data. Free users should periodically update their version of Lockit when prompted by their app store provider. Free users will not receive automatic updates and failure to update the free user version of Lockit may result in the failure or loss of security features in Lockit.

**Shared User Data.** Lockit may contain features that permit You to share all or some of your User Data with other authorized users of Lockit and/or third parties. If You use this feature, you are solely responsible for verifying the permissions granted to share User Data, the identity of the party receiving access to your User Data, and the nature and risks associated with the sharing of any User Data and assume all risk and liability associated with using such features and sharing any User Data.

**Usage, Reporting, and Product Improvement.** When installed Lockit may from time to time automatically report without notice to you non-personally identifiable user data to Lockit's servers relating to installation, updates, usage, errors, etc. relating to your use of Lockit. The principal use of this data is to detect, diagnose, and resolve technical and performance issues and improve the performance of Lockit and subscriber experience for business and technical purposes. You consent to these uses of this data. After termination of your account, Lockit may maintain basic account and subscriber data in secured format for legal and compliance purposes or in the event of future support or reactivation of the account.

**You Will Indemnify Lockit Solutions If You Breach This Agreement.** You agree to defend, indemnify and hold harmless Lockit Solutions, its affiliates, suppliers and licensors, and their respective officers, directors, employees, representatives, agents and distributors from and against any and all damages, losses, liabilities, settlements, and expenses (including reasonable attorney fees) in connection with any actual or threatened claim or action arising from or related to: (A) any actual or alleged breach of this Agreement, (B) User Data or content submitted by You to or in association with Lockit; or (C) otherwise in relation to your use of Lockit. You acknowledge and agree that Lockit Solutions may seek damages and indemnity or other remedies against You if you use Lockit for any unlawful or prohibited or improper purpose including, without limitation, direct, indirect, special, incidental, punitive, loss of profits and loss of business continuity, consequential damages, and interim and injunctive relief, in any jurisdiction Lockit deems suitable.

**Intellectual Property Rights in User Data, Submissions.** You represent and warrant that You have all lawful right and entitlement to submit and use your User Data and its use in association with Lockit will

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**Privacy Policy.** Your relationship with Lockit Solutions is governed by this Agreement and is subject to the Lockit Privacy Policy found at [www.lockitsolutions.com/privacy](http://www.lockitsolutions.com/privacy). You agree to and accept the terms of the Lockit Privacy Policy. Please direct any inquiries about it to [privacy@lockitsolutions.com](mailto:privacy@lockitsolutions.com).

**Disclaimer of Representations and Warranties.** Lockit Solutions will use commercially reasonable efforts to encrypt User Data in a secure manner but Lockit Solutions does not guarantee the security of the User Data. YOU AGREE THAT YOUR USE OF LOCKIT IS AT YOUR SOLE AND EXCLUSIVE RISK. LOCKIT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND LOCKIT SOLUTIONS DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, NON-INFRINGEMENT, TITLE, OPERABILITY, CONDITION, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA AND SYSTEM INTEGRATION. LOCKIT SOLUTIONS MAKES NO WARRANTY THAT LOCKIT WILL MEET YOUR REQUIREMENTS OR THAT ITS USE OR AVAILABILITY WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. LOCKIT SOLUTIONS MAKES NO WARRANTY AS TO RESULTS THAT MAY BE OBTAINED FROM THE USE OF LOCKIT, OR THAT DEFECTS OR ERRORS IN IT WILL BE CORRECTED AT ALL OR IN A TIMELY MANNER. YOU AGREE THAT USE OF LOCKIT IS ENTIRELY AT YOUR OWN RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS (INCLUDING LOSS OF DATA) THAT RESULTS FROM USE OF LOCKIT. NO CONTENT, ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM LOCKIT SOLUTIONS AT ANY TIME IN ANY WAY WILL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THESE TERMS OF SERVICE.

**Limitation of Liability.** YOU ACKNOWLEDGE AND AGREE THAT LOCKIT SOLUTIONS IS ONLY WILLING TO PROVIDE ACCESS TO LOCKIT IF YOU AGREE TO STRONG LIMITATIONS ON OUR LIABILITY TO YOU AND TO THIRD PARTIES. YOU AGREE AND ACKNOWLEDGE THAT TO THE EXTENT PERMITTED UNDER ANY APPLICABLE LAW, IN NO EVENT WILL LOCKIT SOLUTIONS, OUR AGENTS, SUPPLIERS, DISTRIBUTORS, THEIR RESPECTIVE OFFICERS, EMPLOYEES, OR DIRECTORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL,

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**Special Representation and Warranty Regarding Restricted Persons, Export of Software or Technical Data.** You specifically represent and warrant to Lockit that you are not a "Restricted Person", which is any individual person, entity, or officer, director, or controlling shareholder of an entity using Lockit that is (1) a national of or an entity existing under the laws of Cuba, Iran, Sudan, Syria or any other country with which U.S. persons are prohibited from engaging in transactions, as determined from time to time by the U.S. Treasury Department; (2) designated as a Specially Designated National or institution of primary money laundering concern by the U.S. Department of the Treasury; (3) listed on the Denied Persons List or Terrorists List or Entity List by the U.S. Department of Commerce; (4) engaged in or associate with nuclear, missile, chemical or biological weapons activities to which U.S. persons may not contribute without a U.S. Government License; or (5) owned, controlled, or acting on behalf of a Restricted Person. If you become a Restricted Person during the term of this Agreement, you must notify Lockit Solutions within twenty-four (24) hours, and Lockit Solutions shall have the right to terminate your subscription and any further obligation or relationship with you with immediate effect, with no further liability to you. Your obligations under this Agreement shall remain in force. You agree that you will not use Lockit to

carry out or facilitate any transaction with any Restricted Person, unless authorized in advance in writing by the applicable Department of the U.S. Government. You also agree you will not directly or indirectly, or allow or assist any party in the export or removal from the United States of Lockit, including technical data, in violation of any restrictions, laws, or regulations of the United States, Canada, or any other applicable country.

**Third-Party Websites and Service Providers.** Lockit features may allow You to link, communicate, or share User Data to non-Lockit third-party web sites, service providers, and other third-party Internet-based solutions and services. Any such links and/or communications are provided as a convenience only and Lockit is not responsible for the content or services provided by such third parties. Any such link does not imply that Lockit endorses, approves of, or has tested any such site or services. Your access to and use of such sites and services is entirely at your own risk and subject to any applicable terms and conditions or security standards of such third party web site host or service provider and you should exercise diligence in using or verifying such sites and/or using any third party services. Such sites and services may not use adequate or comparable security to Lockit which could result in compromise or loss of User Data.

**Electronic Communications.** Lockit Solutions is only able to provide you with the benefits of Lockit by conducting business and communicating through the Internet. We need your consent to us sending you electronic communications. You confirm and agree that in order for Lockit Solutions to provide services to you under this Agreement and otherwise, You (i) consent to receive communications from us in an electronic form; and (ii) You agree that all terms and conditions, agreements, notices, documents, disclosures, and other communications we provide to you electronically satisfy any legal requirement that they would satisfy if it were in hard-copy writing on paper. Your consent to receive communications from us electronically applies to all of your interactions and transactions with us unless you notify us otherwise and withdraw this consent by contacting us at [privacy@lockitsolutions.com](mailto:privacy@lockitsolutions.com). If you withdraw your consent then you must cease using Lockit provided that the withdrawal of your consent does not affect or alter the legal validity and enforceability of obligations or electronic communications between us prior to the withdrawal of consent. You should update changes in your email or mail contact information so that we have your current contact information at all times.

**Termination.** This Agreement is effective as of the date you accept this Agreement or the date of first installation of Lockit, whichever is earlier and shall terminate immediately without notice to you if you breach any term or condition of this Agreement. You may terminate this Agreement without cause at any time by stopping all use of Lockit. Lockit Solutions may terminate this Agreement without cause upon written notice to you. On termination all rights granted to You under this Agreement will immediately end, you must delete Lockit from any device on which it is installed, and you must delete or destroy all copies of Lockit in your possession. Lockit Solutions may delete any of your User Data 60 days after termination. All provisions of this Agreement that naturally survive termination shall survive termination. **YOU AGREE THAT LOCKIT WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY TERMINATION OF YOUR ACCESS TO THE SITE OR SERVICES OR DESTRUCTION OR LOSS OF USER DATA FOR ANY REASON.**



**Whole Agreement, Governing Law and Jurisdiction.** This Agreement represents the whole agreement between You and Lockit Solutions and supersedes any prior oral or written agreements or representations of any kinds. Failure by a party to enforce its rights under this Agreement shall not be deemed or construed as a waiver of such right. If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force, in effect and enforceable. This Agreement shall be governed by the laws of Ontario, Canada and all disputes shall be resolved by the Superior and Federal Courts sitting at Toronto, Ontario and you attorn and submit to the exclusive jurisdiction of those courts and Ontario and Canadian federal law.

**Additional Information.** If you have any questions about Lockit or this Agreement, contact [support@lockitsolutions.com](mailto:support@lockitsolutions.com).

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