

SHARENOW

PURCHASE AND LIMITED WARRANTY TERMS AND CONDITIONS

Please read these terms and conditions (the “Terms and Conditions”) carefully before using the ShareNow mobile application and software platform (the “Software”) and the ShareNow Device (the “Device”) operated by Keyfree Technologies Inc. (“Keyfree”). Together the Device and Software shall be referred to as the “Service”.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. The Terms apply to all users and others who access or use the Service.

By accessing or using the Service you (the “User”) agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

1. Acceptance of these Purchase and Limited Warranty Terms and Conditions. It is important that you, (“Buyer”, or “you”) the original purchaser of the Service read these Terms and Conditions and indicate your acceptance in order to complete your purchase.
2. Orders. All orders are subject to acceptance or rejection by Keyfree Technologies Inc. (“Keyfree”). All sales are subject to these Terms and Conditions, and none of the terms of any Buyer purchase order, except, as applicable, those specifying quantity and type of items ordered, invoice information and shipping instructions, shall be considered applicable to such purchases. Such terms, together with these Terms and Conditions, shall constitute the entire agreement between the parties, shall supersede and replace all other prior written or oral agreements between the parties (or any of their predecessors) respecting the subject matter and may only be amended by both parties in writing.
3. Prices. Prices shall be as set out separately. Prices stated do not include tax, customs or duties. Buyer shall be responsible for and pay the amount of any customs or duties and any tax based upon the sale, use, transfer, ownership or possession of the products. If Keyfree is required by law or by the administration thereof to collect any applicable sales taxes from Buyer, Buyer shall pay such sales taxes to Keyfree concurrent with the payment of any fees upon which such sales taxes are calculated.
4. Shipping. All Devices shall be shipped to the location of an authorized Keyfree installer (“Installer”) as identified in your order.
5. Limited Warranty.
 - a. Keyfree warrants, solely to the Buyer (being the original purchaser of the Device from Keyfree or its authorized sellers) (the “Original Buyer”) that, for a period of twelve (12) months from the date of purchase of the Device (the “Warranty Period”), the Device will be free from defects in materials and workmanship. Keyfree shall, at its option and at its expense, provide a replacement Device for Devices found to be defective during the applicable Warranty Period. The above warranty will apply to the replacement Device only for the remaining duration of the original Warranty Period, if any. Apart from Keyfree’s obligation to replace defective Devices, Keyfree shall bear no other obligation or liability whatsoever to Buyer in relation to defective products or any other Devices. All claims for breach of warranty during the Warranty Period must be received by Keyfree no later than thirty (30) days after the expiration of the Warranty Period and any claim must be accompanied by a copy of the original proof of payment by the Buyer as the Original Buyer.
 - b. It is the responsibility of the Buyer to establish the suitability of the Devices purchased for the purpose intended by Buyer, and any participation by Keyfree in establishing such suitability is of an advisory nature only. The parties hereby expressly exclude the application of the *United Nations Convention on Contracts for the International Sale of Goods* and the Uniform Law on the Sale of Goods and the *Uniform Law on the Formation of Contracts for the International Sale of Goods*.
 - c. Buyer acknowledges and agrees that the above limited warranty shall not apply, and Keyfree shall have no liability and no obligation to Buyer, if:
 - i. The Device (including its case and covering) has been opened or the plastic covering on the Device has been removed.

- ii. the barcode label on the Device has been altered or removed.
 - iii. the Device has been damaged due to accident, fire, flood, misuse, neglect or other conditions beyond the control of Keyfree.
 - iv. the Device has been installed or repaired by anyone other than an installer.
 - v. the Device has been improperly uninstalled, or uninstalled by anyone other than an Installer.
 - vi. any person opens, tampers with or removes any components of the Device or connects the Device to a vehicle using cables and/or connectors that were not provided by Keyfree or an Installer.
- d. THE EXPRESS WARRANTIES CONTAINED IN THIS SECTION 6 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS, RIGHTS AND REMEDIES, GUARANTEES AND PROMISES EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND WHETHER ORAL OR WRITTEN. ALL EXPRESS AND IMPLIED WARRANTIES, CONDITIONS, REPRESENTATIONS, RIGHTS AND REMEDIES, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, AGAINST INFRINGEMENT, OR OTHERWISE (EXCEPT AS TO TITLE), ARE HEREBY EXPRESSLY DISCLAIMED, EXCLUDED AND WAIVED BY BUYER TO THE FULLEST EXTENT PERMITTED BY LAW. UNDER NO CIRCUMSTANCES WILL KEYFREE OR ITS AFFILIATES OR SUBCONTRACTORS OR INSTALLERS OR ANY OF ITS OR THEIR EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS AND OTHER REPRESENTATIVES BE RESPONSIBLE OR DEEMED LIABLE FOR ANY LOST PROFITS, LOST REVENUE OR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, ARISING FROM THE SUPPLY OF DEVICES, WHETHER FROM ANY BREACH OF WARRANTY AS SET FORTH IN THIS CLAUSE OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. Some jurisdictions do not allow limits to be imposed on how long an implied warranty or condition lasts, and some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.
- e. This warranty gives you specific legal rights, and you may also have other rights which vary from province to province.
 - f. To request performance under this limited warranty, please contact Keyfree at support@getkeyfree.com.
6. Intellectual Property. Buyer shall not alter, obscure, remove, cancel or otherwise interfere with any markings (including without limitation any trademarks, logos, trade names, or labelling) applied by Keyfree. Buyer acknowledges that Keyfree is the sole owner of the trademarks and all other intellectual property rights used in association with the Devices and that Buyer has no right, title or interest whatsoever in such intellectual property and any goodwill associated therewith and that all goodwill associated with such intellectual property is owned by and shall enure exclusively to and for the benefit of Keyfree. Further, Buyer shall not represent in any manner that it has acquired any ownership rights in such trademarks or other intellectual property of Keyfree.
7. Indemnification. Buyer shall indemnify, defend, and hold Keyfree and its affiliates, shareholders, directors, officers, employees, contractors, agents and other representatives harmless from all third party demands, claims, actions, causes of action, proceedings, suits, assessments, losses, damages, liabilities, settlements, judgments, fines, penalties, interest, costs and expenses (including fees and disbursements of counsel) of every kind (each a "Claim," and, collectively "Claims") arising out of the use or possession of any Devices sold hereunder, provided that same does not arise from the direct negligence of Keyfree in the defective design or manufacture of the Devices. Keyfree shall indemnify, defend, and hold Buyer harmless from all third party Claims arising from or relating to any actual or alleged infringement or misappropriation of any patent, trademark, copyright, trade secret, or any actual or alleged violation of any other intellectual property rights arising from or in connection with Keyfree's manufacture of the Devices sold hereunder.
8. Limitation of Liability. WITH THE EXCEPTION OF THE INDEMNITY OBLIGATIONS UNDER SECTION 7 HEREIN IN NO EVENT SHALL KEYFREE'S LIABILITY (WHETHER ASSERTED AS A TORT CLAIM, A CONTRACT CLAIM, OR ANY OTHER TYPE OF CLAIM IN LAW, EQUITY, OR UNDER ANY STATUTE) EXCEED THE AMOUNTS PAID TO KEYFREE FOR THE SERVICE HEREUNDER. IN NO EVENT SHALL KEYFREE BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS BY BUYER.
9. Delivery Date. Keyfree shall use commercially reasonable efforts to deliver the Devices ordered hereunder to the Installer on the agreed-upon delivery dates and shall notify Buyer of any anticipated delays; provided, however,

that Keyfree shall not be liable for any failure to meet Buyer's delivery dates or for any failure to give notice of anticipated delays.

10. Governing Law and Jurisdiction. These Terms and Condition and all purchase orders shall be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Ontario (excluding any conflict of laws rule or principle which might refer such construction to the laws of another jurisdiction) and will be treated in all respects as an Ontario contract. Each party irrevocably submits to the exclusive jurisdiction of the courts of Ontario situated in the City of Toronto, Ontario with respect to any dispute, claim or other matter arising under or relating to, directly or indirectly, these Terms and Conditions, or any purchase order or the supply of Devices.
11. Severability. Should any term or condition, or any portion hereof, be deemed to be invalid or unenforceable under applicable law, these Terms and Conditions shall be considered as divisible as to such provision, and the same shall thereafter be inoperative, provided however, the remaining provisions of these Terms and Condition shall be valid and binding.
12. Force Majeure. Keyfree shall not be in default hereunder by reason of any failure or delay in the performance of any obligation under these Terms and Conditions or any purchase order where such failure or delay arises out of any cause beyond the reasonable control and without the fault or negligence of Keyfree. Such causes include, without limitation, storms, floods, labor unrest, embargoes and other governmental actions or regulations which would prohibit Keyfree from furnishing Devices or from performing any other aspects of the obligations hereunder, delays in transportation, and inability to obtain necessary labor, supplies or manufacturing facilities.