

Terms of Use

These Terms of Use (the “Agreement”) is a legal agreement between you and Ansik Inc. (“Pitstop”) respecting your use of the Pitstop application and services as described herein and on Ansik’s website. BY USING THE APPLICATION AND/OR SERVICES, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. If you have any questions or concerns about the terms of this agreement, please contact us at info@getpistop.io

1. Definitions

- 1.1. “Services” has the meaning set forth in Section 2 below.
- 1.2. “Software” means the Pitstop application that a user can use on a supported mobile device in order to utilize the Services; the Software may be downloaded or accessed on the Internet.

2. The Services

- 2.1. What the Services are. Pitstop will provide users with the ability to obtain engine issue, recall notices, and service alerts relating to a car that is fitted with Pitstop’s proprietary device (the “Services”). The Services are provided subject to the terms and conditions of this Agreement and Pitstop’s Standard Terms and Condition respecting Pitstop’s proprietary device (available upon request), as may be changed from time to time in Pitstop’s sole discretion.
- 2.2. Information you must provide. In order to use the Services, you must:
 - (a) provide up-to-date, complete and accurate registration information;
 - (b) where you are obtaining Services subject to a fee, provide up-to-date, complete and accurate credit card information for a credit card that is valid and legally registered to you, or otherwise pay in full or guarantee payment for the Services; and
 - (c) be at all times in compliance with the terms and conditions of this Agreement and applicable law.

You specifically agree that Pitstop may rely on the accuracy of the information provided by you to Pitstop, and that Pitstop will have no liability whatsoever, whether to you or to any third party, for any claims or damages resulting from inaccurate information provided to Pitstop.

- 2.3. Discontinuing the Services. Pitstop reserves the right to change, suspend or discontinue the Services at any time, including the availability of any feature or content, account access, or any promotion offered by Pitstop. Pitstop may also impose limits on the Services and/or terminate or restrict your access to parts or all of the Services without notice or liability.
- 2.4. Third Party Information. Use of the Services will contain references to third parties, links to third party websites or documents, and incorporates information obtained from third parties, such as car diagnostic codes and recall notices. **ALL SUCH REFERENCES, LINKS AND INFORMATION ARE PROVIDED “AS IS”.** As such third party information is not under the control of Pitstop, Pitstop is not responsible or in any way liable for their contents, including without limitation their accuracy, reliability, timeliness, or legality. Under no circumstance will Pitstop be liable for any loss or damage caused by your reliance on information obtained through the Services, or provided by any third party. It is your responsibility to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content available through the Services, or obtained from a third party. You are also solely responsible for any acts or omissions respecting the information provided through the Services, such as booking your car for service following a notification.
- 2.5. Data Collection. **You acknowledge and agree that an integral part of the Services entails the collection of information and data respecting your use of the Services to enable Pitstop to better provide Services to you and to provide aggregate analytic information respecting users using the Services, including the frequency of occurrence of certain car**

problems and/or correlation of driving habits to car issues. Pitstop may provide such information and data to third parties in a de-identified form, subject to Pitstop's Privacy Policy.

2.6. Data Entered By You. You acknowledge and agree that Pitstop cannot guarantee data integrity or security, and that it is solely your responsibility to back up any of your information and data that you obtain or use in conjunction with the Services. You acknowledge and agree that Pitstop will exercise no control over your use of the Services, and that you are solely responsible for complying with the provisions of this Agreement and all applicable laws respecting your use of the Services. Notwithstanding the foregoing, Pitstop reserves the right to review any material stored in files or programs on its servers, and has the right to edit or remove any material that, in its sole discretion, believes may be unlawful, obscene, abusive, or otherwise objectionable and/or to report such material to the appropriate authorities. Pitstop reserves the right to revoke service for any abusive conduct or fraudulent use of the Services and to cease the Services, temporarily or permanently, in the event that your use of the Services or the provision of the Services constitutes, in Pitstop's reasonable judgment, a threat to Pitstop's or any third party's computer systems, networks, files, materials or other data.

3. Your Use of the Services

3.1. Restrictions and Parameters of Use. You agree that:

- (a) You will only use the Services in accordance with this Agreement and applicable law;
- (b) You will be solely responsible for all activities with respect to the Services undertaken by you;
- (c) You will not use the Services for any commercial purposes or for the benefit of any third party;
- (d) You represent and warrant that you have the right and the authority to enter into this Agreement and to use the Services, and will provide accurate information to Pitstop;
- (e) You will not in any way use the Services to transmit harassing, abusive, libelous, illegal or deceptive messages or information, or to commit or attempt to commit a crime or facilitate the commission of any crime or other illegal or tortious acts;
- (f) You will not alter, modify, delete, or otherwise interfere with or in any manner compromise the Services or Software or any content accessible through the Services;
- (g) You will cooperate with Pitstop and provide information requested by Pitstop to assist Pitstop and/or relevant authorities in investigating or determining whether there has been a breach of this Agreement or applicable law.

Without limiting the foregoing, you agree not to violate any applicable laws, the rights of others, or the operational and security mechanisms of the Services.

3.2. Permission to Use Your Submissions. You agree that any suggestions, bug reports or other communications respecting the functionality of the Services that you transmit to Pitstop by any means (each, a "Submission"), is considered non-confidential and may be disseminated or used by Pitstop or any third party without compensation or liability to you for any purpose whatsoever. By providing a Submission to Pitstop, whether for inclusion on the Services or otherwise, you represent and warrant that you have all necessary permissions to grant the licenses herein to Pitstop. You hereby grant Pitstop, its affiliates and successors a perpetual, worldwide, non-exclusive, royalty-free, sublicensable and transferable license to use, copy, distribute, transmit, modify, develop, prepare derivative works of any Submission on, through or in connection with the Services, including without limitation, for promoting, improving and developing the Services. This provision does not apply to personal information that is subject to Pitstop's Privacy Policy

3.3. Equipment. You are solely responsible for the selection, implementation, installation, maintenance and performance of any and all equipment, software and services used in conjunction with using the Services (except for Pitstop's computer systems and networks), including without limitation your computer(s), mobile device(s) and ISP.

4. The Software

- 4.1. License Grant. Pitstop hereby grants you a personal, non-exclusive, revocable, non-transferable license to use the Software in accordance with the terms of this Agreement, solely for the purposes of using the Services.
- 4.2. Restrictions on Software Use. You shall not:
- (a) copy, reproduce, modify, enhance, improve, alter, reverse engineer, disassemble, deconstruct, translate, decrypt, reverse compile or convert into human readable form the Software or any part thereof;
 - (b) distribute, assign, license, sublicense, lease, rent, transfer, sell or otherwise provide access to the Software, in whole or in part, to any third party on a temporary or permanent basis;
 - (c) remove, deface, cover or otherwise obscure any proprietary rights notice or identification on the Software (including without limitation any copyright notice);
 - (d) copy any written materials accompanying any portion of the Software unless specifically authorized in writing to do so by Pitstop; or
 - (e) use the Software in any way inconsistent with the use parameters for the Services;
- For the purposes of this provision “copy or reproduce” shall not include copying of statements and instructions of the Software during program execution when used in accordance with and for the purposes described in the user documentation or in the course of making backups of the computer or system on which the Software is installed, in accordance with industry standard business practices.
- 4.3. Compliance with Laws. You hereby represent and warrant that (i) you are not located in a country that is subject to a Canadian or U.S. Government embargo, or that has been designated by the Canadian or U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any Canadian or U.S. Government list of prohibited or restricted parties.

5. Fees for Services

- 5.1. Payment of Fees. You agree to pay all applicable fees in connection with the Services selected by you. You authorize Pitstop to automatically charge you for any and all fees incurred by you for Services.
- 5.2. Non-Payment. Where your credit card or other payment method is rejected for any reason, you will also be responsible for any fees and charges associated with such rejection. The foregoing shall not limit Pitstop’s ability to exercise any rights available to it in law or equity respecting the collection of any amounts payable hereunder, and you shall also be responsible for paying for all reasonable fees and costs incurred by Pitstop, including legal fees, in collecting any overdue amounts or enforcing any provision of this Agreement.

6. Privacy and Confidentiality

- 6.1. Personal Information. Your personal information will be handled in accordance with Pitstop’s Privacy Policy. To view Pitstop’s Privacy Policy, please visit the following link: www.getpitstop.io/privacypolicy Notwithstanding the foregoing, Pitstop reserves the right at all times to disclose any information as it deems necessary to satisfy any applicable law, regulation, legal process or governmental request.

7. Intellectual Property Rights

- 7.1. Ownership of Intellectual Property. You acknowledge that the Software is owned by Pitstop, who retains all right, title and interest therein, and is protected by Canadian, U.S. and international

copyright laws. You do not acquire any intellectual property or other proprietary rights under this Agreement, including without limitation any right, title or interest in and to patents, copyrights, trade-marks, industrial designs, confidential information, or trade secrets, whether registered or unregistered, relating to the Software, the Services, or any part thereof. Your only rights to the Software, the Services and any part thereof shall be those rights expressly licensed or granted to you under this Agreement. Any rights not expressly granted under this Agreement are reserved.

8. Disclaimer of Warranties

- 8.1. **No Warranty.** The Software and Services are provided to you "AS IS" without warranty or conditions of any kind, whether express or implied, including, but not limited to, the implied warranties or conditions of merchantability and fitness for a particular purpose, title, non-infringement, security or accuracy. Pitstop assumes no responsibility for any errors, omissions or inaccuracies whatsoever in the information provided through the Services or Software. Under no circumstances will Pitstop be liable for any loss or damage caused by your reliance on information obtained through use of the Services or the Software. It is your responsibility to evaluate the accuracy, completeness and usefulness of any information provided, and use of the Services and Software is solely at your own risk. Pitstop has no special relationship with or fiduciary duty to you, and you acknowledge that Pitstop has no control over, and no duty to take any action regarding any acts or omissions taken by you or any car dealer using the Services, including without limitation: (a) what material you access on or through the Services, or (b) how you may interpret or use materials accessed through the Services. **Pitstop makes no representations or warranties whatsoever concerning any information obtained through the Services, and Pitstop will not be responsible or liable for the accuracy, copyright compliance, or legality of any material contained in or accessed through the Services.** Some jurisdictions do not allow the exclusion of certain warranties, so the above limitations or exclusions may not apply to you.

9. Limitation of Liability

- 9.1. **Damages.** The only type of damages that can be recovered against Pitstop arising from or related to this Agreement including without limitation in relation to the provision of the Services, shall be your direct damages, if any, arising from Pitstop's gross negligence or wilful misconduct. Without limiting the foregoing, your only right with respect to any problems or dissatisfaction with the Software is to uninstall and cease use of such Software.
- 9.2. **No Liability.** Except for the limited direct damages specified above, to the maximum extent permitted by law, in no event shall Pitstop be liable for any damages whatsoever (including, without limitation, indirect, special, incidental, exemplary or consequential or punitive damages) whether or not such damages were foreseen or unforeseen including without limitation the use of or inability to use the software or services, even if Pitstop has been advised of the possibility of such damages.

10. Indemnification

- 10.1. **Your Responsibility for Claims.** You agree to indemnify, defend and hold harmless Pitstop, its parents, subsidiaries, affiliates, officers and employees, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of: (a) your access to the Services, the Software, and any content obtained by you through the Services or Software, (b) your use or misuse of the Services and/or Software, (c) any breach of this Agreement by you, or (d) your violation of any third-party rights or any applicable laws. Pitstop reserves the right, at your expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Pitstop, at your expense, in asserting any available defences.

11. Termination

- 11.1. Your Termination. You may terminate this Agreement at any time upon notice to Pitstop. Upon any termination of this Agreement for any reason (whether by you or by Pitstop), you must cease all use of the Services and Software and destroy and/or permanently delete all copies of the Software in your possession.
- 11.2. Pitstop's Termination. Pitstop reserves the right, in its sole and complete discretion, to revoke your authorization to use the Services at any time with or without cause, for any reason or no reason. Upon termination of your account, your right to use the Services and/or access any materials through the Services will immediately cease. Any fees paid by you are non-refundable. All restrictions contained in this Agreement shall survive the termination of your right to use the Services.
- 11.3. No Exclusive Remedy. The above-described actions are not Pitstop's exclusive remedies and Pitstop may take any other legal, equitable or technical action it deems appropriate in the circumstances. Pitstop will not be liable for any damage caused by the termination of this Agreement.

12. Third Party Application Stores and Servers

- 12.1. Third Party Application Store Terms and Conditions. If you have obtained the Software through a third party application store, such as Google Play Store, BlackBerry App World, Amazon Appstore or Apple iTunes or App Store (the "Third Party App Store"), you are subject to all terms and conditions imposed by such third parties in relation to your download of the Software and/or use of the Services, as applicable. **Such Third Party App Store may impose additional restrictions, or may have additional rights, in relation to your use of the Software or Services, such as removal of the Software from your mobile device; it is solely your responsibility to ensure that you are aware of the terms and conditions imposed by the Third Party App Store from which you downloaded the Software, and to comply with such terms and conditions.** To the limited extent that this Agreement is less restrictive than the usage rules or terms and conditions for software downloaded from a Third Party App Store, or is in direct conflict with, the Third Party App Store terms of service or like agreement as they relate to your obligations to the Third Party App Store and Pitstop, the usage rules of the Third Party App Store shall apply.
- 12.2. Third Party Liability. Although the Software is being made available to you through Third Party App Stores, You acknowledge that this Agreement is concluded solely between you and Pitstop, and not with the Third Party App Store, and the Third Party App Store shall have no responsibility whatsoever respecting the Services, Software and the content thereof (including without limitation in relation to the sale, distribution or use thereof, or the performance or non-performance thereof).
- 12.3. Third Party Beneficiaries. Each Third Party App Store from whom you have downloaded the Software is a third party beneficiary of this Agreement, and, upon your acceptance of the terms and conditions of this Agreement, such Third Party App Store will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof. With respect to BlackBerry App World, such third party beneficiaries shall also include airtime service providers (which for clarity includes telecommunications carriers), and any MoR (as defined in the BlackBerry App World™ Vendor Agreement) making the Software available through its Kiosk.

13. General Provisions

- 13.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties. There are no provisions, representations, undertakings, agreements, or collateral agreements between the parties other than as set out in this Agreement.
- 13.2. Governing Law. This Agreement is governed by the laws of the Province of Ontario, Canada, without regard to conflict of laws provisions, and you agree to submit to the exclusive jurisdiction of the courts located in the Province of Ontario, Canada. The parties expressly agree that neither the United Nations Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act shall apply to this Agreement or to any contracts relating to goods or services obtained through this site.
- 13.3. Severability. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement shall continue in full force and effect.
- 13.4. English Language. It is the express will of the parties that this Agreement and all related documents have been drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.
- 13.5. Age Restriction. If you are residing in a jurisdiction which restricts the use of internet-based applications according to age, or which restricts the ability to enter into agreements such as this Agreement according to age and you are under such a jurisdiction and under such age limit, you may not enter into this Agreement and download, install or use the Software. Furthermore, if you are residing in a jurisdiction where it is forbidden by law to use Software or Services of this type, you may not enter into this Agreement and you may not download, install or use the Software. By entering into this Agreement you explicitly state that you have verified in your own jurisdiction if your use of the Software and Services is allowed.
- 13.6. Electronic Agreement. You acknowledge and agree that by clicking on the "I AGREE" button (or similar buttons or links as may be designated by Pitstop to show your acceptance of this Agreement and/or your agreement to download, install or otherwise access and use the Software), you are entering into a legally binding contract. You hereby agree to the use of electronic communication in order to enter into contracts and create other records and to the electronic delivery of notices, policies and records of transactions initiated or completed through the Software. Furthermore, you hereby waive any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

14. Contact

- 14.1. If you have any questions regarding this Agreement, or if you have any questions, complaints, claims or other legal concerns relating to Pitstop or its business, please contact Pitstop at:

info@getpitstop.io