

This Agreement is effective May 1, 2020.

The SERVICE is defined as the NOLU application.

Please read the following terms and conditions attentively, as they form the agreement between us. If you do not agree to these terms and conditions, you may not use the Service and should not proceed to register. By using the Service after the Effective Date above you are agreeing to be bound by this Agreement, including all amendments made to date.

User Agreement

This Agreement constitutes your agreement with NOLU with respect to your use of the Service. You must agree to abide by all of the terms and conditions contained in this Agreement in order to become or remain an authorized user of the Service. As used in this Agreement, "we" and "us" means NOLU or any successor or assign of NOLU.

Right to Use

Your right to use the Service is subject to any limitations, conditions and restrictions established by us from time to time, in our sole discretion. We may alter, suspend or discontinue any aspect of the Service at any time, including the availability of any Service feature, database or content. We may also impose limits on certain features and aspects of the Service or restrict your access to parts or all of the Service without notice or liability. If you are a non-resident of Canada then your right to access the Services, and in particular log in or access any database, is limited and restricted to a location situated outside of Canada. Any use of a database by a non-resident of Canada from a location within Canada is expressly prohibited.

Adult

You represent, warrant and covenant that you are at least 18 years old.

Accuracy of Information

When creating an Account, provide true, accurate, current, and complete information as NOLU requests. Update such information promptly, and as necessary to keep it current and accurate. You represent to NOLU that the information provided upon the creation of your Account is accurate and that any email address you provide is an email address controlled by you. NOLU reserves the right to disallow, cancel, remove, or reassign certain usernames in appropriate circumstances, as determined by NOLU in its sole discretion, and may, with or without prior notice, suspend or terminate your Account if activities occur on your Account which, in NOLU's sole discretion, would or might constitute a violation of these Terms, cause damage to or impair the Service, infringe or violate any third-party rights, damage NOLU's reputation, or violate any applicable laws or regulations. If messages sent to the e-mail address you provide are returned as undeliverable, then NOLU may terminate your Account immediately without notice to you and without any liability to you or any third party.

Code of Conduct

You agree to use the Service in accordance with the following Code of Conduct:

1. You will keep all information provided to you through the Service as private and confidential and will not give such information to anyone without the permission of the person who provided it to you;
2. You will not use the Service to engage in any form of harassment or offensive behavior, including but not limited to the posting of communications, pictures, videos or audio recordings which contain libellous, slanderous, abusive or defamatory statements, or racist, pornographic, obscene, or offensive language or images;
3. You will not forward chain letters through the Service;
4. You will not use the Service to infringe the privacy rights, property rights, or any other rights of any person;
5. You will not post or otherwise distribute messages, pictures or recordings or use the Service in any way which:
 1. Violates, plagiarizes or infringes upon the rights of any third party, including but not limited to any copyright or trade-mark law, privacy or other personal or proprietary rights, including other intellectual property rights; or
 2. Is fraudulent, misleading or otherwise unlawful or violates any law;
6. you will not use the Service to distribute or upload any virus, trojan horses or do anything else that might cause harm to the Service, NOLU systems or to other members' systems in any way; and
7. you will not post or transmit in any manner any contact information including, but not limited to, email addresses, "instant messenger" nicknames, telephone numbers, postal addresses, URLs, or full names through your publicly posted information.

Advertising

Unless you indicate on your Preferences page that you do not want to participate in such programs, you agree to grant NOLU a license for the right to use your images*, text* or recordings* on our application or in the marketing of the Service. Excludes your personal information, such as your email address or full name. Read our privacy policy.

Membership Categories and Fees

Users of the Service may become "Members" or "Premium Members" of the Service. Members are allowed access to a basic level of the Service's features and are charged a minimum monthly fee of \$12.99 (all amount are in Canadian dollar) by us for the use of the features they can access (see chart). Premium members are provided with access to additional features of the Service that are not available to "Members", but are restricted to certain communities

and/or limited features. Additionally, some features could be made available to users on a one-time basis with corresponding per transaction payment.

Fees and Payments

A Member receives a subscription giving access to the "basic paid features" of the Service and certain other features. Members will be able to send unlimited instant messages for as long as the Subscription remains active. In order to purchase a Subscription, you may make an online charge to a credit card account or pay by cash in accordance with our pricing policy for Subscriptions as posted on the Service from time to time. Prices are exclusive of applicable taxes, if any, including GST and PST. NOLU will charge and collect sales tax on any purchase made from a Canadian credit card, drawn on a Canadian account and/or from a Canadian location or address (default). A Subscription is valid for either 30 days from the time of payment (one month package), 90 days (3 month package) or 180 days (6 month package) from the time of payment. Once purchased, and UNLESS CANCELLED, SUBSCRIPTIONS AUTOMATICALLY RENEW either for further 30-day periods, 90-day periods or 180-day periods, as the case may be, and are charged to the credit card originally used to purchase the Subscription. Not all payment options or methods are available in all geographic areas.

- a. Auto-Renewal. YOU AGREE THAT, ONCE YOUR SUBSCRIPTION PERIOD EXPIRES, YOUR SUBSCRIPTION(S) WILL AUTOMATICALLY RENEW FOR SUCCESSIVE PERIODS EQUAL IN LENGTH TO THE IMMEDIATELY PRECEDING SUBSCRIPTION PERIOD UNLESS AND UNTIL YOU CANCEL YOUR SUBSCRIPTION(S).
- b. Recurring Charges. YOU AUTHORIZE NOLU'S APPLICABLE SERVICE PROVIDER TO PROCESS YOUR PAYMENTS FOR ANY RENEWAL SUBSCRIPTION(S). SUBSCRIPTION PRICES WILL BE DISPLAYED TO YOU AT THE TIME OF PURCHASE. YOU WILL BE BILLED FOR THE SAME SUBSCRIPTION PLAN(S) (OR THE MOST SIMILAR SUBSCRIPTION PLAN(S), IF YOUR PRIOR PLAN(S) ARE NO LONGER AVAILABLE) AT THE THEN-CURRENT SUBSCRIPTION PRICE PLUS ANY APPLICABLE TAXES. YOUR PAYMENTS WILL BE PROCESSED FOR ANY RENEWAL SUBSCRIPTION(S) USING THE SAME BILLING CYCLE AS YOUR CURRENT SUBSCRIPTION(S). IN OTHER WORDS, ON WHICHEVER DAY YOUR PAYMENT IS PROCESSED FOR YOUR CURRENT SUBSCRIPTION(S), YOUR PAYMENT WILL CONTINUE TO BE PROCESSED ON THAT DAY FOR ANY RENEWAL SUBSCRIPTION(S). ADDITIONAL TERMS AND CONDITIONS MAY APPLY UPON RENEWAL, AND SUBSCRIPTION FEES MAY CHANGE AT ANY TIME, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW. NOLU MAY PARTNER WITH CERTAIN MOBILE CARRIERS TO OFFER YOU A SPECIAL DISCOUNT FOR THE SERVICE AND THE TERMS OF THE PAYMENT WILL BE SUBJECT TO SUCH OFFER.
- c. Cancellation. YOU MAY CANCEL YOUR SUBSCRIPTION(S) AT ANY TIME (1) THROUGH GOOGLE PLAY (IF YOU MANAGE YOUR NOLU SUBSCRIPTION THROUGH AN ANDROID DEVICE); OR (2) THROUGH APPLE ITUNES (IF YOU MANAGE YOUR NOLU SUBSCRIPTION

THROUGH AN IOS-BASED DEVICE). IF YOU REQUIRE FURTHER ASSISTANCE, YOU MAY CONTACT NOLU AT cancellation@NOLU.ca ANY CANCELLATION THROUGH NOLU.COM WILL NOT BE DEEMED EFFECTIVE UNTIL NOLU EXPRESSLY CONFIRMS THE CANCELLATION HAS OCCURRED IN WRITING. ONCE NOLU HAS CONFIRMED CANCELLATION IN ACCORDANCE WITH THE PRECEDING SENTENCE, YOU WILL NOT BE CHARGED FOR ANY SUBSEQUENT SUBSCRIPTION PERIOD. THE PURCHASE OF A SUBSCRIPTION IS NON-REFUNDABLE. ONCE PURCHASED THE SUBSCRIPTION HAS NO MONETARY VALUE AND ONLY ENTITLES YOU TO USE OF PAID FEATURES ON THE SERVICE FOR THE SUBSCRIPTION PERIOD BASED ON YOUR SELECTED SUBSCRIPTION PACKAGE FOR A PERIOD OF 30 DAYS, 90 DAYS OR 180 DAYS AS THE CASE MAY BE. IN OTHER WORDS, NOLU HAS NO OBLIGATION TO OFFER OR PROVIDE ANY REFUND FOR THE CANCELLATION OF ANY SUBSCRIPTION, BUT YOU CAN CONTINUE TO USE THE SUBSCRIPTION SERVICE UNTIL THE END OF THE SUBSCRIPTION PERIOD THAT YOU PAID FOR.

Privacy and Use of Information

By using the services, you have also agreed to our Privacy Policy. You acknowledge that (a) we cannot ensure the security or privacy of information you provide through the Internet and your email messages, and you release us from any and all liability in connection with the use of such information by other parties; (b) we are not responsible for, and cannot control, the use by others of any information which you post on the Service or provide to them and you should use caution in selecting the personal information you post or provide to others through the Service; and (c) we cannot assume any responsibility for the content of messages sent by other users of the Service, and you release us from any and all liability in connection with the contents of any communications you may receive from other users. As part of the Service, we may from time to time, provide you with or email to you publicly available information about other users of the Service whom we believe may meet your pre-selected search criteria. We cannot guarantee, and assume no responsibility for verifying, the accuracy of the information provided by other users of the Service, this includes information which we may provide directly to you but which has been posted or provided to us by other users of the Service. You may not use the Service for any unlawful purpose. We may refuse to grant you an ID or nickname that impersonates someone else, is protected by trade-mark or proprietary law, or is vulgar or otherwise offensive, as determined by us in our sole discretion. You confirm that you will have obtained full right, title, interest and permissions in and to any messages, pictures or recordings prior to your posting to or otherwise distributing them through the Service.

Monitoring of Information

We reserve the right to monitor all advertisements, public postings, messages, video and audio recordings to ensure that they conform to the content guidelines which may be applicable from time to time. While we do not and cannot review every message or other material posted or sent by users of the Service, and are not responsible for any content of these messages or materials, we reserve the right, but are not obligated, to delete, move, or edit messages or materials, including without limitation profiles, public postings, messages, video and audio recordings that we, in our sole discretion, deem to violate the Code of Conduct set out above or any applicable content guidelines, or to be otherwise unacceptable. You shall remain solely responsible for the content of profiles, public postings, messages, video and audio recordings and other materials you may upload to the Service or users of the Service.

Termination of Access to Service

We may, in our sole discretion, terminate or suspend your access to all or part of the Service at any time, with or without notice, for any reason, including, without limitation, breach of this Agreement. Without limiting the generality of the foregoing, any fraudulent, abusive, or otherwise illegal activity, or that may otherwise affect the enjoyment of the Service or the Internet by others may be grounds for termination of your access to all or part of the Service at our sole discretion, and you may be referred to appropriate law enforcement agencies.

Proprietary Information

The Service contains information which is proprietary to us, our partners, and our users. We assert full copyright protection in the Service. Information posted by us, our partners or users of the Service may be protected whether or not it is identified as proprietary to us or to them. You agree not to modify, copy or distribute any such information in any manner whatsoever without having first received the express permission of the owner of such information. For additional information, please refer to our Legal Section.

No Responsibility

You acknowledge that we are not responsible for suspension of the Service, regardless of the cause of the interruption or suspension. Any claim against us shall be limited to the amount you paid, if any, for use of the Service during the previous 12 months. We may discontinue or change the Service or its availability to you at any time and you may stop using the Service at any time.

Security

Your account is private and should not be used by anyone else. You are responsible for all usage or activity on the Service by users using your password, including but not limited to use of your password by any third party.

External Links

The Service may from time to time contain links to other Internet sites and resources ("External Links"). You acknowledge that we are not responsible for, and have no liability as a result of, the availability of External Links or their contents. We suggest that you review the terms of use and Privacy Policy of such External Links prior to use of them.

Indemnity

You agree to indemnify us, our officers, directors, employees and agents, from any loss or damages, including without limitation reasonable legal fees, which we may suffer from your activities on or use of the Service, including without limitation any breach by you of this Agreement, including but not limited to the Code of Conduct or any charges or complaints made by other parties against you. You shall cooperate as fully as reasonably required in the defence of any claim. We reserve the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by you; provided, however, that you shall remain liable for any such claim.

No Warranties

The Service is distributed on an "as is" basis. We do not warrant that this Service will be uninterrupted or error-free. There may be delays, omissions, and interruptions in the availability of the Service. Where permitted by law, you acknowledge that the Service is provided without any warranties of any kind whatsoever, either express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. You acknowledge that use of the Service is at your own risk. We do not represent or endorse the accuracy or reliability of any member profile (including any member profile which we may present to you as a potential match to your pre-selected search criteria), advice, opinion, statement or other information displayed, uploaded or distributed through the Service by NOLU, our partners or any user of the Service or any other person or entity. You acknowledge that any reliance upon any such opinion, member profile, advice, statement or information shall be at your sole risk.

We do not represent or endorse the accuracy or reliability of any member profile, advice, opinion, statement or other information displayed, uploaded or distributed through the Service by NOLU or any user of the Service or any other service. Your continued use of the Service now, or following the posting of notice of any changes in this Agreement, will constitute a binding acceptance by you of this Agreement, or any subsequent modifications.

Advice Columnists

The Service may includes from time to time include messages from advice columnists (matchmakers, sexologist and life coaches) who respond to "relationship" questions with their respective perspective. Any statements made by advice columnists are provided for entertainment and support purposes only, and are not intended, and should not be taken, as specific medical or otherwise advice in any particular circumstance. Such statements do not

constitute counselling of any kind. Users with personal problems or who may be seeking personal advice applicable to their personal situation are urged and will be directed to consult with a qualified counsellor with respect to such issues.

Modifications

We may modify this Agreement from time to time. Notification of changes in this Agreement will be posted on the Service or sent via electronic mail, as we may determine in our sole discretion. If you do not agree to any modifications, you should terminate your use of the Service. Your continued use of the Service now, or following the posting of notice of any changes in this Agreement, will constitute a binding acceptance by you of this Agreement, or any subsequent modifications.

Disclosure and Other Communication

We reserve the right to send electronic mail to you, for the purpose of informing you of changes or additions to the Service or of any NOLU related products and services. We reserve the right to disclose information about your usage of the Service and demographics in forms that do not reveal your personal identity. By your use of the Service, you consent to such disclosures and communications subject to the terms of our Privacy Policy.

Governing Law

This Agreement is entered into in Quebec, Canada. You agree that it will be governed by the laws of the Province of Quebec and any disputes arising out of this Agreement will be subject to the courts of the Province of Quebec and the federal courts applicable within the Province. If any provision in this Agreement is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods. Les parties acceptent d'un commun accord que la présente entente soit rédigée en anglais.

Assignment

You do not have the right to assign this Agreement or any of your rights to the Service to anyone. NOLU has the right to assign any or all of its rights and duties under this Agreement or to the Service to any third party. At the election of NOLU, if NOLU's obligations hereunder are assumed by a third party, NOLU shall be relieved of any and all liability under this Agreement.

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