End User License Agreement and Terms of Service

This End User License Agreement and Terms of Service form a legal agreement between you and MyLifeCatcher Productivity Solutions Inc. They govern your access to and use of our websites, applications, software, features, content and related services.

By creating an account, accessing or using the Platform, or purchasing a paid Plan, you agree to these Terms and acknowledge our Privacy Policy, in each case as updated from time to time in accordance with these Terms and applicable law. If you do not agree, you must not use the Platform.

Definitions

Terms means this End User License Agreement and Terms of Service.

MLC means MyLifeCatcher Productivity Solutions Inc., also referred to as “MyLifeCatcher,” “we,” “us,” or “our.”

Platform means MLC’s websites, applications, software, features, content and related services.

User Content means content or information that you create, upload, capture, store, submit or share through MLC, including notes, tasks, lists, photos, images, files, calendar information, reminders, messages, invitations, recipes, locations, audio and other materials.

Plan means a subscription or other membership arrangement that provides access to MLC features or services for one or more members.

Plan Administrator means the purchaser or other person authorized to manage a Plan, including its available seats or membership.

Circle means an MLC feature through which you may share information or collaborate with selected users or recipients.

Privacy Policy means MLC’s current privacy policy, as updated in accordance with these Terms and applicable law.

1. Eligibility and accounts

1.1 Minimum age

You must be at least 13 years of age to create or use an MLC account. As part of account creation, you must confirm that you are 13 or older, agree to these Terms, and acknowledge the Privacy Policy. MLC may retain records showing the version of the Terms and Privacy Policy accepted or acknowledged, the time of acceptance, and your 13+ confirmation.

If the laws where you live require the permission of a parent or legal guardian for you to use MLC or agree to these Terms, you are responsible for obtaining that permission before using the Platform.

MLC is not intended for children under 13, and children under 13 may not create or use an account.

1.2 Your account

You agree to provide accurate information when creating and maintaining your account and to keep your login credentials secure. Your account is personal to you. You may not sell, transfer or allow another person to use your account credentials as their own.

You are responsible for activity that occurs through your account except to the extent caused by MLC or circumstances for which applicable law makes MLC responsible. You should notify us promptly if you believe your account has been compromised.

2. Licence to use MyLifeCatcher

Subject to these Terms, MLC grants you a limited, personal, non-exclusive, non-transferable, non-sublicensable and revocable licence to access and use the Platform for its intended purposes.

Except for rights expressly granted in these Terms, MLC and its licensors retain all rights in the Platform, including its software, design, branding, interfaces, documentation, systems, features and other MLC-created materials.

You may not copy, modify, distribute, sell, lease, sublicense, reverse engineer, decompile, scrape, circumvent security controls, or otherwise exploit the Platform except as expressly permitted by law or by MLC in writing.

3. User Content: your content remains yours

You retain ownership of your User Content. These Terms do not transfer ownership of your User Content to MLC.

You grant MLC and service providers acting on our behalf a limited, worldwide, non-exclusive licence to host, copy, store, transmit, process, display, format, transform, back up and otherwise use your User Content only as reasonably necessary to operate, secure, support and improve the Platform, comply with law, and carry out the features and sharing choices you make. This licence lasts only for as long as reasonably necessary for those purposes, subject to the retention and deletion provisions in our Privacy Policy.

You represent that you have the rights needed to provide your User Content to MLC and to permit us to process it as described in these Terms and the Privacy Policy.

4. Information and content about other people

You may use MLC to add, store or share information relating to other people. You are responsible for ensuring that you have the right, authority or appropriate permission to provide, store or share that information through the Platform.

MLC does not independently verify whether you have obtained any consent or permission that may be required. You must not use MLC to collect, store, upload or share another person's information or content in violation of applicable law or that person's rights.

5. Circles, plans, invitations and sharing

MLC may offer Circles and other features that let users share information and collaborate. Content you choose to share may be visible to the users or recipients you select, subject to the controls and permissions available in the Platform.

MLC may also offer Plans that allow one purchaser or Plan Administrator to pay for or provide access to MLC for multiple members. A Plan Administrator may see who is on the Plan and manage available seats or membership, but Plan membership does not, by itself, give the administrator or other Plan members access to another member's private User Content. Access to content is governed by the Platform's sharing features, Circles, permissions and user choices.

If you invite another person to join MLC, you are responsible for having an appropriate basis to provide their contact information for the invitation. The invited person is responsible for creating and using their own account and accepting the applicable Terms and Privacy Policy.

6. Paid Plans, free trials and billing

6.1 Prices and payment

Some Platform features require a paid subscription or other payment. The price, billing frequency, included features and any applicable trial terms will be shown when you purchase. Taxes may be added where required by law.

You authorize MLC and its payment providers to charge the payment method associated with your purchase for amounts that become due under your selected Plan. Payment processing may be provided by third parties and may be subject to their terms and privacy practices.

Purchases made through an app marketplace, such as the Apple App Store or Google Play, are billed and processed by that marketplace under its terms.

6.2 Free trials

MLC may offer a free trial for eligible paid Plans. Unless otherwise stated at signup, the trial is currently intended to last 14 days. If you provide a payment method and do not cancel before the trial ends, your paid subscription may begin automatically and your payment method may be charged at the then-disclosed subscription price.

Trial eligibility, duration and availability may vary, and MLC may limit or discontinue trial offers to the extent permitted by law.

6.3 Automatic renewal

Paid Plans renew automatically at the end of each billing period unless you cancel before renewal, subject to applicable law. Your renewal price and billing frequency will be disclosed at purchase and may be updated as described below.

If your subscription is purchased through an app marketplace or other third-party billing provider, cancellation and billing may need to be managed through that provider.

6.4 Cancellation

You may cancel a paid Plan using the cancellation method made available for your purchase. Unless applicable law or the purchase terms state otherwise, cancellation stops future renewals and takes effect at the end of the current paid billing period. You may generally continue using paid features until that time.

Deleting the MLC application or deleting an MLC account does not necessarily cancel a subscription that is billed through a third-party marketplace or payment provider. You are responsible for cancelling through the applicable billing channel where required.

6.5 Refunds

Subscription fees are generally non-refundable once charged. If MLC chooses to provide a refund or credit in a particular case, that does not create an obligation to do so in other cases. Refund requests for purchases made through an app marketplace are handled by that marketplace under its refund policies.

6.6 Price and Plan changes

MLC may change prices, Plan names, included features or subscription structures from time to time. Where required by law or where a change materially affects an existing paid subscription, we will provide appropriate notice before the change takes effect. If you do not wish to continue under

a changed price or Plan, you may cancel before the applicable renewal.

7. Reasonable use and service limits

MLC is designed to support ordinary personal and household productivity use. Unless a specific feature or Plan expressly states a fixed limit, we may not display day-to-day usage limits for normal use. However, no Plan or feature should be understood as providing an absolute or unlimited entitlement to storage, uploads, artificial intelligence processing, automated requests, messaging, computing resources, bandwidth or any other resource.

To keep MLC reliable, secure, fair and economically sustainable for all users, we may apply reasonable technical, storage, rate, frequency or usage limits where usage is excessive, automated, unusually resource-intensive, inconsistent with the intended use of the Platform, or likely to impair service performance or materially increase operational risk or cost.

Where reasonably practical, we may contact you before materially restricting legitimate use and may offer an alternative Plan, feature, limit or solution. We may act immediately where necessary to protect security, users, third parties or the operation of the Platform.

We may establish or update reasonable usage thresholds from time to time. Any limits will be applied in good faith and not for the purpose of depriving users of the ordinary benefits of a Plan they have purchased.

8. Artificial intelligence and automated features

MLC may provide features that use artificial intelligence, machine learning or other automated technologies, including through third-party service providers.

AI-generated or AI-assisted output may be incomplete, inaccurate, outdated, inappropriate or unsuitable for your circumstances. You are responsible for reviewing output before relying on it or acting on it.

You must not use AI-enabled features to violate law, infringe another person's rights, misrepresent generated content in a deceptive manner, attempt to extract or reverse engineer underlying systems, or interfere with safeguards or usage controls.

MLC does not use identifiable member User Content to train general-purpose AI models, as further described in our Privacy Policy.

AI features are not a substitute for professional medical, legal, financial, emergency or other professional advice. You should obtain appropriate professional advice when the circumstances

require it.

AI features, including our assistants, may create or change content for you, such as recipes, notes, lists, plans, cooking tips and timers, scaled or converted recipes, dietary substitutions, cost estimates and potential savings. This content may be approximate, incomplete or inaccurate. Always check ingredients, allergens, cooking temperatures and doneness yourself, especially if you or anyone you cook for has an allergy, intolerance or other dietary need. AI content is not a quote, guarantee, or medical, nutritional, food safety or financial advice.

9. Acceptable use

You agree to use MLC lawfully and in a manner consistent with its intended purpose. You must not use the Platform to:

- violate applicable law or another person's legal rights, privacy, intellectual property or confidentiality;
- upload, distribute or facilitate unlawful, fraudulent, malicious, exploitative, threatening or seriously harmful content or activity;
- harass, stalk, impersonate, deceive or exploit another person;
- collect or share personal information about another person without an appropriate right or basis to do so;
- access another user's account or data without authorization;
- introduce malware, harmful code or other technology designed to damage, disrupt or compromise the Platform or another system;
- bypass or defeat security, access controls, usage limits or technical protections; use bots, scripts, scraping tools or automated processes in a manner that materially burdens the Platform or is not expressly supported by an MLC feature;
- reverse engineer, copy or commercially exploit the Platform except to the extent such restriction is prohibited by applicable law; or
- use MLC in a way that materially interferes with another user's reasonable use of the Platform or with MLC's ability to operate it.

We may investigate suspected misuse and may remove content, restrict functionality, suspend access or terminate accounts where reasonably necessary to enforce these Terms, protect users or the Platform, or comply with law.

10. Third-party services and integrations

The Platform may link to, integrate with or rely on third-party services such as payment processors, hosting providers, communications services, analytics providers, artificial intelligence services, app marketplaces and other technology providers.

MLC does not control third-party services and is not responsible for their independent acts,

omissions, availability, content or terms, except to the extent MLC is responsible under applicable law for providers acting on our behalf. Your use of a third-party service may also be subject to that provider's terms and privacy practices.

11. Feedback

If you voluntarily provide ideas, suggestions, feature requests or other feedback about MLC, you authorize us to use that feedback without restriction or compensation to you. This does not give MLC ownership of your User Content.

12. Privacy and data

Our Privacy Policy explains how we collect, use, disclose, retain and protect personal information. It forms part of the overall terms governing your relationship with MLC. The current posted version of the Privacy Policy applies to your continued use of the Platform, subject to the notice, consent and other requirements of applicable law described in that policy and in Section 19 of these Terms.

Where these Terms address User Content ownership and licences, and the Privacy Policy addresses treatment of personal information, the documents should be read together.

13. Changes to the Platform

MLC is an evolving product. We may add, modify, replace, limit or discontinue features and may make changes required for security, legal compliance, technical reasons or product development.

We will use reasonable efforts to avoid materially reducing a paid service during a prepaid billing period without appropriate notice, an alternative, credit or other remedy where required by applicable law or appropriate in the circumstances.

14. Suspension and termination

You may stop using MLC at any time and may request account deletion in accordance with the Privacy Policy. When deletion is requested, the account is hidden immediately and remains recoverable for 30 days. At the end of that recovery period, the account and associated data are deleted from active systems, subject to the limited retention and backup processes described in the Privacy Policy.

We may suspend, restrict or terminate your account or Plan, including access for the Plan Administrator and all members covered by that Plan, if you or a covered member materially breach these Terms, engage in fraud, abuse or unlawful activity, fail to pay amounts due, create a security or legal risk, misuse the Platform, or if suspension or termination is reasonably

necessary to protect MLC, users or third parties.

Where appropriate and reasonably practical, we will provide notice and an opportunity to address the issue before taking action. We may act immediately where necessary to protect MLC, the Platform, users or third parties, or where required by law.

Account deletion and retention of information following termination are governed by the Privacy Policy. Certain provisions of these Terms that by their nature should continue — including ownership, accrued payment obligations, disclaimers, liability provisions, indemnity and dispute provisions — survive termination.

15. Availability, disclaimers and no reliance

We work to provide a useful and reliable Platform, but MLC is provided on an "as is" and "as available" basis to the maximum extent permitted by law. We do not guarantee that the Platform will always be uninterrupted, error-free, secure, compatible with every device, or that every feature or integration will remain available.

MLC is a productivity and organizational tool. Information available through the Platform, including AI-generated output and third-party content, is provided for general informational and organizational purposes and should not be treated as professional advice unless expressly stated otherwise.

Nothing in these Terms excludes warranties, guarantees or other rights that cannot lawfully be excluded under applicable consumer protection law.

16. Limitation of liability

To the maximum extent permitted by applicable law, MLC and its directors, officers, employees, affiliates, contractors and service providers will not be liable for indirect, incidental, special, consequential, exemplary or punitive damages, or for loss of profits, revenue, goodwill, business opportunity or data, arising out of or relating to the Platform or these Terms, even if advised that such loss may occur.

To the maximum extent permitted by applicable law, MLC's total aggregate liability arising out of or relating to the Platform or these Terms will not exceed the greater of (a) the amounts you paid directly to MLC for the Platform during the 12 months before the event giving rise to the claim, or (b) CAD $100.

The limitations in this section do not apply to liability that cannot be limited or excluded under applicable law.

17. Indemnification

To the extent permitted by applicable law, you agree to indemnify and hold harmless MLC and its affiliates, directors, officers, employees and service providers from third-party claims, losses, liabilities and reasonable costs arising from your unlawful use of the Platform, your material breach of these Terms, your User Content where you lacked the rights required to provide it, or your violation of another person's rights.

This section does not require you to indemnify MLC for claims caused by MLC's own conduct to the extent such an obligation would be prohibited by law.

18. Intellectual property complaints

If you believe content made available through MLC infringes your intellectual property rights, please contact legal@mylifecatcher.com with enough information for us to understand and assess the concern. We may request additional information and may remove or restrict content where appropriate or legally required.

19. Changes to these Terms

We may update these Terms and our Privacy Policy from time to time as the Platform, our business practices, or legal requirements change. We will post the current versions and update their effective dates.

If we make material changes, we may provide additional notice, such as by email, through the Platform, or by another appropriate method. Where applicable law requires additional notice, consent, or acceptance for a particular change, we will take such steps as are reasonably required.

Your continued use of the Platform after updated Terms take effect constitutes acceptance of the updated Terms to the extent permitted by applicable law. If you do not agree to an update, you must stop using the affected services and may cancel any affected subscription in accordance with these Terms.

20. Governing law and disputes

These Terms and your use of MLC are governed by the laws of the Province of Saskatchewan and the federal laws of Canada applicable there, without regard to conflict-of-law principles.

Subject to any rights you may have under mandatory consumer protection or other laws that cannot be waived, disputes relating to these Terms or the Platform will be brought before the courts of Saskatchewan or the Federal Court of Canada where applicable, and the parties submit to the jurisdiction of those courts.

21. General provisions

These Terms, together with the Privacy Policy and any additional terms expressly presented for a particular feature, Plan or purchase, constitute the agreement between you and MLC concerning the Platform.

If a provision is found invalid or unenforceable, the remaining provisions will continue to apply. A failure by either party to enforce a provision is not a waiver of that provision. You may not assign these Terms without our consent, but MLC may assign them in connection with a corporate reorganization, financing, merger, acquisition or sale of all or part of its business, subject to applicable law.

Headings are for convenience only and do not affect interpretation. Electronic acceptance and communications may be used to the extent permitted by law.

22. Contact

Questions about these Terms may be sent to:

MyLifeCatcher Productivity Solutions Inc.
2375 College Ave, Regina, SK S4P 0S9
OR: legal@mylifecatcher.com

Support inquiries: support@mylifecatcher.com