

# Terms of services

Last modification : October 15, 2020

## 1. ACCEPTANCE OF TERMS OF SERVICES

This is an agreement between 9381-9506 Quebec Inc. (“**Spypoint**”, “**we**” or “**We**”), owner and operator of the websites accessible at [www.spypoint.com](http://www.spypoint.com) and [www.myspypoint.com](http://www.myspypoint.com) (collectively, the “**Platform**”), and you (“**you**” or “**You**”), a User of the Platform (“**User**”).

By using the Platform, including the services offered on the Platform and all other services, software, applications and subscriptions offered by Spypoint (hereafter collectively referred to as the “**Services**”), you acknowledge and agree to these terms of service (“**Terms of Service**”) and to Spypoint’s Personal Information Protection Policy, which is accessible hereunder and is incorporated to this agreement by reference. If you choose not to agree with those Terms of Service and Personal Information Protection Policy, you must refrain from using the Platform.

The Platform is available only to Users who can form legally binding contracts under applicable law. By using or accessing the Platform, you hereby represent and warrant that you are at least eighteen (18) years of age and are not barred from using the Platform or the Services, under applicable law.

## 2. CHANGES TO THE TERMS OF SERVICES

### 2.1. Right to Change Terms.

Spypoint reserves the right, in its sole discretion, to update these Terms of Service (“**Updated Terms**”) from time to time.

### 2.2. Notice of Updated Terms.

Unless Spypoint makes a change for juridical or administrative reasons, Spypoint will provide reasonable advanced notice before the Updated Terms become effective. You agree that Spypoint may notify you of the Updated Terms by posting them on the Platform.

### 2.3. Acceptance of Updated Terms.

Your use of the Platform after the effective date of Updated Terms constitutes your agreement to these Updated Terms. You should review these Terms of Service and any Updated Terms before using the Platform.

### 2.4. Effective Date of Updated Terms.

The Updated Terms will be effective as of the time of posting, or such later date as may be specified in the Updated Terms and will apply to your use of the Platform from that point forward.

### **3. USE OF PLATFORM**

#### **3.1. Functionalities.**

The Platform allows you to purchase Products (hereafter defined) offered by Spypoint such as but not limited to, hunting tables, trail, security, action cameras and accessories. The Platform also enables you to activate your camera to locate your GPS location position, and to manage and view photos and videos taken with your camera (“**Products**”).

#### **3.2. Access and Use.**

During the term of this agreement, Spypoint grants you a limited, non-exclusive, non-transferable right to access and use the Platform, for a licit use in accordance with the Terms of Service (“**Authorized purposes**”).

#### **3.3. User Conduct.**

You may not engage in any of the following prohibited activities:

- using the Platform for purposes other than the Authorized purposes;
- copying, distributing, or disclosing any part of the Platform in any medium, including by any automated or non-automated web scraping tool or technique;
- using any automated system, including “robots,” “spiders,” and “offline readers”, to access the Platform;
- transmitting, via the Platform, spam, chain letters, or other unsolicited emails;
- attempting to interfere with the servers running the Platform, compromise their system integrity or security, or decipher any transmissions to or from them;
- taking any action that, at Voker’s sole discretion, imposes, or may impose, an unreasonable or disproportionately large load on the Platform infrastructure;
- uploading invalid data, viruses, worms, or other malware through the Platform;
- collecting, extracting or harvesting any personally identifiable information, including without limitation account names, from the Platform;
- impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity;
- interfering with the proper working of the Platform;
- accessing any Content on the Platform through any technology or means other than those provided or authorized by the Platform;
- bypassing the measures that Spypoint may use to prevent or restrict access to the Platform, including without limitation features that prevent or restrict the use or copy of any Content or enforce limitations on the use of the Platform or the Content therein; or
- otherwise using the Platform in contravention with any applicable law.

#### **3.4. Investigation and Prosecution.**

Spypoint shall have the right to investigate and prosecute any violations of the Terms of Service, to the fullest extent permitted by law. You acknowledge that Spypoint has no obligation to review your

Content (as defined hereunder) or to monitor your access to or use of the Platform, but has the right to do so, to ensure compliance with the Terms of Service, applicable laws, orders or requirements of a court or governmental body. In case of violation of these Terms of Service, Spypoint shall have the right, at any time and without prior notice, to remove your Content and disable your access or use to the Platform.

#### **4. ELECTRONIC COMMUNICATIONS**

When you provide Spypoint with your email address via the Platform, you expressly consent that Spypoint will keep your email address in its databases and that Spypoint may use such email address in its mailing list to communicate with you to (i) validate certain information relating to your account, (ii) keep you informed of the status of your account on the Platform, (iii) conduct surveys or verifications relating to the Platform, namely its functionalities, user-friendliness or your appreciation of the Platform, (iv) offer you advantages or promotions offered by Spypoint, or (v) any other purpose relating to the Platform or security of Users.

#### **5. YOUR ACCOUNT**

##### **5.1. Account Creation.**

Some functionalities of the Platform may require the creation of a User account. When you create an account, you must complete the registration process by providing Spypoint with current, complete, and accurate information as prompted by the applicable registration form and update this information as the case may be. You will choose a unique username and a safe password. In case of a breach of this paragraph, Spypoint may end your right to use the Platform, at its sole discretion.

##### **5.2. Responsibility for Account.**

You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify Spypoint immediately of any unauthorized use of your account or any other breach of security.

##### **5.3. Account Security.**

Spypoint cannot guarantee that unauthorized third parties will never be able to defeat the Platform's security measures or use for improper purposes any information which relates to you and allows you to be identified ("**Personal Information**") that you provide to us. You acknowledge that you provide your Personal Information at your own risk.

##### **5.4. Liability for Account Misuse.**

Spypoint will not be liable for any loss, including the loss of data associated to your account, that you may incur as a result of someone else using your password or account, either with or without your

knowledge and or consent. You could be held liable for losses incurred by Spypoint or another party due to someone else using your account or password.

#### **5.5. Use of Other Accounts.**

You may not use another User's account at any time, unless with the permission of the account holder or the permission of her or his duly authorized mandatary.

#### **5.6. Account Termination.**

Spypoint reserves its right to delete any account inactive for a period of at least one (1) year, as well as any data associated with such account. However, no data shall be deleted without prior notice to the account holder.

#### **5.7. Account Discontinuation.**

You may terminate or cancel your account on the Platform for any reason, at your sole discretion and without notice, without liability to Spypoint.

### **6. PLATFORM FEES**

#### **6.1. Fees.**

Spypoint may charge fees for access to or use of the Platform. However, in no event will you be charged for such access or use unless Spypoint obtains your prior agreement to pay such fees. Any fees will be posted prominently on the Platform and in other appropriate locations on the Platform.

#### **6.2. Rates.**

You will pay all fees and charges incurred through your account at the rates in effect for the billing period when they are incurred. You will be billed for these fees and charges and shall also pay all applicable taxes relating to the use of the Platform through your account.

### **7. PURCHASE ORDERS AND SALES**

#### **7.1. Purchase Orders.**

You must submit a Purchase Order to acquire our Products and Services ("**Purchase Orders**") via our standard Purchase Order form made available to you via the Platform. Once the Purchase Order is accepted by Spypoint, such Purchase Order shall constitute a binding contract between You and Spypoint.

##### **7.1.1. Contents of Purchase Orders**

Before concluding a sale through the Platform, Spypoint will disclose, bring expressly to your attention and present the following information to you prominently and in a comprehensible manner, so that you may easily retain and print your Purchase Order, and correct any error before it is sent to us and registered:

- our name, and any other name under which we carry on business;
- our address;
- our telephone number and, if available, our fax number and technological address;
- a detailed description of the Products or Services that are to be the object of the Purchase Order, including characteristics, technical specifications, model or part number;
- an itemized list of the quantity and unit prices of the Products or Services that are to be the object of the Purchase Order, including associated costs charged to you and any additional charges payable under a statute;
- a description of any possible additional charges payable to a third party, such as customs duties and brokerage fees, which amounts cannot reasonably be determined;
- the total amount to be paid by you under the Purchase Order and, if applicable, the number of instalments, the rate applicable to the use of an incidental Product or Service and the terms of payment;
- the currency in which amounts owed under the Purchase Order are payable, only if not in Canadian dollars;
- the date on which, or the time within which, our principal obligation must be performed;
- if applicable, the mode of delivery, the name of the carrier and the place of delivery;
- the applicable cancellation, rescission, return, exchange and refund conditions, if any; and
- any other applicable restrictions or conditions.

## **7.2. Encryption of data.**

You accept that your data (excluding credit card information), may be transferred unencrypted and involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during the transfer over networks.

## **7.3. Spypoint's Acceptance or Rejection.**

### **Notice of Acceptance or Rejections.**

Within ten (10) business days of receiving your Purchase Order and payment for the Products or Services that are the object of the Purchase Order, Spypoint shall notify you whether it is accepting or rejecting the Purchase Order. Spypoint may reject the Purchase Order for any reason, at its sole discretion, and without explanations.

### **Acceptance and Deemed Acceptance.**

The parties will be bound by the Purchase Order when Spypoint gives you notice of its acceptance, or if Spypoint fails to notify you of its acceptance or rejection within ten (10) business days of receiving your Purchase Order.

## **Modification**

Spypoint may propose a modification to a Purchase Order by including in its notice to you a modified Purchase Order, for you to accept or reject according to the acceptance and rejection procedures under this section.

## **7.4. Price, Invoicing and Payments.**

### **Price**

You shall pay Spypoint's list price for each Product or Service, as listed on the Platform.

### **Payment and Taxes**

Spypoint will invoice you and will collect full payment for the Products or Services that are the object of the Purchase Order upon receipt of such Purchase Order.

### **Invoice and Receipt**

Spypoint shall send or give you access to the invoice for each Purchase Order, and a payment receipt upon receipt of a payment for the Products or Services that are the object of the Purchase Order. Spypoint will make and send or notify you of each invoice and payment receipt in writing at the email address that you provided in the Purchase Order.

## **7.5. Delivery of Products or Services.**

### **Delivery.**

Spypoint will deliver each Purchase Order of Products in accordance with the delivery method you selected and to the location specified in the applicable Purchase Order. All delivery times are estimated and Spypoint cannot be held responsible for any delay in delivery.

### **Spypoint's principal obligation.**

Spypoint's principal obligation is presumed to have been performed if Spypoint attempted to perform it on the date specified in the Purchase Order, on a later date agreed on in writing by you and Spypoint, or on the date specified in a notice sent to you within a reasonable time, but was prevented from doing so by your actions or negligence.

### **Risk of Loss.**

Spypoint will remain liable for any damages, losses, or defects to the Products until they are delivered to you, after which you will be solely liable.

## **8. PROVISIONS APPLICABLE ONLY TO CONSUMERS**

The following provisions apply only to buyers who are Consumers whereas “**Consumers**” means “natural persons, except merchants who obtain our Products or Services for the purposes of their business”.

### **8.1. Distance contract.**

The distance contract for the sale of Products or Services between Spypoint and a Consumer will be evidenced in writing; a copy of it will be sent to the Consumer within fifteen (15) days after it is entered into, in a manner that ensures that the Consumer may easily retain it and print it, and will indicate:

- the Consumer’s name and address;
- the date the contract is entered into; and
- the information described in section 7.1.1. above (Contents of Purchase Orders), as disclosed before the contract was entered into.

### **8.2. Cancellation.**

The Consumer may cancel the contract within seven (7) days after receiving a copy if:

- Spypoint did not disclose to the Consumer the information described in section 7.1.1. above (Contents of Purchase Orders) before the contract was entered into, or did not disclose it in accordance with that section;
- Spypoint did not provide the Consumer with an express opportunity, before the contract was entered into, to accept or decline the proposal or to correct any errors; or
- The contract does not meet the requirements of section 8.1. above (Distance contract);

However, the cancellation period begins when Spypoint’s performance of the principal obligation is completed if the Consumer, at that time, observes that Spypoint has not disclosed all the information described in section 7.1.1 above (Contents of Purchase Orders). If Spypoint does not send a copy of the contract to the Consumer within the time provided for in section 8.1. above (Distance contract), the Consumer has thirty (30) days, as of the date the contract is entered into, to cancel the contract.

The Consumer’s right to cancel the contract is exercised by sending a notice to that effect to Spypoint. The contract is cancelled by operation of law as of the sending of the cancellation notice. Within fifteen (15) days following the cancellation of the contract, Spypoint must refund all sums paid by the Consumer under the contract. Within fifteen (15) days following the cancellation of the contract or following delivery if it postdates cancellation, the Consumer must restore the Products that were the object of the contract to Spypoint in the same state in which they were received. Spypoint shall assume the reasonable costs of restitution.

A distance contract may also be cancelled by the Consumer at any time before performance of Spypoint’s principal obligation if Spypoint’s principal obligation is not performed within thirty (30) days after the date specified in the contract or the later date agreed on in writing by the Consumer and

Spypoint, or within thirty (30) days after the contract is entered into in the case of a contract that does not specify a date or time limit for Spypoint's principal obligation to be performed.

### **8.3. Chargeback.**

If Spypoint defaults on the obligation to make a refund and the Consumer has paid by credit card, the Consumer may, within sixty (60) days following the default, request the card issuer to charge back all amounts paid under the contract and any accessory contract, and to cancel all charges made to the Consumer's account in relation to those contracts. A chargeback request must be in writing and contain the following information:

- the credit cardholder's name;
- the credit card number and expiry date;
- Spypoint's name;
- the date the contract was entered into;
- the amount charged to the credit card account and the sums to be refunded by Spypoint;
- a description of the Products or Services that are the object of the contract and for which chargeback is requested;
- the reason for cancelling the contract; and
- the date of cancellation and the means used to send the cancellation notice.

## **9. RETURN, REFUND AND EXCHANGE CONDITIONS**

Whenever used in these Terms of Service, the term “**Product**” means all Spypoint's hardware goods or devices available or as described in section 3.1.

### **9.1. Refund.**

Spypoint offers no refund, other than to Consumers as stipulated in Section 8 above.

### **9.2. Exchange.**

You may, within thirty (30) days after the purchase of a Product, request an exchange for another Product of the same value, or a higher value by paying the difference in price. In the event that you opt for a lower value Product, Spypoint will not refund the difference between the higher initial price and the purchase price of the new Product. To qualify for an exchange, your item must be unused and in the same state as you received it.

### **9.3. Returns.**

To complete your exchange, we require a receipt or proof of purchase. To return your Product for the exchange, you must mail, at your own costs, your Product to the return address mentioned on the return authorization. All request to complete a return must be obtained and authorized by Spypoint's customer service.



In no event shall Spypoint accept returns for which freight charges are to be paid upon reception. Such shipments will be refused at the door and returned to the sender. Provided that Spypoint accepts such shipment, Spypoint may, at its sole discretion, deduct the amounts from the reimbursement. You are responsible for any loss or damage to hardware during shipment. We do not guarantee that we will receive your returned item. Shipping and handling charges are not refundable.

#### **9.4. Inspection.**

In addition, once your return is received and inspected, Spypoint will send you an email informing you of the receipt of your returned item and the approval or rejection of your return. In the event that you do not contact Spypoint before sending your Product, Spypoint shall have no obligations to communicate with you regarding the approval or rejection of your return.

#### **9.5. Refusal.**

In the event where, depending on the condition of the Product, the return is refused, the Product shall be returned to you, at your expenses, and no credit or exchange will be allowed.

#### **9.6. Repair.**

You can consult our [repair service instructions](#) in case of breakage or malfunction.

### **10. PRODUCTS OR SERVICES**

#### **10.1. Colors and Images.**

Spypoint has made every effort to display as accurately as possible the colors and images of its Products that appear on the Platform. We cannot guarantee that your computer monitor's display of any color will be accurate nor that the Product you receive will be exactly as shown on our Platform.

#### **10.2. Modifications to the Services and Prices.**

Prices for our Products are subject to change without notice. Spypoint reserves the right at any time to modify or discontinue the Products or Services (or any part or content thereof) without notice. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Products or Services.

#### **10.3. Limitations and Discontinuance.**

Spypoint reserves the right, but is not obligated, to limit the sales of its Products or Services to any person, geographic region or jurisdiction. This right may be exercised on a case-by-case basis. We reserve the right to limit the quantities of any Products or Services that we offer. All Products' descriptions or Product pricing are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue any Product at any time. Any offer for any Product or Services made on this Platform is void where prohibited.

#### **10.4. Quality.**

Spypoint does not warrant that the quality of any Products, Services, information, or other materials purchased or obtained by you will meet your expectations, or that any errors in the Services will be corrected.

#### **10.5. Warranty.**

Spypoint offers a two-year (2) warranty on sold cameras and a one-year (1) warranty on all other Products sold, including related accessories. Please refer to the instruction manual for detailed information. In the event of any discrepancy between these Terms of Service and the instruction manual, the information in the instruction manual prevails. No warranty will be given on any Product that has been physically broken. All cameras must be troubleshooted thoroughly before RMA can be issued for a return on warranty.

### **11. ACCURACY OF BILLING AND ACCOUNT INFORMATION**

Spypoint may, in its sole discretion, limit or cancel the quantities purchased per person, household or order, including orders placed by or under the same customer account, the same credit card or orders using the same billing or shipping address.

### **12. PERSONAL DATA PROTECTION AND PROCESSING**

#### **12.1. Definitions.**

The following capitalized terms and expressions shall have the corresponding meanings hereunder when used in this Section (Personal Data Protection and Processing):

- **“Breach”** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed;
- **“Controller”** means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data;
- **“GDPR”** means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC (also known as the General Data Protection Regulation);
- **“International Organisation”** means an organisation and its subordinate bodies governed by public international law, or any other body which is set up by, or on the basis of, an agreement between two or more countries;
- **“Member State”** means a State that is a member of the European Union;
- **“Personal Data”** means any information relating to an identified or identifiable natural person (“Individual”); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location

data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

- **“Processing”** means any operation or set of operations which are performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;
- **“Processor”** means a natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the Controller;
- **“Pseudonymisation”** means the Processing of Personal Data in such a manner that the Personal Data can no longer be attributed to a specific Individual without the use of additional information, provided that such additional information is kept separately and is subject to technical and organisational measures to ensure that the Personal Data are not attributed to an identified or identifiable natural person;
- **“Representative”** means a natural or legal person established in the Union who, designated by the Controller or Processor in writing pursuant to Article 27 of the GDPR, represents the Controller or Processor with regard to their respective obligations under this Regulation;
- **“Supervisory Authority”** means an independent public authority which is established by a Member State pursuant to Article 51 of the GDPR.

## **12.2. Mutual Acknowledgements and Agreements.**

The parties acknowledge and agree as set out in this Section 2 in respect to each of the following:

### **Spypoint as Processor**

Spypoint processes Personal Data on behalf of User, which acts as a Controller by determining, alone or jointly with others, the purposes and means of the Processing of such Personal Data.

### **Contract Governing the Carrying out of Processing**

The carrying-out of Processing by Spypoint is governed by these Terms of Service which sets out the subject-matter and duration of the Processing, the nature and purpose of the Processing, the type of Personal Data and categories of Individuals and the obligations and rights of User as Controller, and include certain specific terms designed to ensure that Processing carried out by Spypoint as a Processor meets all the requirements of the GDPR when applicable.

### **Governing law**

This Section 12 (Personal Information Protection and Processing) is governed by and made under the laws and regulations of the European Union (the **“Union”**).

### **Conflict of Terms**

If there is any inconsistency between this Section 12 (Personal Information Protection and Processing) and the other terms of these Terms of Service, the terms of this section will prevail. Spypoint shall take all necessary steps to conform the inconsistent terms to the terms of this section.

### **Duration**

The duration of the Processing by Spypoint on behalf of User shall be for the duration of the User's right to use the Platform and until all Personal Data for which User is the sole Controller is deleted or returned in accordance with User's instructions or the terms of these Terms of Service.

### **Types of Personal Data**

The types of Personal Data processed by the Platform include those relating to: Behaviors, including comings and goings at a specific place and time (video and audio). Categories of Individuals. Processing of Personal Data by Spypoint on behalf of User is for the following categories of Individuals: any individual whose presence has been captured by a camera and whose video sequence or photo is posted on the Platform.

### **12.3. Obligations and Responsibilities of User.**

#### **Compliance with Data Protection Laws and Regulations**

User shall, in its use of the Platform, process Personal Data, and provide instructions for the Processing of Personal Data, in accordance with the requirements of all Personal Data protection laws and regulations.

#### **Accuracy, Quality, Legality and Means**

User has sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which User acquired Personal Data.

#### **Independent Determination**

User is solely responsible for making an independent determination as to whether the technical and organisational measures of the Platform meet User's requirements (including any security obligations under the GDPR or other applicable data protection laws and regulations, as the case may be).

#### **Security Practices and Policies**

User acknowledges and agrees that, taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of the Processing of its Personal Data as well as the risks to Individuals, the security practices and policies implemented and maintained by Spypoint provide a level of security appropriate to the risk with respect to Personal Data for which User is the Controller.

## **Privacy Protections and Security Measures**

User is responsible for implementing and maintaining privacy protections and security measures for components that User provides or controls if any.

## **Indemnification for Violation of Individual's Rights**

If an Individual brings a claim directly against Spypoint for a violation of his Individual's rights, User will indemnify Spypoint for any injury caused to Spypoint by such a claim, to the extent that Spypoint has notified User about the claim and given User the opportunity to cooperate with Spypoint in the defense and settlement of the claim.

## **12.4. Obligations and Responsibilities of Spypoint.**

### **Documented Instructions**

Spypoint will process the Personal Data only on documented instructions from User, including with regard to transfers of Personal Data to a third country or an International Organisation, unless required by law to do otherwise; in such a case and when possible, Spypoint shall make reasonable efforts to inform User of that legal requirement before Processing, unless the law or court order prohibits Spypoint to notice User of such legal requirement.

### **Confidentiality**

Spypoint will ensure that persons authorized to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

### **Security**

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Spypoint will implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate:

- the Pseudonymisation and encryption of Personal Data;
- the ability to ensure the ongoing confidentiality, integrity, availability and resilience of Processing systems and services;
- the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident;
- a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Processing; and
- steps to ensure that any natural person acting under the authority of Spypoint who has access to Personal Data does not process them except on instructions from User, unless he or she is required to do so by law.

## **Engaging Another Processor**

This paragraph constitutes a general prior written authorization from User allowing Spypoint to recruit any other Processor. Spypoint will respect the following conditions for engaging another Processor, namely that:

Spypoint will inform User of any intended changes concerning the addition or replacement of other Processors; and

Where Spypoint engages another Processor for carrying out specific Processing activities on behalf of User, the same data protection obligations as set out in this section 12 between User and Spypoint will be imposed on that other Processor, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the Processing will meet the requirements of the laws and regulations to such Processing.

## **Requests for Exercising Individuals Rights.**

Taking into account the nature of the Processing, Spypoint will assist User by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the User's obligation to respond to requests for exercising the rights granted to Individuals by applicable laws, which may include:

- Transparent information, communication and modalities for the exercise of the rights of the Individual;
- Information to be provided where Personal Data are collected from the Individual;
- Information to be provided where Personal Data have not been obtained from the Individual;
- Access by the Individual;
- Rectification;
- Erasure ('right to be forgotten');
- Restriction of Processing;
- Notification obligation regarding rectification or erasure of Personal Data or restriction of Processing;
- Data portability;
- Right to object; and
- Right not to be subject to a decision based solely on automated Processing.

Spypoint will make available to User (in a manner consistent with the functionality of the Platform and Spypoint's role as a Processor) Personal Data of Individuals and the ability to fulfill Individual's requests to exercise their rights. If Spypoint receives a request from User's Individual to exercise one or more of its rights in connection with the Platform, Spypoint will redirect the Individual to make its request directly to User. User will be responsible for responding to any such request including, where necessary, by using the functionality of the Platform.

## **Assistance of User**

Taking into account the nature of Processing and the information available, Spypoint will assist User in ensuring compliance with the User's obligations as Controller pursuant to application laws and regulations, which may pertain to:

- Security of Processing;
- Notification of a Breach to a Supervisory Authority;
- Communication of a Breach to the Individual;
- Data protection impact assessment; and
- Consultation with a Supervisory Authority prior to Processing where a data protection impact assessment indicates that the Processing would result in a high risk in the absence of measures taken by the Controller to mitigate the risk.

### **Personal Data Breach**

Spypoint will notify User without undue delay after becoming aware of a Breach. Such notification will at least:

- Describe the nature of the Breach including where possible, the categories and approximate number of Individuals concerned, and the categories and approximate number of Personal Data records concerned;
- Communicate the name and contact details of the data protection officer or other contact point where more information can be obtained;
- Describe the likely consequences of the Breach; and
- Describe the measures taken or proposed to be taken by the Controller to address the Breach, including, where appropriate, measures to mitigate its possible adverse effects.

Where, and in so far as, it is not possible to provide the information at the same time, the information may be provided in phases without undue further delay.

### **Deletion or Return all Personal Data**

Spypoint will, at the choice of User, delete or return all the Personal data to User after the end of the provision of services relating to Processing, and delete existing copies unless applicable laws or regulations require storage of the Personal Data;

### **Information to Demonstrate Compliance**

Spypoint will make available to User all information necessary to demonstrate compliance with the obligations stemming from the GDPR and applicable to Spypoint as a Processor under this Section (Obligations and Responsibilities of Spypoint) and allow for and contribute to audits, including inspections, conducted by User or another auditor mandated by User.

## **12.5. Personal Data Protection Policy.**

The Personal Data Protection Policy applies only to the Platform and does not apply to any third-party website or service linked to the Platform or recommended or referred to through the Platform or by Spypoint's staff or a User.

#### **12.6. Aggregate and Anonymized Data.**

Notwithstanding the provisions above of this Article 12, Spypoint may use, reproduce, sell, publicize, or otherwise exploit Aggregate Data in any way, in its sole discretion. ("**Aggregate Data**" refers to User Data with personal identifiable information removed such as the names and addresses of User and any of its online identifier or physical, cultural, or social identity.)

### **13. INTELLECTUAL PROPERTY**

#### **13.1. Trademarks.**

All trademarks (including words, expressions, and logos) used by Spypoint, for the purposes of distinguishing its Products or Services advertised or promoted on the Platform from those of others, are owned by Spypoint. Spypoint tradenames and logos are trademarks of Spypoint, and may not be used, reproduced or imitated, in whole or in part, without the prior written permission of Spypoint.

#### **13.2. Copyright.**

All original works reproduced or published on the Platform are protected by copyrights. The owner of the copyright in each of such works reserve all its rights in it. You acknowledge that it is an infringement of copyright for any person to do, without the consent of the owner of the copyright, anything that, by the applicable copyright statutes, only the owner of the copyright has the right to do.

#### **13.3. Other rights.**

This Platform or any part thereof may also be protected by industrial designs or patents. Spypoint reserves all rights to the Platform not expressly granted. You agree not to engage in the use, copying, or distribution of any of the Platform other than expressly permitted.

#### **13.4. Feedback.**

Spypoint is free to use, profit, disclose, publish, keep secret or otherwise exploit any comments, suggestions or other ideas to improve or otherwise modify the Platform or any other Spypoint Product or Service ("**Feedback**"), without compensation or attribution to the User or to any person behind this Feedback.

#### **13.5. Documentation.**

Spypoint will, from time to time, provide the User with Documentation, online or in any material form, describing the features, operation and use of the Platform (the "**Documentation**"). The User



understands and agrees that he may reproduce and use the Documentation only as necessary to support his use of the Platform.

## **14. USER CONTENT**

### **14.1. Content Ownership.**

You retain all ownership rights to any images, text, graphics, videos, photos, information, or other materials (“**Content**”) uploaded to the Platform, with respect with Spypoint’s right to use the Content for training and improvement of its systems, Products and Services offered.

### **14.2. Content License.**

By submitting Content to the Platform, you grant Spypoint a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, sublicensable, and transferable license to do anything with your Content that by any applicable law you would otherwise have the sole right to do, including the right to authorize anything in respect of such Content, including for both commercial and non-commercial purposes, subject to Spypoint’s Personal Information Protection Policy.

### **14.3. Responsibility for Content.**

You hereby acknowledge and agree that you are solely responsible for all Content that you submit to the Platform. Accordingly, you represent and warrant that (i) you either are the sole and exclusive owner of all Content submitted to the Platform, or you have all rights, licenses, permissions, consents and releases necessary to grant Spypoint the rights in such Content, and (ii) neither the Content nor your posting, transmission or submission of your Content or Spypoint’s use of your Content infringes or will infringe any third-party rights, including intellectual property rights and image rights, or any law or regulation, whether Canadian or foreign.

By loading illicit or inappropriate Content, or Content for which you are not the owner or for which you have no rights, you shall defend, indemnify and hold harmless Spypoint and its Affiliates from and against all claims, causes of action, damages, obligations, losses, liabilities, costs or debts, expenses (including attorneys’ fees and costs) and all amounts paid in settlements arising from or relating to the unauthorized Content.

### **14.4. Personal Information.**

For information about how Spypoint could collect, use or disclose Personal Information, please review Spypoint’s Personal Information Protection Policy.

### **14.5. Third-Party Content.**

Through the Platform, you may have the ability to use and/or access Content provided by third parties. Spypoint cannot guarantee that such third-party Content will be free of material you may find

objectionable or otherwise. Spypoint disclaims any responsibility or liability related to your access or use of any third-party Content.

## **15. CONFIDENTIAL INFORMATION**

### **15.1. Definitions.**

For the purpose of this Section 15, “**Confidential Information**” means any material, non-public, business-related information (including any trade secret), whether written or oral, whether or not marked as confidential.

### **15.2. Obligation of Confidentiality.**

The User must keep confidential all Confidential Information that Spypoint has disclosed or made available to him, directly or indirectly, by any means of communication or observation.

### **15.3. Limited purposes.**

The User may only use Confidential Information for the purpose of using the Platform.

### **15.4. Non-Disclosure.**

The User may not disclose Confidential Information to any third party, except to the extent that such disclosure:

- is allowed by these Terms of Service
- has previously been signed by Spypoint in writing; or
- is required by law.

### **15.5. Notice.**

The User must notify Spypoint promptly and in a timely manner if the User is required by law to disclose any Confidential Information or is aware of any unauthorized disclosure of Confidential Information.

## **16. HYPERLINKS**

The Platform may contain hyperlinks to external Internet sites that remove you from the Platform (the “**External Sites**”). You acknowledge and agree that Spypoint is not responsible for the availability of these External Sites, nor for the accuracy of the content, products or services available on these External Sites. Hyperlinks to External Sites do not imply any endorsement by Spypoint of such External Sites. You acknowledge that you assume all risks arising from your use of the External Sites and by using the Platform, you expressly release Spypoint from any liability arising from your use of any External Site.

## **17. DISCLAIMERS**

Other than Spypoint's official Limited Warranty and to the maximum extent permitted by applicable law, Spypoint disclaims all warranties of any kind, whether express, implied, or statutory, including any implied warranty of title, merchantability, fitness for a particular purpose or non-infringement of third-party rights related to the Platform, the Services and the Products. Moreover, Spypoint makes no warranty regarding the quality of any Products, Services or Content purchased or obtained through the Platform. All information on the Platform and the Platform itself are provided for your convenience, "as is", and "as available", without any warranties of any kind. For greater clarity, Spypoint does not represent, warrant, or guarantee that information will be available, accurate, or reliable.

## **18. LIMITATION OF LIABILITY**

You acknowledge and agree to assume the entire risk arising out of your access or use of the Platform, the Services, and the Products.

In no event shall Spypoint's and its Affiliates (hereafter defined) total cumulative liability to you for all direct damages arising from or related to the Products, the Product software or the Services (whether in contract, tort, negligence or otherwise) exceed the amount paid by you, if any, for the Products, the Product software or Services at issue within the prior twelve (12) months. This limitation is cumulative and will not be increased by the existence of more than one incident or claim. Spypoint and its Affiliates disclaim all liability of any kind of Spypoint's and its Affiliates' licensors and suppliers. "Affiliates" shall mean all Spypoint's affiliates, parent companies, subsidiaries and their officers, directors, employees, contractors, agents, licensees, successors, and assigns.

To the maximum extent permitted by applicable law, under no circumstances, including negligence, shall Spypoint or its Affiliates be liable for any indirect, special, incidental, or consequential damages including but not limited to any damages for loss of use, lost data or lost profits, whether in contract, tort or otherwise, arising from or relating to the Products, the accessories or the Services offered by Spypoint, even if Spypoint or such Affiliate knew or should have known of the possibility of such damages. This provision is not intended to limit Spypoint's liability in the event of Spypoint's willful or intentional misconduct.

To the maximum extent permitted by applicable law, under no circumstances will Spypoint be liable in any way for any content, including, but not limited to, the use of or inability to use the Platform, the Services offered in connection with the Platform or the Products, the loss of content, any errors or omissions in any content, or any loss or damage of any kind incurred in connection with use of or exposure to any content posted, emailed, accessed, transmitted, or otherwise made available via the Platform or the Services. This includes, without limitation, any damages caused by or resulting from reliance by a User on any information obtained from the Platform, or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failure of performance.

Spypoint hereby further expressly disclaims all liability for any claims for Service failures that are due to normal Product wear, Product misuse, abuse, Product modification, improper Product selection or your non-compliance with any and all applicable federal, state or local laws. You understand and agree

that this limitation of liability shall apply even if Spypoint is found liable for any loss or damage due to a breach of contract, breach of express or implied or limited warranty, negligence of any kind or degree, strict product liability, subrogation, indemnification or contribution, or any other theory of liability. However, this limitation of liability shall not apply to any wilful, wanton, intentional or reckless misconduct of Spypoint or gross negligence of Spypoint in those states that do not permit limitation of liability for gross negligence or when these are due to negligent breaches of any significant contractual duty or obligation on the part of Spypoint.

You install and use the Products and Services at your own discretion and risk. You have sole responsibility for adequate protection and backup of data and/or equipment used in connection with your use of the Services, and you agree to hold Spypoint harmless from, and you covenant not to sue Spypoint or its Affiliates for, any claims based on your use of the Products or Services, including claims for lost data or content, delays in performance, non-performance, malperformance, or lost profits resulting from your use of the Products or Services. You are solely responsible for (and Spypoint and its Affiliates disclaim) any and all loss, liability or damages resulting from your use or installation of a Product, including damage or loss to HVAC systems, plumbing, homes, Products, other peripherals connected to the Product, computers, mobile devices, and all other items and pets in the home.

It is understood that it you are solely responsible to protect against any risk of loss with the appropriate insurance coverage, and you are responsible for obtaining all insurance coverage you believe is necessary. To the fullest extent permitted by applicable law and the applicable policy or policies of insurance you obtain and maintain, you release Spypoint from all liability for any loss, occurrence, event, or condition covered by your insurance.

## **19. INDEMNIFICATION**

By using the Platform, you agree to defend, indemnify and hold harmless Spypoint and its Affiliates from and against all claims, causes of action, damages, obligations, losses, liabilities, costs or debts, expenses (including attorneys' fees and costs) and all amounts paid in settlements arising from or relating to your use of the Platform, breach of these Terms of Service or the agreements incorporated herein, or your violation of any third-party rights. Spypoint may assume the exclusive defense and control of any matter for which you have agreed to indemnify Spypoint and you agree to assist and cooperate with Spypoint in the defense or settlement of any such matters.

## **20. TERMINATION**

### **20.1. Termination by Spypoint.**

Spypoint may terminate or suspend your access to or ability to use the Platform immediately, with or without justification and at its sole discretion, without prior notice or liability. A breach of these Terms of Service shall constitute an immediate termination.

### **20.2. Effect of Termination.**

Upon termination of your access to or ability to use the Platform, your right to use or access the Platform will immediately cease.

### **20.3. Survival of Provisions.**

This agreement's provisions that by their nature should survive termination shall survive termination, including ownership and indemnification provisions, warranty disclaimers and limitations of liability. Termination of your access to and use of the Platform shall not relieve you of any obligations arising or accruing prior to the termination or limit any liability that you otherwise may have to Spypoint or any third party.

## **21. DISPUTES**

### **21.1. Claim Procedure.**

For any dispute arising out of or in connection with or relating to these Terms of Service or the Personal Information Protection Policy, you agree to first contact Spypoint and attempt to resolve the dispute informally. If the dispute can not be resolved informally, each party agrees to resolve any such dispute first by mediation in accordance with the provisions of section 605 and following of the Quebec Code of Civil Procedure, unless such mediation (i) has not commenced at the initiative of a party within ten (10) days of the expiry of the time limit indicated in a default notice from one party to the other, or (ii) did not result in an amicable settlement within twenty (20) days of commencement of the mediation. If mediation did not result in an amicable settlement, you agree to resolve the dispute by binding arbitration, in Quebec City (Canada), unless you and Spypoint agree otherwise, in accordance with the provisions of section 620 and following of the Quebec Code of Civil Procedure and save for circumstances for which the applicable law prohibits referral to arbitration or restrictions on a Consumer's right to go before a court.

### **21.2. Class Actions.**

Unless in circumstances for which the applicable law prohibits restrictions on a party's right to bring a class action, all claims must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding, and, unless the parties agree otherwise, the arbitrator may not consolidate more than one person's claim.

### **21.3. Injunctive Relief.**

Nothing in this section prevents either party from seeking provisional measures or safeguard orders, such as injunctive or other equitable relief, from the competent judicial court, before or during mediation and arbitration proceedings.

## **22. GOVERNING LAW**

This agreement will be governed by and construed in accordance with the laws of the Province of Quebec, without regard to its conflict of law rules. Your conduct may also be subject to other local, state, and national laws.

## **23. GENERAL**

### **23.1. Entire Agreement.**

These Terms of Service and the Personal Information Protection Policy replace any prior agreement between you and Spypoint and constitutes the entire agreement between you and Spypoint.

### **23.2. Assignment.**

You cannot assign or transfer these Terms of Service and the Personal Information Protection Policy or any rights or obligations thereto.

### **23.3. Waiver.**

The negligence or delay by Spypoint to exercise a right, recourse, power or privilege in accordance with the Terms of Service does not constitute a waiver of such rights, recourses, powers or privileges. To be valid, a waiver must be made by writing and must be signed by Spypoint. A written waiver to a default cannot be interpreted as constituting a waiver to any other default or default of the same nature which may occur in the future.

### **23.4. Invalidity or Unenforceability.**

In the event that one or many provisions of the Terms of Service or the Personal Information Protection Policy is declared invalid or unenforceable or inapplicable by a court of competent jurisdiction, such invalidity or inapplicability will not affect the validity or applicability of the other provisions of these Terms of Service or the Personal Information Protection Policy; these Terms of Service or the Personal Information Protection Policy will then be interpreted as if the invalid or inapplicable provision had never formed part of these Terms of Service or the Personal Information Protection Policy.

## **24. CONTACT US**

Spypoint appreciates your comments, questions, and feedback, which may be sent to service@[spypoint.com](mailto:spypoint.com)