

Terms Of Use

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE MONEYHUNTERCORP.COM WEBSITE OR THE ASSOCIATED MOBILE APPLICATION OR FACEBOOK PAGE. THESE TERMS CREATE A BINDING AGREEMENT AND WILL AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS. IF YOU DO NOT AGREE WITH THE TERMS OF USE, YOU MUST NOT USE THIS WEBSITE OR THE ASSOCIATED MOBILE APPLICATION OR FACEBOOK PAGE, OR ANY SERVICES PROVIDED ON THEM.

LAST UPDATED: July ,20, 2020

1. INTRODUCTION

1.1 Welcome. Welcome to MoneyHunterCorp.com (the “**Website**”). These Terms of Use (“**Terms**”) apply to our Website, its associated mobile application (the “**App**”) and Facebook Page, and their associated content and services, including the Hunts (the Website, the App, content, and services collectively, the “**Platform**”). The Platform is owned and operated by Money Hunter Project Corporation (“**MoneyHunter Corp**”, “**us**”, “**we**”, “**our**”). Terms constitute a binding agreement between us and you. You must read the following Terms carefully before using or accessing the Platform or participating in any Hunt on our Platform. By using or accessing our Platform, you agree to be bound by these Terms and the documents referred to in them (“**Acceptance**”). If you do not agree with or accept any of these Terms, you must cease using the Platform immediately and will not be allowed to participate in any of our Hunts.

AGE RESTRICTIONS. IF YOU ARE UNDER SIXTEEN (16) YEARS OF AGE, YOU ARE PROHIBITED FROM ACCESSING OR USING THE PLATFORM OR PARTICIPATING IN ANY HUNTS. IF YOU ARE SIXTEEN (16) BUT UNDER THE AGE OF MAJORITY IN YOUR JURISDICTION, YOU MUST READ THROUGH THESE TERMS, THE PRIVACY POLICY, AND THE OFFICIAL CONTEST RULES WITH YOUR PARENT OR LEGAL GUARDIAN, AND YOU MUST OBTAIN THE CONSENT OF YOUR PARENT OR LEGAL GUARDIAN BEFORE ACCESSING OR USING THE PLATFORM OR PARTICIPATING IN ANY HUNT.

MoneyHunter Corp has the right, but not an obligation, to at any time require proof of a person's age and proof of parental or legal guardian consent to ensure eligibility to participate in a Hunt, or otherwise access or use the Platform.

1.2 NOTICE OF BINDING ARBITRATION; WAIVER OF CLASS ACTION. THESE TERMS CONTAIN A BINDING ARBITRATION PROVISION IN SECTION 13.1 WHICH PROVIDES THAT YOU AND MONEYHUNTER CORP WILL RESOLVE ALL DISPUTES THROUGH MANDATORY AND BINDING ARBITRATION, UNLESS YOU OPT OUT THROUGH THE MECHANISM PROVIDED IN THESE TERMS OR ARE IN A PROVINCE, STATE, OR COUNTRY IN WHICH THE COURTS WILL NOT PERMIT YOU TO CONSENT TO BINDING ARBITRATION. THIS MEANS THAT, IN THE EVENT OF A DISPUTE WITH MONEYHUNTER CORP, YOU WILL NOT BE ABLE TO HAVE THAT DISPUTE RESOLVED BY A JUDGE OR A JURY. ADDITIONALLY, IN SECTION 13.2 OF THESE TERMS, YOU ALSO WAIVE YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS AGAINST MONEYHUNTER CORP. PLEASE CAREFULLY READ SECTIONS 13.1 AND 13.2.

1.3 Location. MoneyHunter Corp is a British Columbia corporation.

1.4 Language. These Terms are available only in English, German, Finnish, and Swedish, and no other languages will apply to these Terms.

1.5 Modifications. We reserve the right to amend these Terms and any document referred to herein, or any part thereof, at any time, by posting the amended version on our Platform and providing you notification via the Platform or at the email address linked to your account on the Platform (“**Account**”). Such amendment will become effective seven days after such notice. If prior to such amendments taking effect you terminate your Account in accordance with section 12.1, such amendments will not apply to you; provided that thereafter you do not access or use the Platform. Your continued use of the Platform after such seven day notice period confirms your consent to and acceptance of such amendment, even if you terminated

1.6 Privacy Policy. We take your privacy seriously. To find out about how we collect, share, and use your content and information, we recommend that you read our Privacy Policy. The Privacy Policy forms part of these Terms and is incorporated by reference. This means that when you agree to these Terms, you also agree to our Privacy Policy. By providing personal information via the Platform (for example, by participating in a Hunt), you agree that we may collect, use and disclose your personal information as is necessary to operate and provide the Platform.

1.7 Location Restrictions. This Platform, including the ability to participate in a Hunt, is only intended for and directed to residents of jurisdictions where offering and use of the Platform is lawful. If you open an Account and/or participate in any Hunt offered on the Platform while located in a prohibited jurisdiction, you will be in violation of the law of such jurisdiction and these Terms, and subject to having your Account suspended or terminated and all winnings (if any) voided.

2. THE SITE & SERVICES

2.1 Summary. In a nutshell, the Platform is an online platform that operates skill-based treasure-hunt and brain teaser Hunts (each, a “**Hunt**”). If you are a user of our Platform (each such user of the Platform, a “**User**”) and you are eligible, the Platform gives you the ability to enter into Hunts with the possibility to win prizes (each, a “**Prize**”). Multiple Hunts may be operated on our Platform at any given time, but all Hunts are separate from each other. Among other things, this means that your entry into one Hunt will not earn you an entry into any other Hunts.

2.2 Hunt Participation. In summary, to participate in a Hunt, you must:

- (a) register an Account on our Platform;
- (b) accept and comply with these Terms, the applicable Official Hunt Rules (the “**Hunt Rules**”), and the Platform’s Privacy Policy; and
- (c) as posted on the applicable Hunt page, pay the applicable Hunt entry fee (the “**Entry Fee**”).

This summary is subject to the Hunt Rules. For full instructions and rules on how to participate in a Hunt, please read and comply with the Hunt Rules which you can find posted on our Platform.

3. HUNTS

3.1 Restricted Participation.

- (a) Jurisdiction. You are prohibited from participating in a Hunt if you reside in a jurisdiction where participation in the Hunts is unlawful.
- (b) Age. You are prohibited from participating in a Hunt if you are under the age of sixteen (16). If you are under the age of majority in your jurisdiction but are sixteen (16) or older you may not participate in a Hunt unless you have received parental or legal guardian consent.

You acknowledge and agree that depending on your age, you may not be eligible to participate in certain Hunts. MoneyHunter Corp reserves the right to set age restrictions and ban or disqualify any person from any Hunt if Money Hunter believes, in their sole and arbitrary discretion, that such person has not met the age threshold restriction for such Hunt. Violation of age restrictions may result in suspension or deletion of your Account.

3.2 Acceptance of Hunt Rules. By entering any Hunt, you agree with the Hunt Rules for such Hunt. Your participation in a Hunt is subject to the applicable Hunt Rules.

3.3 Skill-Based Hunts. You acknowledge that the outcome of the Hunts offered on the Platform are related to the number of entrants participating, and the skill levels of each entrant participating. MoneyHunter Corp does not comment or have knowledge of the probability of one entrant winning a Hunt compared to another entrant, and makes no representations about an individual entrant's chances of winning.

3.4 Conflicts. If these Terms are inconsistent with or conflict with the Hunt Rules, the Hunt Rules prevail.

3.5 Void. Hunts are void where prohibited by applicable law.

3.6 Prohibited Parties. MoneyHunter Corp's directors, officers, employees, and agents, their respective immediate family members (including, without limitation, spouses, domestic partners, parents, children, and siblings) and any other person residing in the household of any of the foregoing persons are prohibited from participating in any Hunt.

3.7 Cancelled Hunts. Entry Fees are not refundable in the event of a cancelled or suspended Hunt.

4. REGISTRATION OBLIGATIONS

4.1 Registration. To access and use certain areas and features of our Platform, you must first complete the registration process to create an account ("**Account**"), which may involve registering a unique user name and password (collectively, "**Credentials**"), and providing us with any other information we request on the Account registration form. We may also allow you to login to the Platform by associating your login credentials from certain third-party websites ("**Third-Party Sites**") with your MoneyHunter Corp Account. If you use Third-Party Site credentials to access the Platform, you agree that we may collect information about you from such Third-Party Site in accordance with the terms of use and privacy policies applicable to such Third-Party Site, including, without limitation, information you have posted on such Third-Party Site and your username and password on such Third-Party Site (in order to facilitate your login on our Platform). We may also disclose your personal information to such Third-Party Sites in accordance with any permissions you provide us.

Account and Credentials are specific to you and may not be shared with or transferred to any other person. You are solely responsible for maintaining the confidentiality of your Credentials and you will be held responsible for any harm caused by disclosing or resulting from any unauthorized use of your Credentials. You will not permit any other person to use your Account or Credentials, and you will immediately notify MoneyHunter Corp if you know or suspect that your Account or Credentials have been used by any other person. You shall not use or access an Account which is not your own.

4.2 Registration Data. During the registration process, you will provide true, accurate, current and complete information about yourself as prompted by the Platform's registration form (such information being the "**Registration Data**"). You will also maintain and promptly update the Registration Data and your Account data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or complete, or if MoneyHunter Corp has reasonable grounds to suspect that such information is untrue, inaccurate, not current or complete, MoneyHunter Corp has the right to suspend or terminate your Account and refuse any and all current or future use of the Platform (or any portion thereof) by you.

4.3 Credentials. MoneyHunter Corp may act upon any communication that is given through your Account or by using your Credentials. MoneyHunter Corp is not required to verify the actual identity or authority of a person using your Account or Credentials, but MoneyHunter Corp may in its discretion at any time require verification of the identity of a person seeking to access your Account and may deny access to and use of your Account if MoneyHunter Corp is not satisfied with the verification. If MoneyHunter Corp, in its discretion, considers your Account or Credentials to be unsecure or to have been used inappropriately, then MoneyHunter Corp may immediately cancel the Account or Credentials without any notice to you. We may require you to change your Credentials from time to time.

4.4 Suspension or Termination of Account. We may suspend or terminate your Account at any time and for any reason or no reason whatsoever in our sole discretion without notice to you. Without limiting the generality of the foregoing, your breach of these Terms or Hunt Rules may result in the suspension or termination of your Account.

5. USE OF THE PLATFORM

5.1 Materials. Except with respect to third-party materials, MoneyHunter Corp authorizes you to view, download and print a single copy of materials and content provided on our Platform for your personal, non-commercial use only and only in connection with your use of the Platform. You may not remove any trademark, copyright or other proprietary notices from such copy nor modify the material or content in any way. Except as otherwise set out in these Terms, any copying or reproduction of the Platform's materials or content, in whole or in part, for commercial purposes or distribution, re-transmission, republication, modification, reverse engineering, sale or other exploitation of this Platform or this Platform's materials or content without the prior written permission of MoneyHunter Corp is strictly prohibited. MoneyHunter Corp reserves the right to take such steps as it deems necessary, including legal action, to restrain such unauthorized and prohibited activity and MoneyHunter Corp reserves the right to suspend or terminate your access to any part of this Platform immediately, without prior notice, at its sole discretion. You are solely and fully responsible for all consequences, however remote, resulting from your use of our Platform.

5.2 Lawful Use. You agree that your use this Platform and materials on this Platform will be for lawful purposes only and in a manner consistent with local, national or international laws and regulations. Some jurisdictions may have restrictions on the use of the Internet or participation in Hunts by their residents.

5.3 Restricted Users. Potential users of this Platform or any of its Hunts, in any jurisdiction of the world, whose laws would: (i) void these Terms in whole or in part; or (ii) render accessing this Platform or any of its Contents illegal; are not permitted to use this Platform or participate in any Hunts. You are responsible for ensuring that your participation in a Hunt is compliant with all applicable laws, regulations, by-laws, rules, and orders of your jurisdiction.

5.4 Restrictions. You agree not use this Platform in any manner that:

- (a) infringes, violates or misappropriates the intellectual property rights of any third party;
- (b) may be considered defamatory, discriminatory, fraudulent, or otherwise malicious or harmful to any person or entity; or
- (c) violates applicable law or would constitute a tort.

5.5 Rules. As a condition of your use of the Platform, you agree:

- (a) not to use the Platform for any purpose that is prohibited by these Terms;
- (b) not to participate in any Hunt if doing so is unlawful under applicable law, or prohibited by these Terms;
- (c) not to use the Platform if doing so is unlawful in your jurisdiction;
- (d) not to use or access, or attempt to use or access, an Account which is not your own;
- (e) not to transfer, assign, or rent out your Account to any other person;
- (f) not to falsely state or misrepresent the origin of any User Content (defined below) provided by you;
- (g) not to use the Platform or participate in any Hunt if you are below the age of sixteen (16);
- (h) not to impersonate any person or entity or falsely state or misrepresent your affiliation with a person or entity;
- (i) not to use scrapers, indexing tools, or other automated tools for the purposes of data mining or surveying on the Platform;
- (j) not to use bots or automated tools on the Platform (for example, you are prohibited from automating entries into Hunts);

- (k) not to mirror, frame, or link to any part of the Platform;
- (l) not to harvest or otherwise collect, use or disclose personal information about Users, including email addresses, without their prior consent and then only in compliance with applicable data protection and privacy laws;
- (m) not to inhibit any person's use or access of the Platform or impair any element of the Platform or its underlying infrastructure;
- (n) not to defame or disparage anybody or make comments of an obscene, derogatory or offensive manner or otherwise use the Platform or its content in a way that brings us or any third party into disrepute or causes us to be liable to any third party;
- (o) not to reverse engineer, decompile, copy, modify, distribute, transmit, license, sublicense, display, revise, perform, transfer, sell or otherwise make available to any third party or otherwise publish, deep-link, create derivative works from or exploit in any way the Platform or its content except as permitted by us under these Terms or as expressly provided under applicable law;
- (p) not to use the Platform to distribute viruses or malware or other similar harmful software code;
- (q) not to represent or suggest that we endorse any other business, person, product, or service unless we have separately agreed to do so in writing;
- (r) not to use the Platform to harass, inconvenience, annoy, cause nuisance, occasion violence on any person, or cause property damage;
- (s) not to use the Platform to infringe any person's intellectual property rights, including without limitation copyright, trademark, trade secret, and patent rights, or rights of publicity or privacy;
- (t) not to rent out, stream, distribute, lease, publicly perform, publicly display, transmit, broadcast, resell, modify, reproduce, prepare derivative works based upon, or otherwise exploit or commercialize the Platform except as expressly permitted by MoneyHunter Corp;
- (u) not to remove any intellectual property or proprietary property notices, including copyright and trademark notices, from the Platform;
- (v) that you are solely responsible for all costs and expenses you may incur in relation to your use of the Platform or in relation to any Hunt; and

(w) to comply with any additional posted guidelines or rules applicable to specific services or features relating to the Platform which may be posted by MoneyHunter Corp from time to time (such additional guidelines or rules are hereby incorporated by reference into these Terms);

5.6 Availability. While we make commercially reasonable efforts to ensure that the Platform is available, we do not represent, warrant or guarantee in any way the Platform's continued availability at all times or uninterrupted use by you of the Platform. You acknowledge that access and use of the Platform may be subject to bugs, malfunctions, delays, and downtime. You recognize that, due to the nature of the internet and electronic devices, your access and use of the Platform may be inhibited or affected by factors outside of our control. Availability of the Platform is subject to your continued access to sufficient internet and/or data services.

5.7 Accuracy of Content. Although MoneyHunter Corp reserves the right to monitor, edit, review or remove content from the Platform, we do not represent, warrant or promise (whether expressly or by implication) that any content is or remains available, accurate, complete and up to date, free from bugs, errors or omissions or fit or suitable for any purpose. Any reliance you may place on the information on the Platform is at your own risk and we may suspend or terminate operation of the Platform at any time at our sole discretion. Nothing in these Terms shall operate to prejudice any mandatory statutory requirement or your statutory rights. Content on the Platform does not constitute technical, financial, tax, medical or legal advice or any other type of professional advice and should not be relied on for any purposes.

5.8 Responsibility for Expenses. You are solely responsible for all costs, expenses, and liabilities connected to your access and use of the Platform. Without limiting the generality of the foregoing, you are responsible for (a) your internet, wireless, and data costs incurred in connection with your use or access of the Platform, participation in a Hunt, or receipt or use of a Prize; (b) obtaining and maintaining any device or other hardware or software you use to access and use the Platform or any Hunt or prize.

5.9 Limitations. We do not guarantee that the Platform will work on all hardware. You are solely responsible for obtaining and maintaining compatible devices necessary to access and use the Platform, as updated from time to time.

5.10 Taxes. You are responsible for all tax law compliance related to your participation in a Hunt, and you are responsible for paying all taxes applicable to your participant in a Hunt or winning of a Prize. If you are a winner, you agree to cooperate with MoneyHunter Corp’s reasonable requests in connection with tax filings and other tax law compliance related to your receipt of a prize.

5.11 MoneyHunter Corp Initiated Bans. MoneyHunter Corp may, in MoneyHunter Corp’s sole arbitrary discretion, permanently or temporarily ban any User from any or all Hunts, or the Platform as a whole. In such a circumstance, until the ban is lifted, the banned User is prohibited from entering any Hunts from which they have been banned.

6. PAYMENT

6.1 Charges. You acknowledge and agree that your use of certain services on the Platform, such as entering a Hunt, may result in charges to you, plus applicable taxes (“**Charges**”). For example, if you enter a Hunt by paying the Entry Fee, you will be charged the amount of the Entry Fee. When you enter a Hunt with an Entry Fee, you agree to pay the applicable Charges without delay. Unless otherwise specified, the Entry Fee must be paid in full and received by MoneyHunter Corp prior to our acceptance of your entry into a Hunt.

6.2 Payment. By providing a payment method, such as a credit card, that is accepted by us, you represent and warrant that you are authorized to use such payment method and that you authorize us (or our third-party payment processor) to charge your payment method for all applicable Charges. If we, or our third-party payment processor, are unable to verify your payment method, or if it is otherwise invalid or not acceptable, your Hunt entry may be suspended or cancelled. You remain responsible for any uncollected amounts related to any failure to properly charge your payment method.

6.3 Entry Fee. When you participate in Hunt, any Entry Fee for such Hunt represents a “Platform Fee” to MoneyHunter Corp made solely for facilities provided by MoneyHunter Corp for the setting up and management of all Hunts. By participating in a Hunt and paying this Entry Fee to MoneyHunter Corp, you acknowledge that these funds are held by MoneyHunter Corp for such services and that you grant an irrevocable authority to MoneyHunter Corp to pay the winner of the Hunt the Prize associated with such Hunt. You also acknowledge that the total Entry Fees paid by entrants in any given Hunt are not paid out as Prizes. MoneyHunter Corp retains part of the Entry Fees as a service fee on all Hunts played. This fee allows for the continued operation and maintenance of the Platform and the development of additional features and content for the Platform in the future. The Prizes in each tournament represent an amount determined by MoneyHunter Corp in its absolute discretion and is subject to change without further notice to you.

6.4 Accurate Information. When incurring a Charge on Platform, you must provide accurate and complete personal information as requested by us, such as your name, address, telephone number, e-mail address, credit card information, and billing and shipping address.

6.5 Payment Processor. We may use third-party payment processors to process your payments. In that case, your payments will be subject to the terms and conditions and privacy policies of such third-party payment processors. These terms and conditions and privacy policies will be made available to you before you pay an Entry Fee or otherwise incur a Charge on the Platform. We recommend that you read these terms and conditions and privacy policies before paying the Entry Fee.

7. TRADEMARKS AND COPYRIGHT

7.1 Trademarks. MoneyHunter Corp and related words and logos are trademarks or trade-names of MoneyHunter Corp in Canada and other jurisdictions. MoneyHunter Corp is also the owner in Canada as well as other foreign jurisdictions of additional trademarks, registered and unregistered. Nothing in these Terms or on this Platform will be construed as granting or conferring, either expressly, by implication, by estoppel or otherwise, a licence or other right to you to use any such marks or names or any other intellectual property right of MoneyHunter Corp. The names of other companies, products, and services referred to on this Platform may be trademarks or trade-names of their respective owners. Any unauthorized use of the trademarks or trade-names of MoneyHunter Corp or of third parties is strictly prohibited.

All third-party trademarks referred to on the Platform belong to their respective owners.

7.2 Copyright. The materials provided on the Platform including, without limitation, all portions of the Platform, content, site design, text, graphics and the selection and arrangement thereof, are protected by copyright. All rights reserved. Title to MoneyHunter Corp materials remains with MoneyHunter Corp and any unauthorized use of such materials is strictly prohibited. MoneyHunter Corp reserves the right to take such steps as it deems necessary, including legal action, to enforce its rights under trademark and copyright law.

7.3 App License. Subject to and conditional on your compliance with these Terms, MoneyHunter Corp hereby grants you a limited non-exclusive, non-sublicensable, non-transferable, revocable license to: (a) access and view the Platform and User Content; and (b) download, install, and use the Application on your mobile device for the limited purpose of facilitating your personal use of the Platform.

7.4 Infringement Reports. As copyright holders ourselves, we respect copyright holders' rights and will quickly respond to any claims of copyright infringement reported on our Platform. If you find anything on our Platform that you believe infringes your copyright or the copyrights of a person you are authorized to represent, please report the alleged infringement to us at techsupport@moneyhuntercorp.com.

8. USER GENERATED CONTENT

8.1 User Content. Portions of this Platform may allow Users to post and exchange information and content (such information and content, "**User Content**"), such as images, text, audio, video, and ideas for Hunts, but MoneyHunter Corp does not screen, edit or review any User Content before it is posted or transmitted. Subject to these Terms, you retain the copyright and any other rights you already hold in User Content. By submitting or otherwise posting User Content on our Platform, you grant MoneyHunter Corp a worldwide, non-exclusive, perpetual, irrevocable, fully-paid up, royalty-free, assignable, transferable, and sub-licensable (through multiple tiers) licence to exploit, use, access, store, reproduce, adapt, translate, publish, publicly perform, publicly display, modify, repost, sublicense, create derivative works from, and distribute your User Content, subject to these Terms, without any notice or compensation to you or any other person (the "**User Content Licence**"). You confirm, represent, and warrant to MoneyHunter Corp that you have all the rights, power, and authority necessary to grant the User Content Licence and that any User Content you submit to us or otherwise post on the Platform is and shall be your own original work or work which you are authorized to supply to us. When you submit or post any User Content on our or through our Platform, and you are the author of such User Content, you irrevocably and unconditionally waive all moral rights you may now or in the future have in any such User Content.

Please note that User Content on the Platform does not necessarily reflect the views of MoneyHunter Corp, and MoneyHunter Corp disclaims all responsibility for any such User Content and for any losses or expenses resulting from their use or appearance on this Platform.

8.2 Responsibility. You understand that all User Content, whether publicly posted or privately transmitted when posting, sharing, displaying, sending or submitting material using the Platform, is the sole responsibility of the person from whom it originated. This means that you, and not MoneyHunter Corp, are entirely responsible: (i) for all User Content that you upload, post, email, transmit, or otherwise make available via the Platform; and (ii) for ensuring that all User Content is accurate, lawful, and does not include misleading information or infringe or violate anyone’s rights. MoneyHunter Corp does not control the User Content posted via the Platform and, therefore, does not guarantee the accuracy, integrity, or quality of any User Content. You therefore agree that you will not hold MoneyHunter Corp responsible or liable for any inaccuracies or for any errors or omissions in any User Content, or for any loss, injury or damages of any kind incurred as a result of the use of or reliance upon any User Content posted, emailed, transmitted, or otherwise made available via the Platform.

8.3 Removal of Content. You acknowledge that MoneyHunter Corp does not pre-screen, monitor, or modify User Content, but that MoneyHunter Corp has the right (but not the obligation) to refuse, remove, modify, or delete any User Content that is available via the Platform that violates these Terms, or is otherwise objectionable, in our sole and arbitrary discretion. You acknowledge and expressly consent to MoneyHunter Corp accessing, preserving, and disclosing your Account information and User Content if required to do so by law or if in good faith MoneyHunter Corp believes that such access, preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms; (c) respond to claims that any User Content violates the rights of third-parties; (d) respond to your requests for customer service; or (e) protect the rights, property, or personal safety or security of MoneyHunter Corp, or our affiliates, staff, users, or the public.

8.4 Ownership of Derivative Content. MoneyHunter Corp owns all data, information, materials, works, and content derived or created from User Content (“**Derivative Content**”). For greater certainty, and without limiting the generality of the foregoing, if you submit an idea for Hunt (an “**Idea**”) to MoneyHunter Corp through the Platform, and MoneyHunter subsequently incorporates the Idea, or part of the Idea, into a future Hunt (the “**Future Hunt**”), MoneyHunter Corp will be the sole owner of the data, information, materials, works, and content comprising the Future Hunt, and you will have no right, title, or interest in or to the Future Hunt, or the proceeds thereof, whatsoever.

8.5 Feedback. We value your visit to this Platform and welcome any questions, comments or feedback you might have about this Platform, these Terms, the Hunts or any of the products or services offered by MoneyHunter Corp ("**Feedback**"). That said, the Platform is not a secure means of communication and any information or content you supply to us will not be kept confidential. For that reason, you should not submit or send to us any patentable ideas or patent applications, advertising or marketing suggestions, know-how, trade secrets, prototypes or any information, written or oral, which you regard as confidential or commercially sensitive or valuable (collectively referred to as "**Unwanted Submissions**"). While we value your feedback, you agree not to submit any Unwanted Submissions. We shall not be subject to any obligation of confidentiality nor be liable for any use and/or disclosure of such submissions. You agree we are free to use your Unwanted Submissions as we see fit without any liability owed to you.

8.6 License to Feedback and Submissions. If you provide Feedback, or Unwanted Submissions, you grant MoneyHunter Corp a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, transferable, and fully sub-licensable right to use, reproduce, publish, distribute, publicly display, publicly perform, translate, adapt, modify, telecommunicate, rent out, commercialize, monetize, and create derivative works from the Feedback or Unwanted Submissions in any way and for any purpose without providing any compensation to you or any other person. You also grant MoneyHunter Corp the right to use the name you submit with the User Content or Feedback, if any, in connection with MoneyHunter Corp's rights hereunder.

8.7 Third Party Rights Warranty. You represent, warrant, and covenant to MoneyHunter Corp that your User Content, Feedback, and Unwanted Submissions do not violate the privacy rights, intellectual property rights, personality rights, or any other rights, of any person.

9. THIRD PARTY SERVICES AND CONTENT

9.1 Third Party Content. From time to time we may link to other websites or provide third-party content on our Platform solely as a convenience to you. These links do not imply an endorsement of any linked websites or an affiliation with their owners or operators. MoneyHunter Corp has no control over the content of any linked website and your use of such website may be subject to a third-party's terms and conditions and privacy policy. The content on third-party websites is the sole responsibility of the owner or operator of the linked website.

Additionally, our Platform or content may be available through third party providers. We do not control such third parties. When accessing the Platform through a third party, your use of the Platform may also be subject to the terms and conditions, and privacy policy, of such third party. We do not warrant, endorse, guarantee, provide any conditions, warranties, or representations, or assume any responsibility or liability for any information, content, product, or service advertised, offered, made available, or performed by any third party unless we expressly say so and we will not be a party to any transaction that you may enter into with any such third party.

10. REPRESENTATIONS AND WARRANTIES

10.1 Your Representations and Warranties. In addition to and not in derogation of any other representations and warranties you provide to us in these Terms, you represent and warrant to us that:

- (a) You are no younger than sixteen (16) years old;
- (b) If you are not yet at the age of majority in your jurisdiction, your parents or guardians have authorized your use of the Platform;
- (c) All information in your Account, and any other information you provide us (including via a Third-Party Site login), is true, accurate, current, and complete, including, without limitation, your age and residency information;
- (d) you are using the Platform in a jurisdiction where access to, and use of, the Platform (or any part thereof) is not prohibited or illegal;
- (e) your User Content does not violate the privacy rights, personality rights, intellectual property rights, or any other rights, of any person;
- (f) you have all authorizations and licenses necessary to post your User Content on the Platform and to grant us the license thereto;
- (g) you understand the contents of these Terms and have had the opportunity to obtain legal advice with respect to these Terms before agreeing to it;
- (h) you have the written consent, release and/or permission of every identifiable individual person appearing or referenced in your User Content to use his/her name and/or likeness;

- (i) you have the capacity and authority to enter into, execute, and perform your obligations under, these Terms;
- (j) you have provided accurate and complete information on your Account registration form and will keep such information updated and current; and
- (k) participation in a Hunt is lawful in your jurisdiction.

11. DISCLAIMER OF WARRANTIES & LIMITATIONS OF LIABILITY

11.1 DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOU USE THE PLATFORM (WHICH INCLUDES WITHOUT LIMITATION THE HUNTS) AT YOUR OWN RISK. THE PLATFORM IS PROVIDED “AS IS” AND “AS AVAILABLE.” TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THESE TERMS, MONEYHUNTER CORP HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND MONEYHUNTER CORP SPECIFICALLY DISCLAIMS ALL IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, MONEYHUNTER CORP MAKES NO WARRANTY OF ANY KIND THAT THE PLATFORM, SERVICES, HUNTS, MONEYHUNTER CORP MATERIALS, CONTENT, USER CONTENT, THIRD-PARTY CONTENT, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS OR EXPECTATIONS, OPERATE WITHOUT INTERRUPTION, BE ORIGINAL, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL THIRD PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD PARTY MATERIALS IS STRICTLY BETWEEN YOU AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD PARTY MATERIALS. WE CANNOT GUARANTEE THAT THE PLATFORM WILL FUNCTION WITHOUT ERRORS, INTERRUPTION, OR DOWNTIME.

11.2 LIMITATION OF LIABILITY. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MONEYHUNTER CORP OR ITS DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, JOINT VENTURES, LICENSORS (EXCEPT OTHER USERS), AGENTS, AFFILIATES, SUCCESSORS, ASSIGNS, OR SUBSIDIARIES (COLLECTIVELY, THE “**REPRESENTATIVES**”) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR

:

- (a) YOUR USE OF OR RELIANCE ON THE PLATFORM;
- (b) YOUR INABILITY TO ACCESS OR USE THE PLATFORM DUE TO ANY CAUSE;
- (c) ANY HUNT;
- (d) ANY TRANSACTION, CONTRACT, RELATIONSHIP OR ENGAGEMENT YOU HAVE WITH ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, OTHER USERS);
- (e) ANY SERVICES OR GOODS YOU REQUEST OR RECEIVE THROUGH THE PLATFORM;
- (f) YOUR RELIANCE ON CONTENT, THIRD-PARTY CONTENT, USER CONTENT, OR INFORMATION MADE AVAILABLE ON THE PLATFORM;
- (g) PRODUCTS OR SERVICES SOLD OR MADE AVAILABLE THROUGH THE PLATFORM;
- (h) THE ACTS OR OMISSIONS OF ANY USERS;
- (i) ANY ACT YOU MAKE OR FAIL TO MAKE AS A RESULT OF YOUR USE THE PLATFORM; OR
- (j) ANY OTHER MATTER RELATING TO THE PLATFORM.

11.3 Liability Cap. WITHOUT LIMITING SECTION 11.2, IN NO CIRCUMSTANCE WILL MONEYHUNTER CORP OR THEIR REPRESENTATIVES AGGREGATE LIABILITY EXCEED THE AMOUNT OF THE ENTRY FEE IN ALL CASES.

11.4 Security Breach. MoneyHunter Corp strives to keep your **personal information, User Content, and Account** safe from security breaches; however, we cannot guarantee the safety or security of your personal information, User Content, or Account. **BY USING THE PLATFORM OR THE SERVICES, OR PARTICIPATING IN A HUNT, YOU AGREE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TO RELEASE MONEYHUNTER CORP AND ITS REPRESENTATIVES FROM ALL AND ANY LIABILITY FOR ANY HARM, INJURY, LOSS, OR DAMAGES SUFFERED BY YOU AS A RESULT OF A SECURITY BREACH, FAILURE, OR SHORTCOMING OF THE PLATFORM.** If you believe that a security breach is occurring, or will occur, you must notify us immediately.

11.5 Limitation. Notwithstanding any other provision of these Terms, if applicable law limits or prohibits the application of sections 11.1 to 11.4, then MoneyHunter Corp and its Representatives' liability will be limited and excluded to the maximum extent permissible.

11.6 General Indemnification. You agree to defend, indemnify, and hold harmless MoneyHunter Corp and its Representatives from and against any and all third party claims, proceedings, suits, disputes, demands, threats, actions, obligations, liabilities, costs (including legal and accounting fees), damages, losses, penalties, fees, expenses, and injuries arising or resulting from:

- (a) your use of the Platform;
- (b) your receipt of or failure to receive a Prize;
- (c) your participation in or ability to participate in a Hunt;
- (d) your breach of these Terms;
- (e) any violation of any right of, or harm or loss of, any person caused by you;
- (f) your violation of any law, regulation, order, or by-law.

MoneyHunter Corp reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you and you shall not in any event settle any matter without the prior written consent of MoneyHunter Corp. You will co-operate as fully as reasonably required in the defense of any indemnified claim.

11.7 Local Laws. You are subject to all laws of the province, state, and/or country in which you reside and from which you access the Platform, and are solely responsible for obeying those laws. You agree MoneyHunter Corp and its affiliates cannot be held liable if laws applicable to you restrict or prohibit your participation. MoneyHunter Corp and its affiliates make no representations or warranties, implicit or explicit, as to your legal right to participate in any Hunt offered on the Platform nor shall any person affiliated, or claiming affiliation, with MoneyHunter Corp and its affiliates have authority to make any such representations or warranties.

MoneyHunter Corp and its affiliates reserve the right, but not the obligation, to monitor the location from which you access the Platform and to block access from any jurisdiction in which participation is illegal or restricted.

11.8 Reliance. You understand and agree that we are making the Platform available to you in reliance upon the limitations and exclusions of liability, indemnities, release, and the disclaimers set forth herein and that the same form an essential basis of the contract between you and us. You agree that the limitations and exclusions of liability, indemnities, and the disclaimers set forth herein will survive, and continue to apply in the case of a fundamental breach or breaches of, the failure of essential purpose of contract, the failure of any exclusive remedy or the termination, suspension, or cancellation of your Account or suspension or termination of use of, or access to, Platform.

12. TERMINATION

12.1 Termination of Your Account. You may terminate your Account at any time by selecting the “Forget Me” button from the dropdown menu on the Platform. We may terminate your Account if you breach these Terms or for any other reason whatsoever in our sole discretion.

12.2 Effect of Account Termination. If we or you terminate your Account, you will lose access to all information and materials that were stored in your Account. Additionally, you will lose the ability to use certain features of the Platform, including the ability to participate in Hunts. If you are an entrant in any active Hunt, and your Account has been terminated, you will immediately be disqualified from such Hunt. Although your Account is terminated, we reserve the right to retain information and content associated with your Account for purposes of archive, back-up, audit, and investigation, and also for legal compliance. To completely delete your Account, you must make a specific deletion request to techsupport@MoneyHunterCorp.com Deleting your Account will not release you from any prior obligations incurred hereunder.

12.3 Termination of Platform. MoneyHunter Corp may terminate these Terms or stop providing the Platform to you at any time in its sole discretion.

13. DISPUTES

13.1 Arbitration. If the courts in your province, state, or country will not permit you to consent to binding arbitration, then any legal suit, action, or proceeding arising out of or related to these Terms will be instituted exclusively in the courts of the Province of British Columbia, Canada, and you irrevocably submit to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Otherwise, you agree that in the event of any dispute between you and MoneyHunter Corp arising out of or relating to these Terms (which includes, without limitation, the Hunt Rules), the Platform, Hunts, or the relationship between MoneyHunter Corp and you, that you and MoneyHunter Corp shall consult and negotiate with each other and, recognizing your mutual interests, attempt to reach a solution satisfactory to both you and MoneyHunter Corp. If you and MoneyHunter Corp do not reach settlement within a period of 60 days, then such dispute shall be referred to and finally resolved by mandatory and binding arbitration under the International Commercial Arbitration Rules of Procedure of the British Columbia International Commercial Arbitration Centre. The appointing authority shall be the British Columbia International Commercial Arbitration Centre. The case shall be administered by the British Columbia International Commercial Arbitration Centre in accordance with its Rules. The place of arbitration shall be Vancouver, British Columbia, Canada. The number of arbitrators shall be set to one unless otherwise required by the Rules. The language of the arbitration will be English. The existence and content of the arbitration proceedings, including documents submitted by the parties, correspondence to and from the

British Columbia International Commercial Arbitration Centre, correspondence to and from the arbitrator, and orders and awards issued by the sole arbitrator, shall remain strictly confidential and shall not be disclosed to any third party (except for professional advisors) without the express written consent from the other party unless: (a) (i) the disclosure to the third party is reasonably required in the context of conducting the arbitration proceedings; and (ii) the third party agrees unconditionally in writing to be bound by the confidentiality obligation stipulated herein; or (b) such disclosure is required by applicable law or court order. Notwithstanding the foregoing, MoneyHunter Corp may seek injunctive or other equitable relief to protect its rights, and for any other purpose, in any court of competent jurisdiction.

You may opt out of the above arbitration clause. If you opt out, then neither you nor we will be able to require the other to participate in arbitration for the purposes of resolving any dispute, claim or controversy between you and MoneyHunter Corp arising out of or relating to these Terms, the Platform, Hunts, or the relationship between MoneyHunter Corp and you. To opt out, you must, within 30 days of accepting these Terms, deliver to MoneyHunter Corp a clear written statement indicating that you wish to opt out of the arbitration provisions in these Terms. The statement must contain: (a) your name; (b) your address; (c) your telephone number; (d) your email address; and (e) your Account name (if any). The opt-out statement must be delivered to the following address:

MoneyHunter Corp Inc.

techsupport@moneyhuntercorp.com

If you opt out of the arbitration clause in the manner provided above, then, unless the first sentence of this section 13.1 applies to you, you irrevocably agree that the courts of British Columbia will have exclusive jurisdiction to settle any dispute, claim, or controversy arising out of or related to these Terms, the Platform, Hunts, or your relationship with MoneyHunter Corp.

13.2 Waiver. You agree to waive any right you may have to commence or participate in any class action against MoneyHunter Corp related to any claim and, where applicable, you also agree to opt out of any class proceedings against MoneyHunter Corp. Where applicable, if a dispute arises between us and you, you waive any right you may have to participate in a trial by jury with respect to that dispute.

14. GENERAL

14.1 Survival. **Articles and Sections** 1.7, 5.7, 5.8, 5.10, and 6 to 14 and all other provisions of these Terms which must survive termination of these Terms to fulfill their purpose will survive termination of these Terms or the termination or deletion of your Account.

14.2 Entire Agreement. These Terms, which incorporate the Privacy Policy and any applicable Hunt Rules by reference, constitutes the entire agreement between you and MoneyHunter Corp with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

14.3 Supplemental Contracts. **Notwithstanding** section 14.2 of these Terms, your use of the Platform is subject to any other written and duly executed contracts you may have with MoneyHunter Corp (a “**Supplemental Contract**”). In the case of any conflict between these Terms and a Supplemental Contract, the terms of such Supplemental Contract shall prevail.

14.4 Assignment. We may assign these Terms in part or in their entirety, including our rights, interests, and obligations hereunder, without notice to you or your consent. These Terms are personal to you and you may not assign these Terms nor your rights, interests, or obligations under these Terms to any person.

14.5 Governing Law. The courts in some countries or provinces will not apply the law of British Columbia to some types of disputes. If you reside in one of those countries or provinces, then where British Columbia law is excluded from applying, your country or province’s laws will apply to such disputes related to these Terms. Otherwise, these Terms are governed and interpreted pursuant to the laws of the Province of British Columbia, Canada and the federal laws of Canada applicable therein, without regard to principles of conflicts of law that would impose the law of another jurisdiction. You agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.

14.6 No Waiver. Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. No waiver of a breach of these Terms will constitute a waiver of any other breach of these Terms.

14.7 Waiver & Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of these Terms invalid or otherwise unenforceable in any respect. If any provision of these Terms is held to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of these Terms or

invalidate or render unenforceable such provision in any other jurisdiction.

14.8 Headings. Headings are for convenience only and shall not affect the interpretation of these Terms.

14.9 Currency. All transactions on the Platform are displayed and charged in United States dollars, unless specifically states otherwise. If monetary amounts are expressed in another currency, those amounts will be converted using the applicable exchange rate on the day payment is made.

14.10 Language. The parties acknowledge that they have required that the Terms, and all related documents (including all Hunt Rules and the Privacy Policy) be prepared in English. *Les parties reconnaissent avoir exigé que les présentes modalités de vente et tous les documents connexes soient rédigés en anglais.* If these Terms are translated into another language, the English language text shall in any event prevail. Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders. Where the word “including” or “includes” is used in these Terms, it means “including (or includes) without limitation”.

14.11 Enurement. These Terms will enure to the benefit of and be binding upon the parties to these Terms and their respective successors, heirs and permitted assigns

14.12 Notice. MoneyHunter Corp may give notice to you by email, letter, or SMS to the applicable address or number you provide on your Account or by notice posted on the Platform. You may provide notice to us by email to manager@moneyhunter.ca.

14.13 Further Assurance. You agree to provide such further documents or instruments, and take such further actions, reasonably requested by MoneyHunter Corp, to effect the purposes of these Terms and carry out its provisions.

14.14 Force Majeure. In no event will MoneyHunter Corp be liable or responsible to you, or be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing any term of these Terms, when and to the extent that such failure or delay is caused by any circumstances beyond MoneyHunter Corp's reasonable control, including acts of God, flood, fire, public health emergency, earthquake, tsunami, explosion, war, terrorism, invasion, pandemic, riot or other civil unrest, embargoes or blockades in effect on or after the date of these Terms, national or regional emergency, strikes, labour stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, including restrictions passed as a result of a public health emergency, imposing an export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation.