

TERM OF SERVICE AGREEMENT

FAURI LAW

LAST UPDATE: May 01, 2022

THIS TWOHEARTS TERMS OF SERVICE AGREEMENT (the “**Agreement**” or “**Terms of Service**”) is made between TwoHearts.com, Inc. (“**TwoHearts**,” “**we**,” “**us**,” or “**our**”) and you, our customer (“**you**” or “**your**”). This Agreement governs your use of TwoHearts owned-and-operated websites and applications (collectively, the “**Services**”).

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1. Acceptance

By creating an account, downloading our mobile application, or otherwise visiting or using our Services, you accept this Agreement and consent to contract with us electronically.

We may update this Agreement by posting a revised version on our website. By continuing to use our Services, you accept any revised Agreement.

This Agreement includes our Privacy Policy. Please review our Privacy Policy to learn about the information we collect from you, how we use it, and with whom we share it.

2. Our Services

Service License: Subject to the terms hereof, we grant you access to our Services. This includes the right to use all related functionality that we may provide subject to your plan.

Features: The features available to you will depend on your plan. We may change features from time to time.

Downloadable Software: We may offer applications for devices (“Apps”) directly or through third-party stores. Subject to your compliance with these Terms of Service, TwoHearts grants you a limited, non-exclusive, non-transferable, revocable license to download and use the Apps. We may update Apps from time to time to add new features and/or correct bugs. You shall ensure that you are using the most recent version of the App that is compatible with your device. We cannot guarantee that you will be able to use the most recent version of the App on your device.

Third Parties: We may provide links to and integrations with websites or services operated by others.

3. Accounts

Registration: In order to use TwoHearts, you may sign in using a number of ways, including by Facebook login. If you choose to use your Facebook login, you authorize us to access and use certain Facebook account information, including but not limited to your public Facebook profile. For more information regarding the information we collect from you and how we use it, please consult our Privacy Policy.

You are responsible for maintaining the confidentiality of your login credentials you use to sign up for TwoHearts, and you are solely responsible for all activities that occur under those credentials. If you think someone has gained access to your account, please immediately contact us.

Age Requirements: You must be at least 18 years old or the applicable age of majority in your jurisdiction, whichever is greater, to create an account or otherwise use our Services. If you wish to use the Services for a commercial purpose, you must be at least 18 years old.

Account Security: You are responsible for all activity that occurs under your account, including unauthorized activity. You must safeguard the confidentiality of your account credentials and may not share your account credentials with anyone. If you are using a computer that others have access to, you must log out of your account after each session. If you become aware of unauthorized access to your account, you must change your password and notify us immediately.

4. Subscription Plans

Plan Types: We offer paid subscriptions that allow you to use Our Services. You may purchase a “[insert the name of a plan if any]” plan (you sign up and pay online). Advertised prices and features may change. [Confirm?] [do you have the option to create a free account?]

Fees: You must pay all fees (plus any taxes) during your subscription period and any renewal periods. Our fees may include a fixed monthly or annual fee plus variable fees for transactions or usage. We may adjust fees from time to time. We will attempt to notify you in advance of any such fee changes prior to your next billing cycle. If you do not wish to accept a fee change, you may cancel your subscription in accordance with this Agreement. [Confirm?]

Free Trials and Discounts: We may offer free-trial or discounted subscriptions [Confirm?]. When a free-trial period ends, your paid subscription begins (unless you have cancelled) and you must pay the full monthly or annual fee. If we provide a discount for the first subscription period, you must pay the discounted fee; in any renewal, you must pay the full fee. [Confirm?]

Refund Policy: Subject to the terms hereof, subscribers may cancel and receive a full refund of their initial purchase within **thirty (30) days** after purchasing an annual plan and **five (5) days** after purchasing a monthly plan. Our refund policy does not apply to: [Confirm?]

- In-app purchases;
- Fees charged immediately after a free-trial period ends;
- Attempted abuse of the refund policy (i.e., by subscribing and requesting refunds repeatedly);
- Subscription renewals or migrations to other plans;
- Fees other than annual or monthly subscription fees;
- Requests made after the specified periods;
- Customers who have breached this Agreement or whose accounts were terminated in accordance with our Copyright Policy;
- Customers who joined using a promotion that expressly disclaimed our refund policy; or
- Customers who have initiated a chargeback dispute.

Automatic Renewal: To the extent permitted by applicable law, subscriptions automatically renew at the end of each subscription period unless cancelled beforehand. Monthly plans renew for 30-day periods. Annual plans renew for one-year periods. You must pay the annual or monthly fee (plus any taxes) when each renewal period starts. Unused storage, bandwidth, and other usage limits do not roll over.

How to Decline Renewal: subscribers may opt out of automatic renewal by changing their account settings. Any opt-out or notice of non-renewal will not affect the current subscription period. TwoHearts may decline renewals.

Lapse Policy: When a subscription ends, the account will be deleted. Any content in the account may be deleted to comply with the limitations of the new account status. You are responsible for archiving your content. TwoHearts shall not be responsible for the loss of any content. We may publish additional guidelines regarding the treatment of lapsed subscriptions. These guidelines describe current practices only and shall not require TwoHearts to provide any level of post-subscription account status.

In-App Purchase: We may allow you to purchase subscriptions within Apps. When you make such “in-app” purchases, you will be billed by the app platform, not us. **To turn off automatic renewal for subscriptions, access your platform’s account settings.** Our refund policy does not apply to in-app purchases. Any billing inquiries should be directed to the app platform.

Resale: You may not sell, resell, rent, lease, or distribute any plan or any other aspect of our Services to any third party unless authorized by us in writing. We may suspend or terminate accounts sold via authorized resellers for non-payment to the reseller or any violation of the restrictions set forth in this Agreement.

5. Acceptable Use Policy

We may allow you to create, upload, submit, or publish (collectively, to "submit") content such as videos, recordings, images, and text. You must ensure that your content, and your conduct, complies with the Acceptable Use Policy set forth in this **Section 5**. TwoHearts may (but is not obligated to) monitor your account, content, and conduct, regardless of your privacy settings.

TwoHearts may remove or limit access or availability to any content or account that it considers in good faith to violate this Acceptable Use Policy. [Confirm the type of content of any that the user may publish on the app?]

5.1 Copyright Policy

You may only submit content that you have the right to submit and share. Copyright owners may send TwoHearts a takedown notice as stated in our Copyright Policy if they believe TwoHearts is hosting infringing materials. We will, in appropriate circumstances, terminate the accounts of persons who repeatedly infringe.

5.2 Content Restrictions

You may not submit any content that:

- Infringes any third party's copyrights or other rights (e.g., trademark, privacy rights, etc.);
- Is sexually explicit or promotes a sexual service;
- Is defamatory;
- Is harassing or abusive;
- Contains hateful or discriminatory speech;
- Promotes or supports terror or hate groups;
- Contains instructions on how to assemble explosive/incendiary devices or homemade/improvised firearms;
- Exploits or endangers minors;
- Depicts or encourages self-harm or suicide;
- Depicts (1) unlawful real-world acts of extreme violence, (2) vivid, realistic, or particularly graphic acts of violence and brutality, (3) sexualized violence, including rape, torture, abuse, and humiliation, or (4) animal cruelty or extreme violence towards animals;
- Promotes fraudulent or dubious money-making schemes, proposes an unlawful transaction, or uses deceptive marketing practices;
- Contains false or misleading claims about (1) vaccination safety, or (2) health-related information that has a serious potential to cause public harm;
- Contains false or misleading information about voting;
- Contains (1) claims that a real-world tragedy did not occur; (2) false claims that a violent crime or catastrophe has occurred; or (3) false or misleading information (including fake news, deepfakes, propaganda, or unproven or debunked conspiracy theories) that creates a serious risk of material harm to a person, group, or the general public; or
- Violates any applicable law.

5.3 Code of Conduct

In using our Services, you may not:

- Use an offensive screen name (e.g., explicit language) or avatar (e.g., containing nudity);
- Act in a deceptive manner or impersonate any person or organization;
- Harass or stalk any person;

- Harm or exploit minors;
- Distribute “spam” in any form or use misleading metadata;
- Collect personal information about others without their authorization;
- Access another’s account except as permitted herein;
- Use or export any of our services in violation of any Canadian. law;
- Engage in any unlawful activity;
- Embed our video player on or provide links to sites that contain content prohibited by **Section 5.2**; or
- Cause or encourage others to do any of the above.

5.4 Prohibited Technical Measures

You will not:

- Except as authorized by law or as permitted by us in writing: scrape, reproduce, redistribute, frame, mirror, create derivative works from, decompile, reverse engineer, alter, archive, or disassemble any part of our Services; or attempt to circumvent any of our security, rate-limiting, filtering, or digital rights management measures;
- Remove or modify any logo, watermark, or notice of proprietary rights embedded on or in the Services or any output thereof without our permission;
- Submit any malicious program, script, or code;
- Submit an unreasonable number of requests to our servers; or
- Take any other actions to manipulate, interfere with, or damage our Services.

5.5 Restricted Users

You may not use our Services if you:

- are a terror or hate group or a member thereof;
- have been designated by a Canadian agency as an entity that we may not contract with; or
- are subject to sanctions by a non-Canadian government such that we would be required to block your content in a substantial number of countries in which we provide service.

You may not purchase goods or software services from us if doing so would violate any Canadian sanctions. You hereby make a continuing representation that you are in compliance with the foregoing restrictions.

5.6 Safety; your Interaction with Other Members

Though TwoHearts strives to encourage a respectful member experience through features that allows members to communicate only after they have both indicated interest in one another, TwoHearts is not responsible for the conduct of any member on or off of the Service. You agree to use caution in all interactions with other members, particularly if you decide to communicate off the Service or meet in person. In addition, you agree to review and follow TwoHearts’ **Safety Tips** prior to using the Service. You agree that you will not provide your financial information

(for example, your credit card or bank account information), or wire or otherwise send money to other members.

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER MEMBERS. YOU UNDERSTAND THAT TWOHEARTS DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS ON ITS MEMBERS OR OTHERWISE INQUIRE INTO THE BACKGROUND OF ITS MEMBERS. TWOHEARTS MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OR COMPATIBILITY OF MEMBERS.

6. Licenses Granted by You

6.1 Your Content

By creating an account, you grant to TwoHearts a worldwide, transferable, sub-licensable, royalty-free, right and license to host, store, use, copy, display, reproduce, adapt, edit, publish, modify and distribute information you authorize us to access from third parties such as Facebook, as well as any information you post, upload, display or otherwise make available (collectively, "**post**") on the Service or transmit to other members (collectively, "**Content**").

TwoHearts' license to your Content shall be non-exclusive, except that TwoHearts' license shall be exclusive with respect to derivative works created through use of the Service. For example, TwoHearts would have an exclusive license to screenshots of the Service that include your Content. In addition, so that TwoHearts can prevent the use of your Content outside of the Service, you authorize TwoHearts to act on your behalf with respect to infringing uses of your Content taken from the Service by other members or third parties. Our license to your Content is subject to your rights under applicable law (for example laws regarding personal data protection to the extent any Content contains personal information as defined by those laws) and is for the limited purpose of operating, developing, providing, and improving the Service and researching and developing new ones. You agree that any Content you place or that you authorize us to place on the Service may be viewed by other members and may be viewed by any person visiting or participating in the Service (such as individuals who may receive shared Content from other TwoHearts members).

6.2 Account Profile

You grant TwoHearts permission to use your name, likeness, biography, trademarks, logos, or other identifiers used by you in your account profile for the purpose of displaying such properties to the public or the audiences you have specified. You may revoke the foregoing permission by deleting your account. TwoHearts shall have the right to identify public profiles in its marketing and investor materials.

6.3 Other Content; Feedback

Content that is not covered by the licenses set forth in Sections 6.1 or 6.2, shall be governed by this Section 6.3 (e.g., text you submit in comments). You grant TwoHearts a perpetual and irrevocable right and license to copy, transmit, distribute, publicly perform, and display such content through online means in connection with our Services. If you make suggestions to

TwoHearts on improving our products or services, TwoHearts may use your suggestions without any compensation to you.

6.4 Scope of Licenses

All licenses granted by you in this Section 6: (a) are non-exclusive, worldwide, and royalty-free; (b) include the right and license to copy, use, distribute, publicly perform, and display the licensed work for the purposes stated above; and (c) include all necessary rights and licenses to allow us to exercise our rights and perform our obligations. By granting these licenses, you waive any so-called “moral rights” that you may have. Nothing in this Agreement shall be deemed a license “condition” applicable to TwoHearts; rather, any breach of a term by TwoHearts hereof shall give rise to, at most, a claim for breach of contract only.

7. Your Obligations

7.1 Representations and Warranties

For each piece of content that you submit to or through TwoHearts, you represent and warrant that:

- You have the right to submit the content to TwoHearts and grant the licenses herein;
- TwoHearts will not need to obtain licenses from any third party or pay royalties to any third party with respect to the streaming or other permitted distribution of the content;
- You have obtained appropriate releases (if necessary) from all persons who appear in the content;
- The content does not, and will not, infringe any third party's rights, including intellectual property rights, rights of publicity, moral rights, and privacy rights; and
- The content complies with this Agreement and all applicable laws.
- all information that you submit upon creation of your account, including information submitted from your Facebook account, is accurate and truthful and you have the right to post the Content on the Service and grant the license to TwoHearts above.

7.2 Indemnification

You will indemnify, defend, and hold harmless TwoHearts and its subsidiaries, parents, and affiliates, and their and our respective directors, officers, employees, and agents, from and against all third-party complaints, demands, claims, damages, losses, costs, liabilities, and expenses, including attorney’s fees, arising from or relating to: (a) the content you submit to or through the Services; and (b) allegations of actions or omissions by you that (regardless if proven) would constitute a breach of this Agreement.

7.3 Other Obligation

You understand and agree that we may monitor or review any Content you post as part of a Service. We may delete any Content, in whole or in part, that in our sole judgment violates this Agreement or may harm the reputation of the Service.

When communicating with our customer care representatives, you agree to be respectful and kind. If we feel that your behavior towards any of our customer care representatives or other employees is at any time threatening, harassing, or offensive, we reserve the right to immediately terminate your account.

In consideration for TwoHearts allowing you to use the Service, you agree that we, our affiliates, and our third-party partners may place advertising on the Service. By submitting suggestions or feedback to TwoHearts regarding our Service, you agree that TwoHearts may use and share such feedback for any purpose without compensating you.

Please be informed that TwoHearts may access, store and disclose your account information and Content if required to do so by law, by performing its agreement with you, or in a good faith belief that such access, storage or disclosure satisfies a legitimate interest, including to: (i) comply with legal process; (ii) enforce the Agreement; (iii) respond to claims that any Content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property or personal safety of the Company or any other person.

8. Term and Termination

This Agreement begins when you first use our Services and continues so long as you use our Service or have an account with us, whichever is longer. Paid accounts will continue for the subscription period and will renew in accordance with **Section 4** above.

If you breach this Agreement, TwoHearts may, at its option: (a) terminate this Agreement immediately, with or without advance written notice; (b) suspend, delete, or limit access to your account (and other accounts you control) or any content within it; and (c) to the extent permitted by applicable law, retain any amounts payable to you (which you forfeit). If TwoHearts deletes your account for breach, you may not re-register and you will not be entitled to any refund for purchases.

You may terminate your account at any time, for any reason, by following the instructions in "Settings" in the Service. However, if you use a third party payment account such as Apple's App Store or iTunes Store, as applicable ("App Store") or the Google Play Store, you will need to manage in app purchases through such an account to avoid additional billing.

In the event of any termination or expiration, the following sections will survive: **Section 6.3** (Other Content; Feedback), **Section 7.2** (Indemnification), **Section 9** (Disclaimers), **Section 10** (Limitation of Liability), **Section 11** (Choice of Law and Jurisdiction), and **Section 12** (General Provisions).

9. Disclaimers

TWOHEARTS PROVIDES THE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU USE THE SERVICES AT YOUR OWN RISK. You must provide your own device and internet access.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, TWOHEARTS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. Among other things, TwoHearts makes no representations or warranties:

- That our Services, or any part thereof, will be available or permitted in your jurisdiction, uninterrupted or error-free, completely secure, or accessible from all devices or browsers;
- That we will host, make available, or remove any specific piece of content;
- Concerning any content submitted by or actions of our users;
- That any geo-filtering or digital rights management solution that we might offer will be effective;
- That our Services will meet your business or professional needs;
- That we will continue to support any particular feature or maintain backwards compatibility with any third-party software or device; or
- Concerning any third-party websites and resources.

10. Limitation of Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) TWOHEARTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF BUSINESS, PROFITS, GOODWILL, DATA, OR OTHER INTANGIBLE LOSSES, EVEN IF TWOHEARTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) TWOHEARTS'S TOTAL LIABILITY TO YOU, EXCEPT FOR TWOHEARTS'S CONTRACTUAL PAYMENT OBLIGATIONS HEREUNDER (IF ANY), SHALL NOT EXCEED THE AMOUNTS PAID BY YOU TO TWOHEARTS OVER THE TWELVE (12) MONTHS PRECEDING YOUR CLAIM(S) OR ONE HUNDRED DOLLARS (USD \$100), WHICHEVER IS GREATER.

11. Choice of Law and Jurisdiction

If you are dissatisfied with our Services for any reason, please contact us first so that we can try to resolve your concerns without the need for outside assistance.

11.1 Choice of Law and Jurisdiction

These terms and conditions shall be construed in accordance with and governed by the laws in effect within the province of Ontario, notwithstanding the jurisdiction where you are based. You irrevocably agree that the courts of Ontario shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with the Terms and for those purposes irrevocably submit all disputes to the jurisdiction of the Ontario courts.

12. General Provisions

Reservation of Rights, Severability: TwoHearts reserves all rights not expressly granted herein. TwoHearts's rights and remedies are cumulative. No failure or delay by TwoHearts in exercising

any right will waive any further exercise of that right. If any term of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, that term will be limited or severed.

Force Majeure: TwoHearts will not be liable for any delay or failure caused by (a) acts of God/natural disasters (including hurricanes and earthquakes); (b) disease, epidemic, or pandemic; (c) terrorist attack, civil war, civil commotion or riots, armed conflict, sanctions or embargoes; (d) nuclear, chemical, or biological contamination; (e) collapse of buildings, fire, explosion, or accident; (f) labor or trade strikes; (g) interruption, loss, or malfunction of a utility, transportation, or telecommunications service; (h) any order by a government or public authority, including a quarantine, travel restriction, or other prohibition; or (i) any other circumstance not within TwoHearts's reasonable control, whether or not foreseeable (each a "force majeure event"). In the event of a force majeure event, TwoHearts shall be relieved from full performance of the contractual obligation until the event passes or no longer prevents performance.

Relationship: You and TwoHearts are independent contractors of one another; neither party is an agent, partner, or joint venturer of the other. This Agreement binds the parties and their successors, personal representatives, and permitted assigns. You may not assign this Agreement to any person whose account has been terminated by TwoHearts or who is prohibited from registering; any such assignment will be void. Except as expressly stated herein, nothing in this Agreement confers any right on any third party.

Entire Agreement: This Agreement constitutes the entire understanding of the parties and supersedes all prior understandings regarding the subject matter hereof and may not be modified except in accordance with Section 1 or in a document executed by authorized representatives of TwoHearts. If you have a signed agreement with TwoHearts, any conflicting term of that agreement will prevail over the terms hereof, but only as to the subject matter of that agreement. The English version of this Agreement shall control. For convenience, we may provide translated versions of this Agreement.

Addenda: This Agreement incorporates the following documents (and no others) by reference:

- Privacy policy [Included]
- Cookie policy [Not included in the legal service requested]
- Copyright policy [Not included in the legal service requested]
- Safety Tips [Included]