

The terms and conditions stated herein (the “Agreement”) constitute a legal agreement between you and Location LocketGo Inc. (“Locketgo” or “we”).

In order to (i) use Locketgo’s Website, mobile application or social media pages and accounts that are available on computer, mobile phone or any other electronic device (together , the “Sites”) or (ii) use Locketgo’s locker rental services (the “Services”), you must agree to the terms and conditions that are set in this Agreement. For the purposes of this Agreement, “Website” means locketgo.com or any other website or application through which Locketgo makes its Services available and posts this Agreement. By installing or browsing the Sites or by using the Services, you hereby expressly acknowledge and agree to be bound by the terms and conditions of this Agreement. If you do not agree with the terms and conditions, do not use the Sites and the Services.

## **WHAT WE DO**

Locketgo is a company that offers rental services for storage spaces in order to allow you to store your personal belongings for a specific rental period, in exchange for the payment of fees as specified by Locketgo.

## **PRIVACY POLICY**

Locketgo is committed to protecting your personal information. For more information about how we collect and use your personal information, please read Locketgo’s privacy policy (“Privacy Policy”) carefully. You can find the Privacy Policy at <https://locketgo.com/privacy-policy.pdf> .

## **REPRESENTATIONS AND WARRANTIES**

By using the Sites and the Services, you expressly represent and warrant that you are legally entitled to enter into this Agreement, that you have the right, authority and capacity to enter into this Agreement and to abide by its terms and conditions. If you reside in a jurisdiction which restricts the use of the Sites or the Services because of age, or restricts the ability to enter into agreements such as this one due to age, you must abide by such age limits and you must not use the Sites or the Services. When using the Sites and the Services, you agree to comply with all applicable laws of the Province of Quebec and of Canada.

## **CONNECTION REQUIREMENTS, FEES AND DELAYS**

You need a supported Web browser or operating system to access the Sites and Services. You acknowledge and agree that Locketgo may cease to support a given Web browser or

operating system or and that your continuous use of the Sites and Services will require you to acquire a supported Web browser or operating system.

You are always responsible for any Internet service provider, telephone, wireless and other connection or communication fees that you may incur when using the Sites and Services.

You acknowledge and agree that the performance of the Sites and Services is incumbent on the performance of your computer, mobile, or other electronic device and your Internet or data connection. The sites and services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Locketgo is not responsible for any delays, delivery failures, or other damages of whatsoever nature resulting from such problems.

## **REGISTRATION AND ACCOUNT**

You do not need to register to browse our Sites. However, in order to use the Services, you shall create a user account (the “Account”), and you agree to provide true and accurate information for registration, such as your e-mail address and your name. Only natural persons can create an Account and no legal entity are authorized to do so.

We may provide you the option to create an Account on our Sites by using your social network credentials, such as those used for connection on Facebook or Google+. When connecting your Account with any of your social network account, you hereby acknowledge that we may collect personal information you have made available on those social networking sites. For more information about what we collect and how we use it, please see our Privacy Policy (<https://locketgo.com/privacy-policy.pdf>).

By creating an Account, you warrant and represent that you have the age of majority in your state or province of residence and that you will supervise and be responsible any minor who uses your Account.

You are solely responsible for maintaining the confidentiality of your username and password, or any other login information, and you shall not share or otherwise allow others to use your Account. You are responsible for any activity carried under your Account by you or by any person to whom you have intentionally or by negligence disclosed your login information. Should you be made aware of any unauthorized use of your Account, you agree to notify promptly Locketgo by sending notice to [info@locketgo.com](mailto:info@locketgo.com). Locketgo will not be held responsible nor liable, directly or indirectly, for any type of loss or damage incurred by your failure to comply with these constraints.

## **USE OF THE SITES AND SERVICES**

Locketgo works with various organizations (the “Partners”) to provide its Services during events organized by these Partners (the “Events”). For using the Services made available by Locketgo during the Partner’s Events, you may reserve a locker (the “Lockers”) (i) on-site

during the Event by visiting Locketgo's Lockers facility and by completing any steps required by Locketgo's personnel for the use of the Services, or (ii) before the Event, either (a) through your Account, by following any reservation process that Locketgo specify from time to time; or (b) through a Partner's site (the " Platform"), by following any reservation process that Locketgo or such Partner may specify from time to time. Locketgo will provide you with the number of your Locker and the combinaison associated with it, either by e-mail or by any other means specified by Locketgo.

As conditions to your use of our Sites and Services, you agree not to :

- I. use the Sites and Services for any illegal or inappropriate purposes;
- II. attempt to get a password, Account information, or other private information from any other user of the Sites and Services;
- III. infringe Locketgo's intellectual property rights;
- IV. improperly use contact form or make false reports to Locketgo;
- V. except as otherwise permitted under this Agreement, or under applicable law, copy, photocopy, reproduce, publish, distribute, translate, reverse engineer, modify, decompile or disassemble, all or any portion of the Sites or Services;
- VI. access, tamper with, or use any non-public areas of the Sites, or attempt to probe or test the vulnerability of the Sites or any related system or network or breach any security or authentication measures used in connection with the Sites and such systems and networks;
- VII. impersonate another person or misrepresent your affiliation with any person or entity;
- VIII. provide payment information belonging to a third party;
- IX. use the Sites and Services in a way that would be discriminatory, that would incite or promote hostility or violence or that would result in harming the reputation, insulting, harassing, threatening or otherwise violating the legal rights of others;
- X. generally interfere with the proper working of the Sites and Services.

Any failure to comply with above-mentioned obligations shall constitute a violation of this Agreement. Locketgo will have the right to investigate and prosecute violations of any of the above, including without limitation possible infringement of any intellectual property rights and possible security breaches, to the fullest extent of the law. You acknowledge that, although Locketgo has no obligation to monitor your access to or use of the Sites and Services, it has the right to do so for the purpose of operating the Sites and Services, to ensure your compliance with this Agreement, or to comply with applicable law or the order or requirement of a court, administrative agency, or other governmental body.

## **USE OF THE LOCKERS**

You also agree, when using the Lockers, to these specific conditions :

- In order to access a Locker, you must have a valid ticket to the Event;
- If requested to do so, you shall prove your identity in order to access or use the Services;
- You shall not use the Lockers for illegal or inappropriate purposes, including but not limited to drug or weapons storage in the Lockers. Locketgo may, in its sole

discretion, restrict you to store items that may constitute a risk or a nuisance for other users or for the Lockers;

- When accessing your Locker, you shall check whether the Locker is empty, clean and operates properly. Any items not belonging to you or problems with the operation of the Locker shall be immediately reported to Locketgo or its personnel;
- You agree that Locketgo or its personnel shall be entitled to examine items stored in the Lockers if it has a reasonable ground to believe that potentially dangerous or illegal items are stored in the Lockers, and you agree to hold harmless such personnel for performing such duties;
- Lockers facility may be accessed during the indicated operating hours, generally only when the Event venue is opened to public;
- You are solely responsible for any items stored in the Lockers, including items stored for others;
- If you decide to share a Locker or share your Locker code with someone else, you are solely responsible for any loss due to such sharing;
- All stored items must be removed before expiration of your Rental Period ;
- You shall use the Lockers with care, in a safe way, and leave the Lockers in a clean and tidy condition;

You are responsible for all activity that occurs with respect to your reservation during the Rental Period. Without limiting the foregoing, if other persons use the Services, and the reservation is through your identity, you do hereby agree to be fully responsible and to indemnify Locketgo for any violation of this Agreement or applicable laws or regulations, even if such violation was caused by such other persons.

You are responsible for the cost of repair for damage to, or necessary cleaning of, the Lockers resulting from your violation of this Agreement or your use of the Services. In the event that Locketgo, in its reasonable discretion, determines that repair or cleaning is required, Locketgo reserves the right to charge the payment method designated in your reservation for the reasonable cost of such repair and/or cleaning.

Locketgo is not responsible for any property you may leave in the Lockers. It is your responsibility to ensure that you have retrieved all of your personal items at the end of your Rental Period, failing which Locketgo will take care of the personal items according to this Agreement.

## **LOST & FOUND**

If you lose or forget an item in a Locker, you may contact Locketgo at [info@locketgo.com](mailto:info@locketgo.com) to declare it.

If an item is forgotten in the Lockers, Locketgo will keep or dispose of the items in the manner specified in this Agreement. If the owner of the items is identifiable, Locketgo may contact the owner and/or decide to send the personal items by mail or messenger at the expense of the owner.

Items of obvious value, including but not limited to electronic devices, keys, glasses, wallets, jewelry or cash will be retained in secure locations by Locketgo, for a maximum period of ninety (90) days.

Items with low value, as determined by Locketgo, will be retained by Locketgo for a maximum period of thirty (30) days.

Perishable items, items deemed unhygienic, or items for which it is reasonable to assume that they have been abandoned or whose owner wanted to dispose of, will be safely disposed of daily.

Items that are illegal or otherwise controlled by law, or items that could pose a risk or otherwise be dangerous will be disposed of safely, and handed over to the competent security body when required.

The person who turned in the item will have no claim at any point to the item if the owner is not located.

In no event shall Locketgo be liable to you for any lost items or for any consequential damage arising from the lost of items.

At any time, Locketgo may decide to remit to the Partner managing the Event any lost items that came into its possession during the provisions of the Services, so that the Partner can keep and dispose of such items pursuant to its lost and found policies. If Locketgo elects to do so, it may not be liable in any way for any lost items or for any consequential damage arising from the lost of items.

## **FEES AND PAYMENTS TERMS**

Locketgo shall publish the applicable Fees for the Services on its Sites, for each Event during which it will offer the Services. A Partner offering the rental of Lockers on its Platform shall publish the applicable Fees on such Platform. Fees may differ from one Event to another. Locketgo, at its sole discretion, may make promotional offers with different features and different Fees to any of its customers. These promotional offers, unless made to you, shall have no bearing whatsoever on your offer or contract. Locketgo may change the Fees for the Services as it deems necessary for its business or for different Events. Locketgo encourages you to check back periodically the applicable Fees for the Services.

You do hereby agree that Fees are based on the duration of your rental (the "Rental Period") and that you shall be charged based for your Rental Period, regardless if you only make use of the Services for less than your booked time. If you exceed your Rental Period, then Locketgo will remove your belongings from the Locker and take care of them according to the lost and found policy hereinabove described. Locketgo may also in its sole discretion charge you penalty fees for the storage of your items in excess of your Rental Period, as may be specified from time to time on its Website or on a Partner's Platform.

Any Fees that Locketgo or a Partner may charge you for the use of the Services are due immediately upon reservation of a Locker, prior to obtaining access to the Locker, and are

non-refundable, to the fullest extent permitted by applicable laws, and unless otherwise determined by Locketgo in its sole discretion. This no refund policy shall apply at all times regardless of your decision to terminate your Rental Period earlier, or Locketgo's decision to terminate your Rental period for any reason whatsoever, or the cancellation of the Event. Locketgo reserves the right to determine final prevailing pricing.

Locketgo or any Partner for which the rental of Locker have been made available through the Partner's Platform (or their third-party payment processor, if applicable) shall charge all applicable Fees on the credit card specified for the payment. When you provide your payment information to Locketgo, the Partner or to their third-party payment processors, when applicable, you represent and warrant to Locketgo that you are the authorized user of the card provided for a given payment. We may require you to provide your address or other information in order to meet our obligations under applicable tax law. You agree that we do not provide any warranties with respect to such third-party payment processor services and that it is your responsibility to read the terms and conditions and/or privacy policies applicable to such services before using them. You acknowledge that Locketgo has no control over such services and shall not be responsible or liable to anyone for such services.

## **INFORMATION ACCURACY**

The contents of the Sites and Services, are provided strictly for your convenience. Although Locketgo tries to ensure that information made available to you on the Sites is accurate, we do not warrant the adequacy or completeness of the information posted on this site and we expressly disclaims liability for errors or omissions in this information. No warranty of any kind, implied, express or statutory, including warranties as to non-infringement of intellectual property rights or third party rights, is given in connection with the information. Accordingly, you use or rely on such information at your own risk. In no event will Locketgo be liable for any damages arising in connection with this content of the Sites and Services or its use thereof.

## **SMS MESSAGING**

If you have provided your consent, Locketgo may send you SMS messages, Message and data rates may apply.

If you change your mobile phone service provider, you might have to re-enroll with Locketgo in order to receive future SMS messages. Locketgo reserves the right to stop sending SMS messages at any time; you may at all times opt-out by replying from your mobile phone to any text from Locketgo.

## **INTELLECTUAL PROPERTY OWNERSHIP**

All right, title and interest, including all related intellectual property rights (as defined below), in and to the Sites and the Services (including without limitation, all text, illustrations, photographs, graphics, logos, icons, images, audio and video clips, downloads, data compilations and software), are and will remain the exclusive property of Locketgo and its licensors. Locketgo's name, its logo, and the product names associated with the Sites and the Services are trademarks of Locketgo or third parties, and no right or license is granted to use them. Except as provided herein, this Agreement is not a sale and does not convey to you any rights of ownership in or related to the Sites or the Services, or any intellectual property rights owned or licensed to by Locketgo.

The Sites and Services are protected by copyright, trademarks, and other domestic and foreign laws concerning intellectual property, as well as international copyright treaties and conventions.

Locketgo grants you a non-exclusive, non-transferable, freely revocable license to use and display the Sites on your computer, mobile phone or any other electronic device and to use the Services.

## **UNSOLICITED SUGGESTIONS**

You may provide us any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Sites or the Services (collectively, "Suggestions"). You are not required to provide any Suggestions to Locketgo. To the extent you do provide any Suggestion to Locketgo, you agree to assign and hereby do assign to Locketgo all right, title and interest in and to such Suggestions and agree that Locketgo may freely utilize such Suggestions without compensation to you. Locketgo is free to use the Suggestions however it chooses, without any obligation to account to you.

## **THIRD PARTY LINKS AND INTERACTIONS**

During use of the Sites and the Services, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of third party service providers, advertisers or sponsors showing their goods and/or services through the Sites or the Services. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third party. Hyperlinks to third-party websites are provided for your convenience only, and the inclusion of any link on the Sites or Services does not imply the endorsement of any such link by Locketgo. Locketgo does not control these linked sites, has no control over the content of any linked sites and is not responsible for any information, data, products or services on or available through such websites or for your use of such websites. Locketgo and the Partners shall have no liability, obligation or responsibility for any such correspondence, purchase,



transaction, services or promotion between you and any such third party. Locketgo does not endorse any sites on the Internet that are linked through the Sites or the Services, and in no event shall Locketgo or the Partners be responsible for any content, products, services or other materials on or available from such sites or third party providers. Locketgo provides the Sites and the Services to you pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third party providers of goods and/or services may require your agreement to additional or different terms and conditions prior to your use of or access to such goods or services, and Locketgo disclaims any and all responsibility or liability arising from such agreements between you and the third party providers.

Locketgo may rely on third party advertising and marketing supplied through the Sites or the Services and other mechanisms to subsidize the Sites or the Services. By agreeing to these terms and conditions you agree to receive such advertising and marketing. You agree that it is your responsibility to take reasonable precautions in all actions and interactions with any third party you interact with relating to the Services.

## **INDEMNIFICATION**

By entering into this Agreement and using the Sites and Services, you agree that you shall defend, indemnify and hold Locketgo and the Partners, and each of their parent organizations, subsidiaries, affiliates, officers, directors, users, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (a) your violation or breach of any term of this Agreement or any applicable law or regulation, whether or not referenced herein; (b) your violation of any rights of any third party, or (c) your use or misuse of the Sites or the Services, (d) your violation of any third-party right, including without limitation any right of privacy, publicity, or Intellectual Property Rights; or (e) any other party's access and use of the Service with your username; except in each case solely to the extent any of the foregoing arises directly from the gross negligence or willful misconduct of Locketgo.

## **NO WARRANTY**

TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW, LOCKETGO MAKES NO WARRANTY OR REPRESENTATION REGARDING THE SITES OR THE SERVICES INCLUDING THAT THE SITES OR THE SERVICES WILL BE UNINTERRUPTED, WITHOUT PROBLEMS OR ERROR FREE, OR THAT ALL ERRORS IN THE SITES OR SERVICES WILL BE CORRECTED. LOCKETGO PROVIDES THE SITES AND SERVICES "AS IS" AND "AS AVAILABLE". WITHOUT LIMITING THE FOREGOING, LOCKETGO DO NOT WARRANT THAT THE SITES OR THE SERVICES (I) WILL BE UNINTERRUPTED OR SECURE; (II) WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (III) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED.



## **LIMITATION OF LIABILITY**

TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL LOCKETGO'S LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR USE OF (OR INABILITY TO USE) THE SITES OR THE SERVICES EXCEED THE AMOUNTS ACTUALLY PAID BY YOU TO LOCKETGO IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM OR THE AMOUNT OF FIFTY CANADIAN DOLLARS (50\$), WHICHEVER IS GREATER. IN NO EVENT SHALL LOCKETGO BE LIABLE TO YOU FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING PERSONAL INJURY, LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE). LOCKETGO SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE OR INJURY ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SITES OR THE SERVICES, INCLUDING BUT NOT LIMITED TO (I) THE USE OR INABILITY TO USE THE SITES AND SERVICES (II) THE PERFORMANCE OR INTERRUPTION OF THE SITES OR THE SERVICES; (III) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING; OR (VI) AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY THIRD PARTY SERVICE PROVIDER, ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON OR WITHIN THE WEBSITE OR THE LOCKERS. THE FOREGOING EXCLUSIONS SHALL APPLY EVEN IF LOCKETGO HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL LOCKETGO BE LIABLE FOR THE LOSS, DAMAGE OR THEFT OF ANY PERSONAL ITEMS, NOR FOR INCIDENTAL OR CONSEQUENTIAL LOSSES, INVOLVING BUT NOT LIMITED TO MISSED AIRLINE FLIGHTS OR OTHER TRANSPORTATION, OR LOSS OR REVENUES OR EMPLOYMENT.

## **NOTICE**

Locketgo may give notice by means of email to your email address provided in your Account, or by written communication sent by first class mail or pre-paid post to the address provided in your Account. Such notice shall be deemed to have been given upon the expiration of forty-eight (48) hours after mailing (if sent by first class mail or pre-paid post) or twelve (12) hours after sending (if sent by email). You may give notice, and address any complaint or claim to Locketgo (such notice, complaint or claim shall be deemed given when received by Locketgo) at any time by means of email to [info@locketgo.com](mailto:info@locketgo.com).

## **ASSIGNMENT**

This Agreement may not be assigned by you (whether in whole or in part) without the prior written approval of Locketgo. This Agreement may be assigned without your consent (in whole or in part) by Locketgo, including to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

## **APPLICABLE LAW**

This Agreement and any action related thereto will be governed by the laws of the Province of Quebec without regard to its conflict of laws provisions. Subject to the rest of this Section, the exclusive jurisdiction and venue of any action in relation to this Agreement will be the Province of Québec and each of the parties hereto waives any objection to jurisdiction and venue in such courts. However, in the event of the actual or threatened infringement, misappropriation or violation of Locketgo's copyrights, trademarks, trade secrets, patents or other intellectual property rights, Locketgo may, at its discretion, institute legal proceedings in any jurisdiction (s) which is (are) deemed necessary or advisable.

If you choose to access the Sites and Services from locations outside of Canada, you do so on your own initiative and you are responsible for compliance with local laws, if and to the extent such local laws are applicable. Should a court of competent jurisdiction determine that other laws apply to this Agreement, then these Terms of Use shall be enforced to the fullest extent permitted by the laws of the applicable jurisdiction and be interpreted to give maximum effect to the terms and conditions hereof.

## **TERMINATION**

You agree that Locketgo, in its sole discretion and for any or no reason, may terminate your Account or your use of the Sites or the Services. For example, Locketgo may suspend or terminate your Account if you are not complying with the present Agreement, if you use the Sites or Services in a manner that could cause Locketgo legal liability, if you disrupt the Sites or Services or disrupt others' use of the Sites or Services. Locketgo may also, in its sole discretion and at any time, discontinue providing access to the Sites and the Services, or any part thereof, with or without notice, unless otherwise required by any applicable laws.

If you breach this Agreement, Locketgo will have the right to terminate this Agreement immediately, without notice, unless otherwise required by any applicable laws, and to deactivate your Account. Upon termination of your Account or this Agreement, your right to use the Sites and Services shall immediately cease. You agree that any termination of your access to the Sites and the Services may be effected without prior notice, and you agree that Locketgo shall not be liable to you for such termination.

All provisions of this Agreement which by their nature shall survive the termination of this Agreement, including, without limitation, provision regarding ownership, warranty disclaimers, indemnity, and limitations of liability.

Upon termination of your Account or this Agreement, your personal information collected will be processed in accordance with the Locketgo's Privacy Policy.

## MODIFICATIONS

Locketgo may amend this Agreement or any section of this Agreement, in whole or in part, at any time. In case of material changes to this Agreement, Locketgo will inform you of such change by e-mail, by posting a notice on the Sites informing you of such amendment, or by any other reasonable means selected by Locketgo. The modifications shall be effective at the earlier of your acceptance, or thirty (30) days after their publication. Your continued use of the Sites or Services after such changes will indicate your acceptance of such changes and you are responsible to review this Agreement before ordering using the Sites and the Services. If the amendment entails an increase in your obligations or a reduction in Locketgo's obligations, you have the right to refuse any amendment and terminate this Agreement without cost, penalty or cancellation indemnity by stopping your use of the Services and by sending to Locketgo a notice to that effect no later than 30 days after the amendment comes into force. In order to send such a notice, please write to Locketgo at [info@loketgo.com](mailto:info@loketgo.com) or follow any other instructions that may be given from time to time by Locketgo for the sending of such notice. Refusing an amendment entails the termination of this Agreement and the deactivation of your Account.

## GENERAL

No joint venture, partnership, employment, or agency relationship exists between you, Locketgo or any third party provider as a result of this Agreement or use of the Sites or the Services. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. The failure of Locketgo to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Locketgo in writing. This Agreement comprises the entire agreement between you and Locketgo and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

LAST UPDATED ON : March 25th, 2019