

TERMS AND CONDITIONS

GotPlans User Agreement - Canada Only

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A. Introduction and Key Terms

1. THIS AGREEMENT AND THESE TERMS AND CONDITIONS

1.1 This Agreement is between M.O.K. Technology Inc. (“GotPlans”) and you (“User”, “you”, “your”). Whether you are using the GotPlans Services to purchase Tickets (“Buyer”) or sell Tickets (“Seller”), this Agreement governs your access to and use of the GotPlans Services.

1.2 Capitalized words in these Terms and Conditions shall have the special meaning attributed to them as set out in paragraph 16.

1.3 Please note:

- a) GotPlans does not routinely screen the content of any Listing or its suitability for individual Users;
- b) GotPlans does not own or set the Sale Price of any Tickets;

- c) GotPlans does not endorse any Users or any Listings and reserves the right to remove a Listing it deems inappropriate from the GotPlans app (“App”) at any time and for any reason;
- d) GotPlans does not confirm the identity or suitability of Users; Users interact with and contact one another at their own risk;
- e) GotPlans is not an event organiser;
- f) GotPlans provides an online platform to facilitate the sale and purchase of Tickets; and
- g) GotPlans is not party to the agreement between a Buyer and Seller for the sale and purchase of Tickets using the GotPlans Services. Therefore, GotPlans is not responsible for the Listing, the Event or the Ticket(s) purchased. Delivery of Tickets is the Seller’s responsibility and GotPlans is unable to guarantee that Sellers will complete Transactions in every single case.

1.4 Legally Binding Agreement: This Agreement is a legally binding contract and you should read the following terms and conditions, the Gotplans Terms of Use and Privacy Policy carefully before you use the GotPlans Services. By using the GotPlans Services, you acknowledge that you have read, understood and agree to be bound by the terms and conditions of this Agreement. If you don’t agree with this Agreement, or cannot comply with it, then you must not use the GotPlans Services.

1.5 Changes to this Agreement: We may make changes to

these Terms at any time. Any changes we make will be effective immediately when we post a revised version of these Terms on the App. Your continued use of the GotPlans Services will constitute your acceptance of the new Agreement so please make sure you read any such notification carefully. If you do not agree with the terms of this Agreement or any revised version of this Agreement, you must immediately stop using the GotPlans Services, including removing any Listings that you have posted.

- 1.6 About GotPlans: M.O.K. Technology Inc. is a company registered in British Columbia, Canada.
- 1.7 Contacting GotPlans: If you have any questions or want any further information regarding this Agreement, please contact info@GotPlans.ca.
- 1.8 Contacting You: If we need to contact you, we will do so using the telephone number or email address that you have provided with your Account.
- 1.9 While some of the events listed on the App may appeal to children, the App is not targeted at children or teenagers under the age of 18, and they are not permitted to use the App. We strongly encourage all parents and guardians to monitor the Internet use by their children. If you use the App, you affirm you are at least 18 years old.

B. Registration, Your Account and User Content

2. REGISTRATION

2.1 Registration: In order to set up a Listing or buy Tickets using the GotPlans Services you must:

- a) be at least 18 years old, or the legal age of majority in the country where you reside, and able to enter into legally binding contracts; and
- b) set up a password-protected Account providing your correct full name (or business name, if you are a business) and email address (all your details must be kept up to date at all times), further details can be added at a later date if desired. Your account username may not include the name of another person with the intent to impersonate that person, or be offensive, vulgar or obscene.

2.2 You can also register to join by logging into your account via a Third-Party Social Media Site if the function is available on the App. Please note that by connecting to the App and the GotPlans Services using a Third-Party Social Media Site, you are giving GotPlans permission to (i) access and use your information from that service as permitted by that service; and (ii) to store your authorisation access to that Third-Party Social Media Site.

3. YOUR ACCOUNT

3.1 Password: You are solely responsible for maintaining the security of your password and for all activity that occurs on your Account. You shall not permit anyone other than you to use your Account. You may not transfer or sell access to your account. We will not be liable for any harm related to disclosure of your

username or password or the use by anyone else of your username or password. You may not use another user's account without that user's permission. You will immediately notify us in writing if you discover any unauthorized use of your account or other account-related security breach. We may require you to change your username and/or password if we believe your account is no longer secure or if we receive a complaint that your username violates someone else's rights. You will have no ownership in your account or your username. We may refuse registration, cancel an account or deny access to the App for any reason.

- 3.2 Companies: If you are accepting this Agreement on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity (and “you” refers and applies to that company or other legal entity).
- 3.3 Financial Checks: You permit GotPlans and/or a third-party contractor to carry out financial checks for the purposes of verifying your financial status (which does not include a credit check but does include a fraud check) and you agree that GotPlans may pass your Account and payment card details to such third-party contractor to carry out such checks.
- 3.4 Privacy Policy: Please refer to the GotPlans Privacy Policy for more details on how we use and protect your GotPlans Account Information.
- 3.5 International: Your Account can be used to access and use the GotPlans Services on the App and any

international platform operated by GotPlans and/or to purchase tickets to Events taking place in various countries. However, please be aware that buying and selling Tickets for Events in such countries may be subject to different laws, rules, regulations and a different Privacy Policy.

4. USER CONTENT

4.1 User Content: We may, in our sole discretion, permit Users to post, upload, publish, submit or transmit profile information, comments, questions, Feedback, images and other content or information (“User Content”). User Content shall include all information posted, transmitted or otherwise made available by Users on the GotPlans Services in connection with the creation or booking of Listings.

4.2 User Content Warranties: In relation to your User Content, you represent and warrant that:

- a) you have the written consent of each and every identifiable natural person in the User Content to use such person’s name or likeness in the manner contemplated by the GotPlans Services and this Agreement, and each such person has released you from any liability that may arise in relation to such use;
- b) you have the written consent of the photographer or other owner of any images included in your User Content to use such pictures in the manner contemplated by the GotPlans Services and this Agreement;

- c) GotPlans's use your User Content as contemplated by this Agreement and the GotPlans Services will not breach any law or infringe any rights of any third party, including but not limited to any intellectual property rights and privacy rights;
- d) your User Content is not unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful or racially, ethnically or otherwise objectionable;
- e) GotPlans may exercise the rights to your User Content granted under this Agreement without liability for payment of any fees or royalties payable under any collective bargaining agreement or otherwise; and
- f) to the best of your knowledge, all your User Content and any other information that you provide to us is truthful and accurate.

4.3 User Content Licence Grant: By posting any User Content on the GotPlans Services, you expressly grant, and you represent and warrant that you have all rights, power and authority necessary to grant, to GotPlans a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide licence to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness, and any third party name, voice, and/or likeness, as

contained in your User Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the GotPlans Services and GotPlans's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the GotPlans Services (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each User of the GotPlans Services a non-exclusive licence to access your User Content through the GotPlans Services, and to use, reproduce, distribute, display and perform such User Content as permitted through the functionality of the GotPlans Services and under this Agreement.

4.4 GotPlans and User Content: GotPlans takes no responsibility and assumes no liability for any User Content that you or any other User or third party posts or sends using the GotPlans Services. You shall be solely responsible for your User Content and the consequences of posting or publishing it, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose, and you agree that GotPlans shall not be liable for any damages you incur (or allege to incur) as a result of User Content.

4.5 For U.S. Residents: Under the Digital Millennium

Copyright Act of 1998 (the “DMCA”) if you believe in good faith that any content on the App infringes your copyright, you may send us a notice requesting that the content be removed. The notice must include: (a) your (or your agent's) physical or electronic signature; (b) identification of the copyrighted work on our App that is claimed to have been infringed (or a representative list if multiple copyrighted works are included in one notification); (c) identification of the content that is claimed to be infringing or the subject of infringing activity, including information reasonably sufficient to allow us to locate the content on the App; (d) your name, address, telephone number and email address (if available); (e) a statement that you have a good faith belief that use of the content in the manner complained of is not authorized by you or your agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that you or your agent is authorized to act on behalf of the copyright owner. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, you may send us a counter-notice. You may read more information about the DMCA at <http://www.loc.gov/copyright>. Notices and counter-notices should be sent to copyrightofficer@livenation.com. There can be penalties for false claims under the DMCA. We suggest that you consult your legal advisor before filing a notice or counter-notice. It is our policy to terminate, in appropriate circumstances, the access

rights to the App of repeat infringers.

C. Terms and Conditions – Listing and Selling Tickets

5. CREATING A LISTING

5.1 Listing Responsibility of Seller: By creating a Listing using the GotPlans Services, Sellers are offering to sell or distribute, for the Sale Price, where applicable, Ticket(s) for Buyers to attend an Event. It is the Seller's responsibility to make any Event or Ticket restrictions clear to the Buyer and the Seller is solely responsible for all the Listings that they post on the App. Any changes to Listings, Events and Tickets must be made clear to Users and Buyers as soon as possible.

5.2 Listing Representation: A Listing is a legal representation made by the Seller about the details relevant to the Ticket and Event, and their accuracy.

5.3 Service Charge Preference: If the Service Charge is applicable, it is included in the Sale Price and paid by the Seller.

5.4 Listing Description: The Seller must provide all the Event information in the Listing, including:

- a) the location of the Event;
- b) the name of the Event and performer(s) (if relevant);
- c) the date of the Event;
- d) the address of the Venue;
- e) the type of Ticket (e.g. seated, standing, timed entry, etc.).

entity, etc.),

- f) the Sale Price of each Ticket;
- g) whether or not a portion of the Sale Price will be donated to a particular cause or charity and the relevant associated details;
- h) the refund policy, if any;
- i) any additional information, special rules or requirements which apply to the Event and/or the Tickets (e.g., age restrictions, accessibility restrictions, restricted view, family section, alcohol restrictions, etc.);
- j) any details about the Buyer that the Seller will be collecting during the Transaction process and details as to how such data will be processed, including any Buyer User Data to be collected; and
- k) any other significant information relating to the Event and/or Ticket(s) that may reasonably affect a Buyer's decision about whether to purchase or apply for a Ticket or not, including any information required by law. In British Columbia and any other jurisdiction where required by law, this must include a description of any other distribution methods or sales channels for the Tickets to the Event that you will make available for sale, including any sale that will occur before tickets are made available for sale to the general public (e.g. pre-sales).

5.5 Compliance: When creating a Listing, the Seller must comply with all applicable laws and regulations and the terms of this Agreement. Sellers trading as a business

terms of the Agreement. Sellers trading as a business are responsible for complying with all applicable laws and regulations in relation to their obligations as a “trader”. GotPlans assumes no responsibility for a Seller’s compliance with applicable laws, rules or regulations.

5.6 Seller Warranties: The Seller represents and warrants to and for the benefit of GotPlans, that any Listings that he/she creates:

- a) relate only to Tickets and Events over which that Seller has control, either directly or indirectly, and for which the Seller is permitted to sell or distribute Tickets, and that the Seller is in possession of the Tickets at the time of the Listing;
- b) include accurate and transparent Ticket prices and information relating to all additional charges which will be incurred by Buyers;
- c) if booked, will be honoured, unless otherwise agreed with the Buyer;
- d) do not infringe any third party rights (including intellectual property rights);
- e) are not being listed by the Seller serving in the capacity of a broker, rental agent or listing agent for a third party;
- f) do not comprise of the same or substantially the same content as any other Listings on the App and are not published on any other website;
- g) do not in any way contain fraudulent or inaccurate or misleading information; Please note: selling stolen or counterfeit property is a crime and

selling stolen or counterfeit property is a crime and GotPlans will report such activity to the relevant authorities and permanently ban anyone found selling stolen or counterfeit property from using the GotPlans Services.

- h) are not defamatory, abusive, threatening or obscene;
- i) are not unethical or discriminatory on the basis of age, gender, race, marital status, nationality or cultural, religious or personal beliefs, disability, sexual orientation, political opinion or otherwise;
- j) do not attempt to solicit any Users to use a third party service that competes with the GotPlans Services;
- k) do not breach any applicable law or regulation, including those associated with making charity donations;
- l) do not contain any virus or other programme that interferes with or seeks to interfere with any computer system or data;
- m) cannot be construed to be associated with any terrorist organisations; and
- n) do not contain political campaigning, commercial solicitation, chain letters, mass mailings or any form of "spam".

5.7 VAT: The Seller is responsible for ensuring that the Sale Price includes all taxes required on Listings, including VAT. If in doubt, the Seller should seek the advice of a tax expert to determine which taxes need to be collected from the Buyer

be collected from the Buyer.

5.8 Insurance: The Seller is solely responsible for any insurance that may be required in relation to the Listing and the Event.

5.9 Event Cancellation or Alteration: If an Event is cancelled, re-scheduled or amended in any way, this must be dealt with by the Seller and communicated clearly to Buyers. The Listing must be updated by the Seller and if it is not, we reserve the right to remove the Listing from the GotPlans Services.

5.10 No GotPlans Guarantee: GotPlans does not guarantee that Listings made via the GotPlans Services will be published and active within a certain time of the Seller posting a Listing or that it will appear in a particular order in search results or that the Ticket(s) will sell. If a Ticket does not sell, GotPlans accepts no responsibility.

6. SALE OF TICKETS

Payment Processing: GotPlans uses Stripe Payment as the Third-Party Method to process all payments. For more information and terms about Stripe, please visit the [Stripe Website](#).

6.2 Sale Contract and Order Confirmation: When a Buyer completes the sales process by entering their payment details and clicking on “pay now” for paid for Events, the parties shall become contractually bound to one another to complete the Transaction. An Order Confirmation will be generated and sent to the Buyer once the Buyer completed the payment process.

6.3 Disputed Events: If a Buyer disputes any element of an Event or a Transaction Value, such dispute shall be between the Buyer and the Seller and GotPlans shall have no involvement.

7. GotPlans PAYMENTS

7.1 Payment to Sellers: Provided that the Event has taken place, and no dispute has arisen in connection with the Transaction, GotPlans shall pay the proceeds due to the bank account assigned by the Seller by the end of the month during the Beta Version. GotPlans reserves the right to cancel Transactions and issue refunds to Buyers where, in its reasonable opinion, a Buyer is legally entitled to a refund for any reason, in which case no payment shall become due to the Seller.

7.2 Payment Details: Sellers are responsible for providing GotPlans with accurate bank account information associated with their Account and keeping this up to date at all times.

- 7.3 Account Balance: Sellers will be notified by email once funds are available for withdrawal. GotPlans shall remit the withdrawal request to the Seller within a commercially reasonable time of such request.
- 7.4 Payments: In some circumstances, payment shall only be made if the amount due to the Seller totals at least \$10 or its international equivalent (“Threshold Amount”). Unpaid amounts of less than the Threshold Amount will be carried over indefinitely until the amount accrued is the Threshold Amount or above. If Sellers wish to have their balance remitted in a given month in which the amount due to them is less than the Threshold Amount, the Seller should contact GotPlans at info@GotPlans.com with such request.
- 7.5 Withholding Payment: GotPlans reserves the right to withhold payment to a Seller or charge back to the Seller’s account any amounts otherwise due to GotPlans under this Agreement, or any amounts due as a result of a breach of this Agreement, pending GotPlans’s reasonable investigation of such breach, in its sole discretion. GotPlans reserves the right to freeze any payments due to Sellers for up to 6 months if it, in its sole discretion, believes that charges may be disputed by Buyers or the Seller, Event, Listing and/or Tickets appear to be fraudulent.
- 7.6 Disputed Payments: If a Seller disputes any payment made or owed by GotPlans, the Seller must notify GotPlans in writing within 30 days of any such payment being paid or becoming due. Failure to notify GotPlans

within the required time frame shall result in a waiver by the Seller of any claim relating to any such disputed payment.

7.7 Refunds: If a Seller grants a Buyer a refund but has insufficient funds in their GotPlans account to cover the refund amount, the Seller's account will go into the negative and GotPlans shall pursue the Seller for all monies owed. The Seller will be charged the transaction fees and the Service Charge, which shall be retained by GotPlans. If a Buyer's request of cancelling and refunding the Transaction Value is granted, the Buyer is responsible for paying any transaction fees and the Service Charge, which shall be retained by GotPlans.

8. PAYMENTS

8.1 Applicable Taxes: Sellers agree to pay all applicable taxes or charges imposed by any government entity in connection with their Listings and associated Transactions.

8.2 Chargebacks: Any credit card chargebacks or other transaction reversals initiated against GotPlans or its affiliates for any reason (except to the extent they are caused solely by GotPlans's negligence or wilful misconduct) with respect to a Seller's Listing and all related credit card association, payment processing and other fees and expenses incurred by GotPlans or its affiliates in connection with such chargebacks shall ultimately be the responsibility of the Seller and the Seller agrees to promptly and fully reimburse GotPlans for such amounts on demand. GotPlans reserves the right to withhold at least 10% of a Seller's proceeds, in its sole discretion, to cover the cost of any such chargebacks that may arise.

8.3 Cancellation and Refunds: The cancellation and refund policy for a Ticket is at the Seller's discretion and will be set out in the Listing description. If no such policy is set out by the Seller, Buyers may cancel a booking and receive a refund of the Sale Price, if requested, 24 hours or more before the start time of the Event.

9. USE AND COLLECTION OF DATA BY SELLERS

9.1 GotPlans Account Information: The Seller may be given access to Buyers' GotPlans Account Information where necessary to fulfil Tickets. GotPlans does not provide any warranties as to the accuracy, relevance or fitness

for any particular purpose in relation to the GotPlans Account Information. The Seller is the Data Controller (as defined in EU Data Protection Legislation) in respect of the GotPlans Account Information of Buyers, from the point at which it is passed and/or made available to the Seller and the Seller must comply with Data Protection Legislation when processing GotPlans Account Information of Buyers. Where GotPlans Account Information of Buyers is made available, it is confidential and must only be disclosed to authorised persons using appropriate security measures. The Seller must keep Buyers' GotPlans Account Information secure and must take reasonable steps to protect it from misuse, loss and from unauthorised access, modification or disclosure.

9.2 Buyer User Data: The Seller is the Data Controller of all Buyer User Data and must comply with Data Protection Legislation when processing Buyer User Data including, but not limited to, providing Buyers with information about how their data will be used, and collecting appropriate permission from Buyers for any uses made of their User Data. The Seller must keep Buyer User Data secure and must take reasonable steps to protect it from misuse, loss and from unauthorised access, modification or disclosure. GotPlans has no control over or input into Buyer User Data, nor does it have responsibility for or ownership of any Buyer User Data collected and solely acts as a processor in relation to the same. Notwithstanding this, GotPlans will take

appropriate measures to protect Buyer User Data, when held within the GotPlans Services, from loss, misuse and unauthorised access, disclosure, alteration and destruction, taking into account the risks involved in the processing and the nature of the Buyer User Data. GotPlans will only process Buyer User Data on the instructions of the Seller.

9.3 Prohibited Data Classes: Sellers must not use the GotPlans Services to collect the following types of data: payment card or bank details, details of racial or ethnic origin, political opinions, details of religious beliefs, trade union membership details, physical or mental health information, details of sexual life, details of the commission or alleged commission of any offence, and personal data of or other information relating to children under the age of 18. If the Seller collects such information, GotPlans is entitled, in its sole discretion, to terminate the Agreement for material breach in accordance with paragraph 16 of this Agreement.

10. ENFORCEMENT ACTION AGAINST SELLERS

10.1 Cancellation: GotPlans reserves the right to cancel a Listing and/or a Transaction and/or a Seller's Account in its sole discretion, for any reason and at any time.

D. Terms and Conditions – Buying Tickets

11. PRICE AND PAYMENT

11.1 Sale Price: The Seller sets the Sale Price of the Ticket and can change the Sale Price at any time prior to a Transaction taking place.

Transaction taking place.

- 11.2 Fees/Charges: When a Buyer selects one or more Tickets for purchase, any additional charges and/or fees associated with the Ticket and Transaction shall be made clear by the Seller, which shall include:
- a) the Sale Price;
 - b) the Service Charge (if applicable); and
 - c) any other charges included by the Seller.
- 11.3 Check Your Order: As a Buyer, you must ensure that you have read the full Listing details and are happy with your Ticket selection prior to purchase. GotPlans will not rectify any issues that arise and Sellers will only do so in their sole discretion.
- 11.4 Payment Information: The Buyer warrants and represents that s/he is authorised to use the selected payment method and that the billing information provided is complete, up to date and accurate.
- 11.5 Approval Settings: Some Listings may require the Seller's approval prior to the Buyer being able to purchase Tickets. Such Listings shall specify the timeframes within which approval must be given by the Seller. If no approval is granted within such timeframes, your order will be cancelled and payment will not be taken.
- 11.6 Order Confirmation: Upon Buyers completing their purchase, by entering their payment details, where necessary, and clicking "pay now" for paid for Events or "register" for free Events, an Order Confirmation shall automatically be issued to the Buyer, which is the point at which the Buyer and Seller enter into a binding

at which the Buyer and Seller enter into a binding agreement.

- 11.7 **Payment:** Once the Buyer receives the Order Confirmation, depending on which Payment Processing Method the Seller has selected, the Buyer agrees that GotPlans and Stripe Payment, acting on behalf of the Seller, may debit or authorise the amount of the Transaction Value from the method of payment provided by the Buyer. If applicable, the Service Charge is non-refundable and, unless otherwise agreed by the Seller, no refunds or credits will be provided once the Buyer has been charged.
- 11.8 **Other Ticket Terms and Conditions:** All Tickets purchased by the Buyer are subject to the Ticket, Event and Venue terms and conditions, and all applicable laws and regulations including any restrictions on reselling or transferring Tickets. including any restrictions on reselling or transferring Tickets.
- 11.9 **After-Sales Queries:** If the Buyer has any questions or concerns following the purchase of a Ticket, the Buyer should contact the Seller directly and should not contact or attempt to contact GotPlans.
- 11.10 **Donations:** Sellers may pledge to donate a portion of the Sale Price to a particular cause or charity. GotPlans does not control or accept any responsibility or liability for any donations pledged by the Seller. GotPlans does not investigate or otherwise ensure the factual accuracy of any donation claims made by Sellers in Listings.
- 11.11 **Foreign Currency:** GotPlans does not provide a feature through which Users may view fees for various Listings

through which Users may view fees for various Listings in foreign currencies. You understand and agree at the time you request a booking you will be notified of the currency in which you will be charged together with the corresponding Transaction Value. The value is payable in the currency specified at the time of checkout.

12. CANCELLATION AND REFUNDS

12.1 Cancellation: The cancellation and refund policy for a Ticket is at the Seller's discretion and will be set out in the Listing description. If no such policy is set out by the Seller, Buyers may cancel a booking and receive a refund of the Sale Price, if requested, 24 hours or more before the start time of the Event.

12.2 Refunds: If a Buyer cancels a booking within the timeframe set out by the Seller, if any, the Buyer may be refunded the Sale Price for such booking within a commercially reasonable amount of time, typically one week after a refund is agreed upon. Service Charges, if applicable to the Buyer, are non-refundable.

12.3 Refund via GotPlans: If a Seller grants a Buyer a refund and GotPlans Payments has been selected by the Seller, GotPlans will refund the Sale Price paid by the Buyer for such booking via Stripe within a commercially reasonable amount of time, typically one week after a refund is agreed upon.

12.4 Disputes: If a Seller fails to fulfil its obligations in relation to a Transaction, subject to the refund options a Seller has set out in the Listing, Buyers will have 48 hours from the start time of the Event to request a refund. If a Buyer requests a refund within this

refund. If a Buyer requests a refund within this timeframe, GotPlans will promptly notify the Seller. The Seller will have 48 hours to rebut such dispute, resulting in one of two scenarios: (i) if the Seller does not rebut such dispute, a full refund of the Sale Price will be given to the Buyer by the Seller; or (ii) if the Seller does rebut such dispute, the two parties must contact one another to resolve the dispute and submit the confirmation of the resolution to GotPlans within 30 days. If no confirmation of resolution is received by GotPlans within 30 days, GotPlans will resolve the dispute in its sole and absolute discretion, which may include a decision to refund the Buyer and pursue the Seller for the refunded amount. It is the Seller's responsibility to provide proof that a Buyer was in attendance at an Event.

13. ENFORCEMENT ACTION AGAINST BUYERS

13.1 Cancelling Transactions: GotPlans reserves the right to cancel a Buyer's Transaction in any of the following circumstances if:

- a) GotPlans suspects any fraudulent, illegal or unethical activity relating to one or more Transactions; and/or
- b) GotPlans suspects any unauthorised use of a Buyer's Account and/or of the GotPlans Services; and/or
- c) a breach of the terms of this Agreement occurs.

E. General Terms and Conditions

14. DEFINITIONS AND INTERPRETATION

14.1 In this Agreement:

- a) “Account” means the account set up by you to use the GotPlans Services.
- b) “Agreement” means these terms and conditions, the Term of User, the GotPlans Privacy Policy, and any other instructions or terms and conditions made available to you.
- c) “Buyer User Data” means the data collected pursuant to the bespoke questions, if any, that a Seller is able to include in a Listing in order to collect personal data from Buyers during the checkout process, as well as personal data the Buyer is able to upload into the GotPlans Services.
- d) “Data Protection Legislation” means all data and privacy laws, rules and regulations to the extent applicable from time to time, including without limitation the following legislation (“EU Data Protection Legislation”): (a) national laws implementing the Data Protection Directive (95/46/EC) and the Directive on Privacy and Electronic Communications (2002/58/EC); and (b) any other applicable national privacy law.
- e) “Event” means any event or ticketed activity detailed in a Listing for which Tickets may be issued, bought or sold via the GotPlans Services.
- f) “Feedback” means feedback, comments and suggestions for improvements to the GotPlans

Services posted by Users.

- g) “Force Majeure” means any cause beyond GotPlans’s control including without limitation, acts of God, war, insurrection, riot, civil disturbances, acts of terrorism, fire, explosion, flood, epidemic, theft of essential equipment, malicious damage, strike, lock out, weather, third party injunction, national defence requirements, acts or regulations of national or local governments.
- h) “Listing” means the Event and Ticket listing(s) created by a Seller, for which Tickets are available for sale or distribution and which includes the digital content created for that Event.
- i) “Order Confirmation” means the written notice confirming a Transaction, issued to the Buyer automatically once the booking process has been completed, at which point a legally binding agreement in respect of the Transaction between that Buyer and that Seller is formed.
- j) “Payment Processing Method” means one of the two methods of payment processing, either GotPlans Payments or Stripe Payments, when selling Tickets using the GotPlans Services. The default option is set to GotPlans Payments and Sellers can choose to integrate Stripe Payments into their Account to manage their own payment process.
- k) “Sale Price” means the price at which a Seller offers a Ticket for sale using the GotPlans

Services, which can be nil (i.e. some Events may be free) and which includes any and all additional costs and charges which may be set by the Seller.

- l) “Service Charge” means the service charge payable to GotPlans for the provision of the GotPlans Services, which at the Seller’s election may either be charged to the Seller (in which case such amount will be collected by GotPlans prior to settlement of sales proceeds) or charged to the Buyer (in which case such amount will show in the subtotal on the checkout page and will be paid by the Buyer on top of the Sale Price as part of the total Transaction Value) for providing the platform, which is inclusive of VAT at the then-current rate.
- m) “Stripe Payments” means the integration of Stripe by a Seller to process payments made by a Buyer; payments shall be made directly to the Seller and all queries and disputes which relate to Stripe Payments shall be governed by [Stripe](#).
- n) “Third-Party Social Media Site” means third party websites and applications that enable users to create and share content or to participate in social networking, including, but not limited to, Facebook, Twitter and Google Chrome.
- o) “Ticket(s)” means an electronic ticket or other type of evidence of the right to occupy space at or to attend an Event.
- p) “Transaction” means a transaction undertaken via the GotPlans Services where the Buyer agrees to

buy and the Seller agrees to sell one or more Tickets at the listed Sale Price(s).

- q) “Transaction Value” means the total amount payable by a Buyer pursuant to a Transaction, which includes all the costs and fees set out in paragraph 11.2.
- r) “GotPlans Account Information” means the personal data you upload when registering your Account.
- s) “GotPlans Payments” means the Payment Processing Method option which requires no set up by the Seller and through which the Transaction Value gets paid to GotPlans who will remit the net Sale Price amount(s) to the Seller 48 hours after the end of the Event, subject to the terms of this Agreement.
- t) “GotPlans Services” means all of GotPlans’s online services, including but not limited to the software application available for download to a smartphone and all mobile services, any software provided and any related tools and services provided by GotPlans.
- u) “Venue” means any site, facility or location where an Event is held.
- v) “App” means any software application run or provided by GotPlans available for download to a smartphone.

14.2 Interpretation: The terms “including”, “include”, “for example” or any similar expression shall be construed

as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

14.3 Headings: The headings used in this Agreement are for reference purposes only and do not affect its interpretation.

15. AGREEMENT TERM AND TERMINATION

15.1 Commencement and Term: This Agreement shall commence on the date that you register an Account with GotPlans and shall continue indefinitely subject to earlier termination by either you or GotPlans.

15.2 Termination by GotPlans: GotPlans may terminate this Agreement if:

- a) any abusive or threatening behaviour is reported to GotPlans as being carried out by you or via your Account;
- b) GotPlans suspects any unauthorised use of your Account and/or the GotPlans Services;
- c) GotPlans suspects any fraudulent activity or other illegal activity relating to your Account;
- d) you otherwise breach the terms of this Agreement;
- e) GotPlans is ordered to do so by any legal or regulatory authority;
- f) you are an individual, and you are unable to pay your debts as they fall due or are declared bankrupt or if you are a company and you become subject to an administration order or make a voluntary arrangement or composition with your creditors, or an encumbrancer takes possession of

or a receiver is appointed over your property or assets, or the company is wound up or ceases or threatens to cease to carry on business except for the purposes of reconstruction; and/or

g) GotPlans provides you with 30 days' written notice of termination, at GotPlans's election.

15.3 Termination by You: You may cancel your Account at any time via the [Cancel Account](#) feature or by sending an email to support@GotPlans.com. If you are a Seller, before cancelling your account, you must cancel any Tickets you have sold for Events that have not taken place, notify Buyers and refund the Buyers, if you are using Stripe Payments, or instruct GotPlans to refund Buyers, if using GotPlans Payments. Please note that if your Account is cancelled, GotPlans does not have an obligation to delete or return to you any User Content you have posted to the GotPlans Services.

15.4 Consequences of Termination: Termination of this Agreement shall not affect either your or GotPlans's rights and liabilities accrued prior to and including the date of termination and/or any terms intended expressly or by implication to survive termination.

16. LICENSES

16.1 User Licence: Subject to your compliance with this Agreement, GotPlans grants you a limited, non-exclusive, non-transferable licence, to access and view content via the GotPlans Services for your personal use and solely for the purposes expressly permitted by the GotPlans Services. This license is expressly conditioned on your preexisting agreement to comply with, and your actual compliance with, each of the provisions described in this Agreement.

16.2 User Licence Restrictions: You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sublicense, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the GotPlans Services, except as expressly permitted in this Agreement. No licences or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by GotPlans or its licensors, except for the licences and rights expressly granted in this Agreement.

16.3 Trademarks: GotPlans logos as well as the name and any designs found on the App are registered trademarks of GotPlans. GotPlans's trademarks may be used publicly only with our written permission. Except as expressly stated in this Agreement, GotPlans does not grant any express or implied right to you under any of its trademarks, copyrights or other proprietary information.

17. GotPlans SERVICE RULES

- 17.1 Rules: In connection with your use of the GotPlans Services, you may not and you agree that you will not:
- a) breach any local, state, provincial, national, or other law or regulation, or any order of a court;
 - b) infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;
 - c) interfere with or damage the GotPlans Services, including, without limitation, through the use of viruses, bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
 - d) use the GotPlans Services in connection with the distribution of unsolicited commercial email ("spam") or advertisements unrelated to the GotPlans Services;
 - e) "stalk" or harass any other User of the GotPlans Services or collect or store any personally identifiable information about any other User (except as expressly permitted by the GotPlans Services);
 - f) submit, or provide links to, any postings containing material that could be considered harmful, obscene, pornographic, sexually explicit, indecent, lewd, violent, abusive, profane, insulting, threatening, harassing, hateful or otherwise objectionable, includes the image or likeness of individuals under 18 years of age, encourages or

- otherwise depicts or glamorizes drug use (including alcohol and cigarettes), characterizes violence as acceptable, glamorous or desirable, or contains any personal contact information or other personal information identifying any third party;
- g) submit, or provide links to, any postings containing material that harasses, victimizes, degrades, or intimidates an individual or group of individuals on the basis of religion, race, ethnicity, sexual orientation, gender, age, or disability;
 - h) register for more than one Account or register for an Account on behalf of an individual other than yourself;
 - i) recruit or otherwise solicit any Seller or other User to join third party services or websites that are competitive to GotPlans, without GotPlans's prior written approval;
 - j) impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity, including any employee or representative of our company;
 - k) use automated scripts to collect information or otherwise interact with the GotPlans Services;
 - l) use the GotPlans Services to find a Seller or Buyer and then complete the transaction independent of the GotPlans Services in order to circumvent the obligation to pay any fees related to GotPlans's provision of the Listing;
 - m) as a Seller, submit any Listing with a false or

misleading price information, or submit any Listing with a price, service or activity that you do not intend to honour;

- n) use, display, mirror or frame the GotPlans Services, or any individual element within the GotPlans Services, GotPlans's name, any GotPlans trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without GotPlans's express written consent;
- o) access, tamper with, or use non-public areas of the GotPlans Services, GotPlans's computer systems, or the technical delivery systems of GotPlans's providers;
- p) attempt to probe, scan, or test the vulnerability of any GotPlans system or network or breach any security or authentication measures;
- q) avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by GotPlans or any of GotPlans's providers or any other third party (including another User) to protect the GotPlans Services or any content thereon;
- r) attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the GotPlans Services;
- s) reproduce or scan Tickets in a format or medium different from that provided by the App;
- t) use any automated software or computer system

to search for, reserve, buy or otherwise obtain Tickets, discount codes, promotional codes, vouchers, gift cards or any other items available on the App, including sending information from your computer to another computer where such software or system is active; and/or

u) advocate, encourage, or assist any third party in doing any of the foregoing.

17.2 Legal Action: GotPlans reserves the right to investigate and take appropriate legal action against any illegal and/or unauthorised use of the GotPlans Services. GotPlans may involve and cooperate with law enforcement authorities in prosecuting Users who breach this Agreement, including, without limitation, civil, criminal and injunctive redress. You agree that monetary damages may not provide GotPlans a sufficient remedy and that GotPlans may pursue injunctive or other relief for your violation of these Terms. If GotPlans determines that you have violated these Terms or the law, or for any other reason or for no reason, GotPlans may cancel your Account, delete all your User content and prevent you from accessing the App at any time without notice to you. If that happens, you may no longer use the GotPlans Services or the App. You will still be bound by your obligations under these Terms. You agree that GotPlans will not be liable to you or any third party for termination of your access to the App or to your account or any related information, and GotPlans will not be required to make

the App or your account or any related information available to you.

18. WARRANTIES AND INDEMNITIES

18.1 True Information: You represent and warrant that the information that you submit to GotPlans for your Account and in your use of the GotPlans Services is true, accurate and complete and you will not use false information, including name and email address, in using the GotPlans Services.

18.2 Legal Compliance: You represent and warrant that in using the GotPlans Services, you shall comply with all applicable local, regional, national and international laws, regulations, codes of practice and the terms of this Agreement. You further warrant that you are aged 18 years or over and can enter into legally binding contracts.

18.3 Tax Indemnity: You agree that GotPlans is not in any way responsible for the accuracy or suitability of any payment of taxes to any entity on your behalf (whether Buyer and/or Seller). If in using the GotPlans Services you are trading as a business, you hereby indemnify and hold GotPlans harmless against all liabilities, costs, interests and expenses (including reasonable legal fees) incurred by GotPlans that arise out of any third party or governmental claim that involves, relates to or concerns any local, regional or national tax obligation or amounts due or owing under any tax regulation, order, law or decree or any dispute concerned the tax status of GotPlans.

18.4 General Indemnity: You agree to indemnify and hold GotPlans and its parent and affiliated companies, suppliers, advertisers and sponsors, and each of their officers, directors, employees, agents, legal representatives and sub-contractors (the “Indemnified Parties”) harmless against any claim or demand and all liabilities, costs and expenses (including reasonable legal fees and costs) incurred by an Indemnified Party arising as a result of or in connection with your use of the App, breach of this Agreement (including any misuse of the GotPlans Services) and/or your violation of any law or the rights of a third party. We reserve the right to take exclusive control and defense of any claim, and you will cooperate fully with us in asserting any available defenses.

19. DISCLAIMERS

19.1 GotPlans Disclaimer: GotPlans disclaims any and all liability for the acts, omissions and conduct of any third party users, Users, advertisers and/or sponsors on the App, in connection with the GotPlans Services or otherwise related to your use of the App and/or the GotPlans Services. GotPlans WE PROVIDE THE SITE AND THE CONTENT TO YOU "AS IS" AND "AS AVAILABLE". WE TRY TO KEEP THE SITE UP, BUG-FREE AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, AND TO THE EXTENT THAT APPLICABLE LAW PERMITS THE DISCLAIMER OF EXPRESS OR IMPLIED WARRANTIES, GotPlans DISCLAIMS ALL

WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE OF TRADE. GotPlans DOES NOT GUARANTEE THAT THE SITE WILL ALWAYS BE SAFE, SECURE OR ERROR-FREE OR THAT THE SITE WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS OR IMPERFECTIONS. WE ARE NOT RESPONSIBLE FOR THE ACTIONS OR INFORMATION OF THIRD PARTIES, AND YOU RELEASE US FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. GotPlans is not responsible for the products, services, actions or failure to act of any venue, performer, promoter or other third party in connection with or referenced on the App. Without limiting the foregoing, you may report the misconduct of Users and/or third party advertisers, service and/or product providers referenced on or included in the App to GotPlans by reporting to info@gotplans.ca. GotPlans may investigate a claim and take appropriate action, in its sole discretion.

20. LIABILITY

20.1 GotPlans Disclaimer: Due to the nature of GotPlans's business, and the fact that GotPlans cannot control

Users' acts or omissions, GotPlans makes no warranty, and specifically disclaims all liability, in relation to any goods or services provided by Sellers.

20.2 Event Attendance: Under no circumstances shall GotPlans be liable for death or personal injury suffered by you or your guests arising out of attendance at an Event unless directly caused by GotPlans's gross negligence. Neither shall GotPlans be liable for any loss or damage sustained to your property or belongings or that of your guests attending an Event.

20.3 Limitation of Liability: IN NO EVENT WILL GOTPLANS OR ITS SUPPLIERS, ADVERTISERS AND SPONSORS, BE RESPONSIBLE OR LIABLE TO YOU OR ANYONE ELSE FOR, AND YOU HEREBY KNOWINGLY AND EXPRESSLY WAIVE ALL RIGHTS TO SEEK, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY TYPE (INCLUDING WITHOUT LIMITATION LOSS OF DATA, PROFITS, REVENUE, GOODWILL, REPUTATION, LOSS OF ENJOYMENT OR OPPORTUNITY) OTHER THAN OUT OF POCKET EXPENSES, AND ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, ARISING DIRECTLY OR INDIRECTLY OUT OF OR IN CONNECTION WITH THE GOTPLANS SERVICES, THE APP, THE CONTENT, OR ANY PRODUCT OR SERVICE PURCHASED THROUGH THE SITE, EVEN IF GOTPLANS HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER THE CLAIM IS BASED UPON ANY CONTRACT, TORT, OR OTHER LEGAL OR EQUITABLE THEORY. WITHOUT LIMITING THE FOREGOING, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT GOTPLANS WILL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR (a) ANY FAILURE OF ANOTHER USER OF THE SITE TO CONFORM TO THE CODES OF CONDUCT, (b) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, WHETHER ARISING IN CONTRACT OR IN TORT, RESULTING FROM YOUR ACCESS TO AND USE OF THE APP, (c) ANY UNAUTHORIZED ACCESS TO OR USE OF GOTPLANS'S SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (d) ANY BUGS, VIRUSES, WORMS, TROJAN HORSES, DEFECTS, DATE BOMBS, TIME BOMBS OR OTHER ITEMS OF A DESTRUCTIVE NATURE WHICH MAY BE TRANSMITTED TO OR THROUGH THE APP, (e) ANY ERRORS, MISTAKES, INACCURACIES OR OMISSIONS IN ANY CONTENT, OR (f) ANY LOST, STOLEN OR DAMAGED TICKETS, OR THE FAILURE OF A VENUE TO HONOR A TICKET. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE GotPlans SERVICES AND THE APP IS TO STOP USING THE GOTPLANS SERVICES AND THE APP. THE LIMITATIONS IN THIS SECTION WILL

APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THE ALLOCATION OF RISK BETWEEN YOU AND GotPlans IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN YOU AND GOTPLANS. GOTPLANS'S AGGREGATE LIABILITY ARISING OUT OF THESE TERMS OR THE USE OF GotPlans SERVICES OR THE APP WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID GOTPLANS IN THE PAST TWELVE MONTHS. IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE. GOTPLANS'S LIABILITY WILL BE LIMITED UNDER THIS PARAGRAPH TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND THE PROVISIONS OF THIS PARAGRAPH WILL NOT APPLY TO THE EXTENT APPLICABLE LAW PERMITS THE RECOVERY OF DAMAGES, ATTORNEYS' FEES OR COSTS OTHERWISE PROHIBITED UNDER THIS PARAGRAPH. THE PROVISIONS OF THIS PARAGRAPH THAT (A) PROHIBIT DAMAGES TO BE MULTIPLIED OR OTHERWISE INCREASED, (B) IMPOSE A DAMAGES LIMITATION OF THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID GOTPLANS IN THE PAST TWELVE MONTHS, AND (C) PROHIBIT THE RECOVERY OF ATTORNEYS' FEES AND COSTS.

20.4 Force Majeure: GotPlans will not be liable to you for

failure to perform any of its obligations under this Agreement to the extent that the failure is caused by reason of Force Majeure.

21 DISPUTE RESOLUTION

- 21.1 If any dispute arises out of this Agreement or any Transaction pursuant to this Agreement, you should contact [Customer Services](#) who will try to resolve the matter as expediently as possible. Your complaint shall be acknowledged by GotPlans as soon as possible.
- 21.2 GotPlans shall use reasonable endeavours to consult or negotiate in good faith and attempt to reach a just and equitable settlement that is satisfactory to you and GotPlans.
- 21.3 In the unlikely event that we are able to resolve your complaint by negotiation within 28 days, we may attempt to settle a matter via mediation. To initiate a mediation, a party must give written notice to the other party to the dispute requesting a mediation. The mediation shall be conducted in accordance with the STAR Code of Practice and Dispute Resolution Procedure current at the date of the referral which sets out the procedures to be adopted, the process of selection of the mediator and the costs involved and which terms are deemed incorporated into this agreement.
- 21.4 The above does not restrict your statutory rights, your right to make a complaint to Trading Standards or another appropriate regulatory authority, or your right to pursue court proceedings or other forms of settlement

such as through the European Union Online Dispute Resolution Platform, a portal through which you can submit a complaint to a registered Alternative Dispute Resolution Provider with the aim of resolving the dispute.

21.5 For Canada Residents:

- a) Any dispute or claim relating in any way to your use of the APP, or to products or services sold or distributed by us or through us, will be resolved by binding arbitration rather than in court, with the following exceptions:
- You may assert claims in small claims court if your claims apply;
 - If a claim involves the conditional license granted to you as described in the Ownership of Content and Grant of Conditional License section above, either of us may file a lawsuit in a federal court located within Vancouver, British Columbia, as applicable, and we both consent to the jurisdiction of those courts for such purposes; and
 - In the event that the arbitration agreement in these Terms is for any reason held to be unenforceable, any litigation against us (except for small-claims court actions) may be commenced only in a federal court located within Vancouver, British Columbia, as applicable, and we both consent to the jurisdiction of those courts for such purposes.

- b) The arbitration agreement in these Terms is governed by the Canada Commercial Arbitration Act (CAA), as applicable, including its procedural provisions, in all respects. This means that the CAA, as applicable, governs, among other things, the interpretation and enforcement of this arbitration agreement and all of its provisions, including, without limitation, the class action waiver discussed below. State arbitration laws do not govern in any respect.
- c) This arbitration agreement is intended to be broadly interpreted, and will survive termination of these Terms. The arbitrator, and not any court or agency, shall have exclusive authority to the extent permitted by law to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement, including, but not limited to any claim that all or any part of this Agreement is void or voidable. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow these Terms as a court would.
- d) To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to M.O.K. Technology Inc. at: 3214 W 37th

Ave, Vancouver, BC V6N 2V4 Attn: Legal (if in Canada). You may download the forms located at <http://www.jamsadr.com>. The arbitration will be conducted by JAMS under its Streamlined Arbitration Rules and Procedures or, if applicable, its Comprehensive Arbitration Rules and Procedures, and any applicable supplemental rules including its Consumer Arbitration Standards of Minimum Fairness. The JAMS Rules are available online at <http://www.jamsadr.com> or by calling (800) 352-5267 (U.S.) or (416) 861-1084 (Canada). Payment of all filing, administration and arbitrator fees will be governed by JAMS's rules. We will reimburse those fees for claims totalling less than \$10,000 unless the arbitrator determines the claims are frivolous, but in no event will we pay for attorneys' fees. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

- e) We each agree that the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding, and that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. You agree to waive any right to a jury trial or to participate in

a class action. If this specific provision is found to be unenforceable, then the entirety of this arbitration section will be null and void and neither of us will be entitled to arbitrate our dispute.

- f) You agree that these Terms evidence a transaction involving interstate commerce and will be governed by and construed in accordance with British Columbia law, as applicable, to the fullest extent possible.

22. GENERAL

22.1 Taxes: As a User of the GotPlans Services, you agree that you are solely responsible for determining your applicable tax reporting requirements in consultation with your tax advisors. GotPlans cannot and does not offer tax-related advice to any Users. Additionally, please note that each Seller is responsible for determining local indirect taxes and for including any applicable taxes to be collected or obligations relating to applicable taxes in Listings. You are also responsible for paying any governmental taxes imposed on your purchase from or use of the GotPlans Services, including, but not limited to, sales, use, or value-added taxes. To the extent GotPlans is required to collect such taxes, the applicable tax will be added to your billing account and GotPlans will issue a receipt on request from a Seller as required by law.

22.2 Waiver: If GotPlans delays or fails to enforce any of the provisions of this Agreement, it shall not mean that GotPlans has waived the right to do so.

22.3 Assignment: GotPlans shall have the right to assign to

- 22.3 Assignment: GotPlans shall be entitled to assign its rights and obligations under this Agreement provided that your rights are not adversely affected.
- 22.4 Severability: If it is found by a Court that any provision of this Agreement for any reason is invalid or cannot be enforced, this shall not prevent the other provisions from continuing to remain in full force and operate separately.
- 22.5 Illegality: If any provision of this Agreement is or becomes illegal, invalid or unenforceable under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement.
- 22.6 No Partnership/Agency: Nothing contained within this Agreement and no action taken by you or GotPlans under this Agreement shall create, or be deemed to create, a partnership, joint venture, or establish a relationship of principal and agent or any other relationship between you and GotPlans beyond the relationship created under this Agreement.
- 22.7 Entire Agreement: This Agreement and all documents incorporated into this Agreement by reference constitutes the entire agreement between the parties in connection to its subject matter and supersedes any previous agreement, terms and conditions or arrangement between the parties, whether written or oral. Each of the parties agrees that it has not entered into this Agreement in reliance on, and shall have no remedy in respect of any statement, representation, covenant, warranty, undertaking or indemnity (whether

covenant, warranty, undertaking or indemnity (whether negligently or innocently made) by any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. Nothing in this paragraph shall limit any liability for (or remedy in respect of) fraud or fraudulent misrepresentation.

22.8 Notices: A notice provided under this Agreement shall be delivered upon receipt and shall be deemed to have been received (i) at the time of delivery, if delivered by hand, registered post or courier; or (ii) at the time of transmission if delivered by email (and no error message is received in response).

22.9 Governing Law and Jurisdiction: This Agreement shall be governed by and construed in all respects in accordance with the law of the country in which this APP is based, without regard to its conflict-of-law provisions, and the parties agree to submit to the non-exclusive jurisdiction of the courts of such country.

F. Jurisdiction-Specific Contacts

If you have any questions, comments or complaints regarding these Terms or the Website, please contact us at:

Email: info@gotplans.com