

**TERMS AND CONDITIONS OF SALE AND USE
("TERMS")**

Thank you for your interest in purchasing Social Distancer Technologies Inc. (hereinafter "we", "us", "our" or "Social Distancer") products. We value your business and hope to make your purchasing experience as smooth as possible.

PLEASE READ THESE TERMS CAREFULLY AS THEY APPLY TO ALL TRANSACTIONS FOR THE PURCHASE OF PRODUCT FROM SOCIAL DISTANCER. NOTWITHSTANDING ANYTHING TO THE CONTRARY, ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS WHICH APPEAR ON ANY PURCHASE ORDER, INQUIRY, REQUEST FOR PRODUCT OR OTHER DOCUMENT SUBMITTED BY YOU, WILL NOT BECOME PART OF THE CONTRACT OF SALE BETWEEN US, UNLESS SPECIFICALLY AGREED TO IN WRITING BY AN AUTHORIZED SOCIAL DISTANCER REPRESENTATIVE.

A. GENERAL BACKGROUND AND ADVISORY

Social Distancing has developed a certain product and related services that assist in receiving information related to social distancing monitoring. You wish to use the product or provide the product to your employees/others and hereby agree to these Terms.

Not a Replacement: Please understand that the product is not a replacement for social distancing or any social distancing guideline(s) provided by local authorities and any government department responsible for health policy in your province, state or country. Use of the product should be in combination with other guidelines and it should not be used as an alternative.

No Guarantees: While the product is designed to provide reasonable alerts, it may not always be possible for the product to respond with perfect accuracy or even work in all environments. Signal strength varies based on positioning as well as due to signal attenuation and signal interference. It is also possible for the product to fail during use due to battery failure or other possible conditions that are known or unknown. As a result, you assume the sole and complete liability for such use and hereby waive any claim or demand against Social Distancer in connection therewith.

Beta Test: The product you purchase may still be in beta testing. Please pay particular attention to the limited warranty provided for beta products. You hereby acknowledge and agree that all feedback, comments, and suggestions for improvements that you provide, if any will be the sole and exclusive property of Social Distancer Technologies Inc.

Upgrades: Social Distancer has the unrestricted right, but not the obligation, to update, upgrade and supplement the services provided. Support services to the product shall be provided as determined by Social Distancer.

Social Distancer only authorizes your use and purchase of the product in reliance upon these Terms. Do not purchase any product if you are not in agreement with these Terms.

Privacy Policy: Social Distancer's Privacy Policy also governs your use of the website. Please read our [Privacy Policy](#) carefully for important information about our privacy practices.

B. ORDERING

1. You may place an order to purchase a product advertised for sale by Social Distancer, whether on our website or otherwise. All orders placed by you are subject to acceptance by us. We may choose not to accept your order for any reason and will not be liable to you or to anyone else in those circumstances. Also, if your order includes products which are not available from stock, we will contact you to provide you the option to either wait until the products are available from stock or cancel your order.

2. These Terms together with our quotation and our acknowledgement comprise the complete agreement between you and Social Distancer ("Agreement"). The Agreement is and shall be the complete and exclusive contract between us with respect to your purchase of the products.

3. Unless we have expressly agreed to provide you credit, we will not accept your order until you have paid for it in full. Payment can be made by most major credit/debit cards by completing the relevant details on the checkout page. By using a credit/debit card to pay for your order, you warrant and confirm that the card being used is yours or, if not yours, you are authorized to use such card. All credit/debit card transactions are subject to validation checks and authorization by the card issuer. If the issuer of your card refuses to authorize payment, we will not accept your order. We will not be obliged to inform you of the reason for the refusal, and we will not be liable for non-delivery. We are not responsible for your card issuer or bank charging you as a result of our processing of your credit/debit card payment in accordance with your order.

4. If credit is provided, we will invoice you for the product price and all other charges due when we ship you the products. Payment is due within 30 days from your receipt of invoice. Each order is a separate transaction, and you may not off-set payments, including from one order against another. We reserve the right at any time and at our sole discretion to decide not to allow further credit and require you to make full or partial payment in advance of future deliveries.

5. If you are late in making payment you will be charged interest at the rate of 1.5% per month, or, if less, the maximum amount allowed by law and will also include our reasonable costs of collection (including, without limitation, collection agency fees and attorneys' fees). Time is of the essence with respect to your payment obligations hereunder and we also reserve the right to cancel or stop delivery of products in transit and withhold shipments in whole or in part if you do not pay us when due, or if you otherwise do not perform your obligations in this Agreement.

C. PRICE AND DELIVERY

6. Prices may change at any time prior to, but not after, acceptance of your order. All prices are quoted in United States Dollars, unless otherwise indicated.

Delivery charges, where applicable, are set out in the Delivery information provided.

7. Product prices do not include any taxes (including VAT), duties, levies or other government fees that may apply to your order. If they apply, it will be your responsibility to pay them. If we pay them, we will add them to your invoice. If you claim any exemption, you must provide a valid, signed certificate or letter of exemption for each respective jurisdiction.

8. You are also responsible for standard delivery and handling charges, if applicable, and our product prices do not include such charges unless expressly stated. If we pay such charges, we will also add these to your invoice. Our prices do not include any charges for installation and insurance charges. We may, in our discretion, make partial shipments.

9. Excluding software incorporated within or forming part of a product, title and risk of loss shall pass to you upon delivery of the products by us to the applicable common carrier, unless as otherwise agreed upon in writing by us.

10. Force Majeure. We assume no responsibility for delivery delays due to Force Majeure. Force Majeure shall include any act, occurrence or omission (or other event) which is beyond the reasonable control of Social Distancer, but not limited to: pandemics, fires, explosions, accidents, strikes, lockouts or labour disturbances, floods, droughts, earthquakes, epidemics, seizures of cargo, virus outbreaks affecting supply chains, wars (whether or not declared), civil commotion, acts of God or the public enemy or shortages or curtailments or cessation of supplies of raw materials. In no circumstances shall problems with making payments constitute Force Majeure.

D. CANCELLATION AND RISK OF LOSS

11. Once you have placed your order, you cannot cancel or change it without our written consent, which shall be at our sole discretion.

12. Products are recommended to be insured by you against all risks in an amount equal to at least the unpaid portion of the purchase price. In case of loss, damage, destruction or theft, in whole or in part, we will have no obligation to credit, replace or repair the product.

F. SOFTWARE LICENSE

13. With respect to any software products incorporated in or forming a part of our products, you understand and agree that we are licensing such software products and not selling them, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "you" is understood and agreed to mean "licensee". We, or our licensor(s), as applicable, retain all rights and interest in software products we provide to you.

14. License. We hereby grant to you a royalty-free, revocable, non-exclusive, nontransferable license, non-sublicensable right to use software provided to you under this Agreement solely for the purpose of using the products we provide you hereunder, and to use the related documentation solely in association with the products. This license will automatically terminate when your lawful possession of and right to use the products provided hereunder ceases, unless earlier terminated as provided in this Agreement.

15. Restrictions. You agree to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. You hereby agree not to disassemble, decompile or reverse engineer, copy, modify, enhance, translate, loan, sublicense, decrypt or otherwise change or supplement the software products provided hereunder without our prior written consent. The license provided herein will automatically terminate if you fail to comply with any term or condition provided herein.

16. Third Party Software. The warranty and indemnification provisions set forth in this Agreement will not apply to third party owned software products provided to you.

G. WARRANTY

17. You acknowledge that the product is currently in beta testing and being provided "AS IS" and without any warranties whatsoever. Social Distancer does not warrant that the product will be uninterrupted, reliable, accurate, available, error free, and free from unauthorized access. You acknowledge and agree that you should not rely on the Product or related services for any reason. Use of the product and related services, including use of any analysis or information provided in connection thereto, shall be at your sole risk and liability.

18. Once a non-beta version becomes available, Social Distancer intends to warrant to the original purchaser that the product is new and shall be free from defects in materials and workmanship under normal use for a period of one (1) year from the date of purchase, except that if you reside in the European Economic Area (EEA) and you purchased your product in the EEA, the warranty period is two (2) years from the date of purchase ("Warranty Period"). At such time, if a defect arises and a return authorization request is received within the applicable Warranty Period, we will, at our option and to the extent permitted by law, either (a) repair the product at no charge, using new or refurbished replacement parts or (b) replace the Product. In the event of such a defect, to the extent permitted by law, these are your sole and exclusive remedies. Shipping and handling charges may apply except where prohibited by applicable law. Any replacement product will be warranted for the remainder of the original Warranty Period or thirty (30) days, whichever is longer, or for any additional period of time that may be required by applicable law.

19. The warranty referred to in Section 18 above does not apply to (a) normal wear and tear; (b) accident, disaster or event of Force Majeure; (c) your misuse, fault or negligence; (d) causes external to the products such as, but not limited to, power failure or electrical power surges; (e) products sold as "beta" products; or (f) installation, removal, use, maintenance, storage, or handling in an improper, inadequate, or unapproved manner by you or any third party. ADDITIONALLY, ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN US WITHOUT OUR PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS WE HAVE NOT SUPPLIED, WILL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS.

20. If we determine that products for which you requested warranty services are not covered by the warranty, or if we provide repair services or replacement parts that are not covered by this warranty, you agree to pay or reimburse us for all costs of investigating and responding to such request at our then prevailing time and materials rates.

21. THE WARRANTIES AND REMEDIES CONTAINED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING ANY LIABILITY ARISING UNDER ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, BOTH OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. YOU HEREBY ACKNOWLEDGE THAT THE PRODUCTS ARE NOT GUARANTEED TO BE ERROR-FREE OR TO ACCOMPLISH ANY PARTICULAR RESULT.

22. OUR WARRANTIES EXTEND ONLY TO YOU, THE ORIGINAL PURCHASER AND YOU CANNOT TRANSFER THEM.

H. RISK OF USE, LIABILITY AND INDEMNITY

23. You assume all risk and responsibility related to the use of the product and acknowledge the following: The product (a) is not designed for use in safety-critical applications or other applications where a failure of a product could cause personal injury or death; (b) is NOT a safety device and should not be relied upon as a safety device. If you intend to use the products to assist with safety or as a person or property damage prevention tool, you do so at its own risk and assume all responsibility for any resulting damage, injury, or expense; (c) is not designed for use in military or aerospace applications or environments. All materials used by you with the products shall be in compliance with all laws and satisfy current governmental and safety constraints on restricted, toxic and hazardous materials as well as environmental, electrical and electromagnetic considerations applicable.

24. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY SUGGESTION TO THE CONTRARY HEREIN, WE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY LEGAL THEORY (INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY OF ANY KIND) FOR ANY ERROR OR DEFECT IN THE PRODUCT OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, MULTIPLE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO ALL COSTS OF COVER, LOST PROFITS, LOST DATA, LOSS OF BUSINESS, INTERRUPTION OF BUSINESS, ECONOMIC LOSS, OVERHEAD EXPENSES, LOSS OF GOODWILL OR LOSS OF REVENUE) THAT YOU MIGHT INCUR UNDER THE AGREEMENT, OR THAT MAY ARISE FROM OR IN CONNECTION WITH OUR PRODUCTS OR SERVICES, EVEN IF WE HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES AND IRRESPECTIVE OF THE NATURE OF THE CLAIM ASSERTED.

25. OUR TOTAL LIABILITY ON ANY CLAIM FOR LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ORDER PLACED BY YOU, OR FROM OUR THE PERFORMANCE OR BREACH OF THESE TERMS AND CONDITIONS, OR FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR OR USE OF ANY PRODUCT SOLD TO YOU SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE PRODUCT THAT GIVES RISE TO THE CLAIM. IN NO EVENT SHALL SOCIAL DISTANCER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING CLAIMS FOR LOST PROFITS OR SALES. Nothing in this section or elsewhere in our Terms affects your statutory legal rights. In some jurisdictions, this limitation of liability may not apply to intentional or reckless acts or gross negligence on our part.

26. You agree to defend, indemnify, and hold harmless us and our affiliates, as well as the officers, directors, employees and agents of each, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your violation of any applicable law or breach of these Terms.

27. Canada and the United States and certain other countries control the export of products and information. You acknowledge that the products and/or any technology sold or otherwise involved hereunder may be subject to governmental export and import control laws applicable to the purchase, sale, use, export, import or other transfer of such products and/or technology. You agree to comply with such restrictions and not to export or re-export the products to countries or persons prohibited under export control laws. You are responsible for compliance with the laws of your local jurisdiction regarding the import, export, or re-export of the products.

I. INTELLECTUAL PROPERTY

28. Use Limitations. As between you and us, we exclusively own all intellectual property rights relating to our products and services. Unless we expressly state otherwise, our sale of products to you grants you only a limited, nontransferable right under our intellectual property to use the quantity of products purchased from us. No right to transfer, distribute or resell our products or any of their components is conveyed expressly, by implication, or by estoppel. Unless expressly permitted by us in writing, you will not modify, change, remove, cover or otherwise obscure any of our brands, trade or service marks on the products. Nothing in the Agreement limits our ability to enforce our intellectual property rights.

29. Commercial Applications. We give no rights to use our products in any commercial application, including manufacturing, quality control, commercial services such as reporting the results of your activities for a fee or other consideration.

30. Intellectual Property Ownership. We exclusively own all intellectual property rights in any inventions (patentable or otherwise), discoveries, improvements, data, know-how, or other results that are conceived, developed, discovered, reduced to practice, or generated by or for us, or jointly by you and us, in relation to processes, designs and methods utilized in manufacture of a custom product. You agree to transfer and assign to us all your right, title, and interest in and to any joint intellectual property. At our request and at our expense, you will help us secure and record our rights in such intellectual property. Nothing herein shall be deemed to provide to you any rights in patents, trade secrets, trade names, copyrights, logos, service marks or trademarks or other intellectual property. You acknowledge and agree not to use our name, trade name, copyrights, logos, service marks or trademarks in any manner, including, without limitation, in any press release, advertising or for promotional purposes, without our prior written consent. You shall be responsible for any breach of a third-party intellectual property rights by your employees, agents, contractors, customers, or invitees.

J. GENERAL

31. Miscellaneous

1. No Assignment. You may not delegate any duties nor assign any rights or claims hereunder without our prior written consent, and any such attempted delegation or assignment will be void. We may assign our rights and obligations to any by providing written notice to you.
2. Governing Law. The Agreement and performance under it will be governed by (a) the laws of the Province of Quebec, if you are located in the USA or Canada; or (b) the laws of the country where the selling entity (as specified on your order confirmation from us) is located, if you are not located in the USA or Canada. In the event of any legal proceeding between you and us relating to the Agreement, neither party may claim the right to a trial by jury. Any action arising under the Agreement must be brought within one year from the date that the cause of action arose. The U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded.
3. Regulatory Restrictions. In addition to the restrictions set out in these Terms: (a) you must use our products in accordance with our instructions; (b) you are solely responsible for making sure that the way you use our products complies with applicable laws, regulations and governmental policies; (c) you must obtain all necessary approvals and permissions you may need; and (d) it is solely your responsibility to make sure the products are suitable for your particular use.
4. Uncontrollable Circumstances. We will not be responsible or liable for failing to perform our obligations under the Agreement to the extent caused by circumstances beyond our reasonable control. In certain situations, we may use our reasonable judgment and apportion products then available for delivery fairly among our customers.
5. No Waiver; Invalidity. Our failure to exercise any rights under the Agreement is not a waiver of our rights to damages for your breach of contract and is not a waiver of any subsequent breach. If any provision or part of the Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of the Agreement. No person other than you or us will have any rights under the Agreement.
6. Headings. Headings are for convenience only and shall not be used in the interpretation of these Terms.
7. Confidentiality. You agree to keep confidential any non-public technical information, commercial information (including prices, without limitation) or instructions (including any gene sequences, oligo types or sequences) received from us as a result of discussions, negotiations and other communications between us in relation to our products or services.
8. Notices. Any notice or communication required or permitted under these Terms must be in writing and will be deemed received when personally delivered, or 3 business days after being sent by certified mail, postage prepaid, to a party's specified address.
9. Requirement to Reduce to Writing. No waiver, consent, modification, amendment or changes to these Terms will be binding unless in writing and signed by both of us. Our failure to object to terms contained in any subsequent communication from you will not be a waiver or modification of our Agreement.
10. Severability. Any provision of the Agreement which is prohibited, or which is held to be void or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability without invalidating any other provision or section.
11. The parties hereto expressly requested that this document be drafted in English. *Les parties aux présentes confirment leur volonté que cette convention soit rédigé en anglais seulement.*

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