PRIVACY POLICY

UPDATED: JUNE 27, 2018

Certain information about you, including among others your Personal Data, is subject to MuxLab Inc. (here on MuxLab) Privacy Policy at http://muxlab.com/privacy-policy. By accessing this Service, you consent to the collection and use of information as described in our Privacy Policy, as may be amended by MuxLab from time to time, which constitute an inseparable part of this Agreement.

SUPPORT

If you have provided MuxLab with a valid email address, you may use that email address to contact us regarding any questions or errors you may have or encounter with the Service at info@muxlab.com. We will use our commercially reasonable efforts to answer your questions and correct such errors (where the errors are reproducible and caused by the Service) by email. The foregoing states our sole liability, and your sole right, with respect to questions and errors.

PROPRIETARY RIGHTS

MuxLab owns and reserve all right, title and interest in and to the Service and all and other items used to provide the Service, including without limitation the marks, trademarks, service marks, patents or other proprietary rights, both with respect to any content and as a collective work or compilation, pursuant to laws and international conventions. Other than the rights explicitly granted to you to use the Service in accordance with the terms, no title to or ownership of any proprietary rights related to the Service is transferred to you pursuant to these terms. Notwithstanding the foregoing, MuxLab makes no claim of ownership as to trademarks of any third party linked or displayed on the Service.

While MuxLab welcomes any feedback or comments from you, please note that any ideas, feedback or suggestions pertaining to our business will automatically upon submission become our property, without any compensation to you. While under no obligation to review such submissions or to keep such submissions confidential, we may use or redistribute any such submission and its contents for any purpose and in any way we deem necessary. To provide such feedback, please email us at: info@muxlab.com.

DISCLAIMERS OF ALL WARRANTIES

THE SERVICE IS PROVIDED ON A STRICT "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY

KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF ANY RIGHTS. Without limiting the foregoing, MuxLab makes no warranty whatsoever with respect to: (i) the Service meeting your requirements, or being uninterrupted, continuous, timely, secure, or error- or virus- free; (ii) whether your use of the Service will generate any results or consequences, nor in terms of the correctness, completeness, availability, accuracy, reliability or otherwise of such results or consequences; or (iii) that your use of the Service is lawful in any particular jurisdiction. YOUR USE OF THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY RESULTING CONSEQUENCES.

LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES SHALL MUXLAB BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INJURY, DEATH, ACT OF GOD, ACCIDENT, DELAY, DIRECT OR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF USE, COST OF COVER AND LOSS OF DATA (INCLUDING AUDIO AND/OR VIDEO), ARISING OUT OF OR IN CONNECTION WITH THE SERVICE, INCLUDING WITHOUT LIMITATION ANY (I) USE, OR THE INABILITY (FOR ANY REASON) TO USE, ANY PART OF THE SERVICE (INCLUDING WITHOUT LIMITATION INACCURACIES OR ERRORS OF INFORMATION OR ACTION AS A RESULT OF ACCESSING THE SERVICE), (II) ACTION OR INACTION IN CONNECTION WITH THIS AGREEMENT; IN EACH CASE, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, PRODUCT DEFECT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. All of the above limitations shall apply notwithstanding any failure of essential purpose of any limited remedy and are fundamental elements of the bargain between MuxLab and you. However, we will be liable to you for direct damages to you that arise out of any willful act on our part in an amount of up to USD $50.

LIMITATION OF CLAIMS

Any claim or cause of action arising out of or related to use of the Service or the Agreement must be filed within twelve (12) months after such claim or cause of action arose or be forever barred.

INDEMNIFICATION

YOU RELEASE, AND AGREE, AT YOUR OWN EXPENSE AND UPON OUR FIRST DEMAND, TO INDEMNIFY, DEFEND AND HOLD HARMLESS US, OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND AFFILIATES, FROM ALL LIABILITIES, CLAIMS, ALLEGED CLAIMS, LOSS AND DAMAGES (OF EVERY KIND, WHETHER KNOWN OR UNKNOWN AND SUSPECTED OR UNSUSPECTED), AND INCLUDING REASONABLE ATTORNEY'S FEES, RELATED IN ANY WAY TO: (I) YOUR USE OF, ACCESS TO OR RELIANCE ON THIS SERVICE, INCLUDING WITHOUT LIMITATION OUR ACTIONS OR OMISSIONS WHILE PROVIDING THE SERVICES (EXCEPT FOR OUR BREACH OF THE AGREEMENT AS A RESULT OF WILLFUL MISCONDUCT OR FRAUD ON OUR PART); (II) ANY BREACH OF, OR DEFAULT IN, THIS AGREEMENT BY YOU; (III) ANY DEFECTIVE, CONTAMINATED OR MALICIOUS DEVICE OR SOFTWARE, INCLUDING WITHOUT LIMITATION FILES, VIRUSES, WORMS OR TROJAN HORSES, INTENTIONALLY OR NEGLIGENTLY DISSEMINATED BY YOU OR ORIGINATING FROM YOUR EQUIPMENT OR NETWORK; AND (IV) ANY ACTIVITY RELATED TO YOUR ACCOUNT, BE IT BY YOU OR BY ANY OTHER PERSON ACCESSING YOUR ACCOUNT WITH OR WITHOUT YOUR CONSENT UNLESS SUCH ACTIVITY WAS CAUSED BY A WILLFUL ACT OR DEFAULT OF MUXLAB.

We will provide you with written notice of such claim, suit or action. You will not enter into any settlement or compromise of any such claim without our prior written consent. MuxLab reserves the right, in our sole discretion, to assume the exclusive defense and control of any matter subject to indemnification by you. In all events, you shall cooperate fully in the defense of any claim.

USING IOS COMPATIBLE DEVICE

You represents and undertakes as follows: (i) this Agreement is concluded between you and MuxLab, and not Apple Inc. ("**Apple**"); (ii) you will use our Service on any Apple-branded device that you own or control and as permitted by Apple Terms and Conditions set forth in the respective App Store Terms of Service, except that the Service may be accessed, acquired, and used by other accounts associated with you via Family Sharing or volume purchasing; (iii) Apple is not responsible for the Service or any content thereof; (iv) Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Service; (v) without derogating from the other terms of this Agreement, in the event of any failure of this Service to conform to any applicable warranty (if applicable), you may notify Apple, and Apple will refund the purchase price for the Service (if applicable) to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Service; (vi) any claims by you relating to the Service or your possession and/or use of the Service shall not, in any case, be addressed by Apple; (vii) in the event of any third party claim that the Service or your possession and use of the Service infringes a third party's intellectual property rights, Apple will not be in any way responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim; and (viii) Apple and Apple subsidiaries are third party beneficiaries of this Agreement and upon your

acceptance of this Agreement, Apple shall have the right (and will be deemed to have accepted the right) to enforce the Agreement against you as a third party beneficiary.

USING ANDROID COMPATIBLE DEVICE

You represents and undertakes as follows: (i) this Agreement is concluded between you and MuxLab, and not Google Inc. ("**Google**"); (ii) you will use our Service on any Google-branded device that you own or control and as permitted by Google Terms and Conditions set forth in the respective App Store Terms of Service, except that the Service may be accessed, acquired, and used by other accounts associated with you via Family Sharing or volume purchasing; (iii) Google is not responsible for the Service or any content thereof; (iv) Google has no obligation whatsoever to furnish any maintenance and support services with respect to the Service; (v) without derogating from the other terms of this Agreement, in the event of any failure of this Service to conform to any applicable warranty (if applicable), you may notify Google, and Google will refund the purchase price for the Service (if applicable) to you; to the maximum extent permitted by applicable law, Google will have no other warranty obligation whatsoever with respect to the Service; (vi) any claims by you relating to the Service or your possession and/or use of the Service shall not, in any case, be addressed by Google; (vii) in the event of any third party claim that the Service or your possession and use of the Service infringes a third party's intellectual property rights, Google will not be in any way responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim; and (viii) Google and Google subsidiaries are third party beneficiaries of this Agreement and upon your acceptance of this Agreement, Google shall have the right (and will be deemed to have accepted the right) to enforce the Agreement against you as a third party beneficiary.

GOVERNING LAW AND EXCLUSIVE COURTS

This Agreement (including the Privacy Policy) will be governed by laws of the Province of Quebec, Canada without regard to its choice of law or conflicts of law principles. The parties consent to the exclusive jurisdiction and venue in the courts in Montreal, Quebec Canada, except that temporary relief to enjoin infringement of intellectual property rights may be sought by MuxLab in any court.

GENERAL

This Agreement and our rules and policies as published in the Service comprise the entire agreement between you and us, state our entire liability and your exclusive remedy with respect to the Service, and supersede all prior agreements pertaining to this Agreement's and

such rules' and policies' subject matter. If any provision(s) of this Agreement is held to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the original provision and the other provisions remain in full force and effect. The section titles in this Agreement are solely used for convenience and have no legal or contractual significance. No provision of the Agreement shall be construed against us but rather shall be construed in a neutral and fair manner as terms entered into by a fully-informed party on a voluntary basis after opportunity to confer with advisors and legal counsel about the meaning and effects of the terms of this Agreement. No waiver of any term of this the Agreement shall be deemed a further or continuing waiver of such term or any other term, and any failure to assert any right or provision under the Agreement shall not constitute a waiver of such term. This Agreement, and any rights granted hereunder, may not be transferred or assigned by you, but may be assigned by Muxlab without any restriction.

CONTACTING US

If you have any concerns or questions about this Agreement, please contact us at info@muxlab.com.