

## TERMS OF SERVICE

**Effective Date: January 31, 2020**

This Terms of Service Agreement (“Terms of Service”) governs your use of the Life360 Innovations Holdings Inc. (and its affiliates’) (“Life360,” “the Company”, “we,” “our” or “us”) websites, branded pages on third party platforms (e.g., social networking services), direct marketing campaigns or other online communications, and Contino® Authorised Clinics (collectively, “Life360 Services”), and your purchase of the Subscriptions and Products (defined below) sold through the Life360 Services. By using the Life360 Services and Products, you agree, without limitation or qualification, to be bound by these Terms and our Privacy Policy. If you do not agree, please do not use the Life360 Services or Products. If you wish to cancel your Subscription with Life360 at any time, please see the information provided in Section 3.8.

***THESE TERMS OF SERVICE CONTAIN A DISCLAIMER OF WARRANTIES AND A LIMITATION OF LIABILITY, WHICH LIMIT THE CLAIMS YOU CAN MAKE AGAINST LIFE360 AND THE TYPES AND AMOUNT OF DAMAGES YOU CAN RECOVER FROM LIFE360.***

Not applicable to residents of the province of Québec to which the Consumer Protection Act (Québec) applies: We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service by posting a notice on the Site or by sending you notice through the Services, via e-mail or by another appropriate means of communication. Any such changes will become effective no earlier than fourteen (14) days after they are posted or notice is sent, as applicable, except that changes addressing new functions of the Services or changes made for legal reasons will be effective immediately. Your continued use of the Services after the date any such changes become effective constitutes your acceptance of the new Terms of Service.

In addition, when using certain Services, you will be subject to any additional terms applicable to such Services that may be posted on the Site from time to time, including, without limitation, our Privacy Policy. All such terms are hereby incorporated by reference into these Terms of Service.

The rights you have under these Terms of Service are personal to you and are non-transferable.

## 1. ELIGIBILITY

You must be at least the age of majority in the jurisdiction where you are accessing the Life360 Services to visit or use the Life360 Services in any manner. By visiting or using any of the Life360 Services, you represent and warrant to Life360 that you are the age of majority in the jurisdiction where you are accessing the Life360 Services or older, and that you have the right, authority, and capacity to agree to and abide by these Terms. You also represent and warrant to Life360 that you will use the Life360 Services in a manner consistent with any and all applicable laws and regulations.

## 2. USE OF THE LIFE360 SERVICES

### 2.1 No Medical or Other Professional Advice Rendered

You acknowledge that any information offered to you by Life360, whether about the Life360 Services, the Products or otherwise, is intended for informational purposes only and not as a substitute for the advice of any other medical professional. Although Life360 may provide referrals to independent healthcare practitioners, including Contino® Authorised Clinics and Trainers, Life360 does not provide medical advice. It is essential that you not make any medical decisions without first consulting with your doctor or other healthcare professional. Life360's communications with you, whether through the Life360 Services, through the Product Instructions for Use (IFUs), or through emails or other direct forms of communication, do not create a medical professional-patient relationship in any respect nor do they represent an expansion of the Company's Privacy Policy.

Never disregard professional medical advice or delay in seeking it because of information provided through the Life360 Services, in the IFUs or in any other communication from Life360.

IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL YOUR DOCTOR OR 911 IMMEDIATELY.

You agree that you must evaluate, and bear all risks associated with, the use of the Life360 Services and any information provided by Life360, including any reliance on the accuracy, completeness, or usefulness of such information.

### 2.2 User Conduct

In the course of using the Services, you agree to **not**:

- (a) interfere with or disrupt the Life360 Services or servers or networks connected to the Life360 Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the Life360 Services; or
- (b) violate any applicable local, state, provincial, national or international law, or any regulations having the force of law, or any guidelines, policies, rules, codes or similar directives of any governmental entity or agency (collectively, "Applicable Law");
- (c) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;

- (d) reverse engineer, disassemble or de-compile the Services or the Products (defined below); or
- (e) obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Services.

### 2.3 Modifications to Services

**Not applicable to residents of the province of Québec to which the Consumer Protection Act (Québec) applies:**

Life360 reserves the right to modify, suspend or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. You agree that Life360 will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service.

### 2.4 Mobile Services

To the extent you access the Life360 Services through a mobile device, your wireless service carrier's charges, data rates and other fees may apply, and you will be responsible for all those fees.

### 2.5 Commercial Use

Unless otherwise expressly authorised herein or in the Life360 Services, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any portion of the Life360 Services, use of the Life360 Services, or access to the Life360 Services. The Life360 Services are for your personal use only.

### 2.6 Intellectual Property Rights

*Service Content, Products, Software and Trademarks:*

You acknowledge and agree that the Life360 Services may contain content or features (**Service Content**), including but not limited to Life360 Innovations, Contino®, Contino® Authorised Clinic, and Contino® Authorised Trainer, that are protected by copyright, patent, trade-mark, trade secret or other proprietary rights and laws.

Except as expressly authorised by Life360, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Life360 Services or the Service Content, in whole or in part. In connection with your use of the Life360 Services you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. If you are blocked by Life360 from accessing the Life360 Services (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address).

Any use of the Life360 Services and/or the Service Content other than as specifically Authorised herein is strictly prohibited. The technology and software underlying the Life360 Services or

distributed in connection therewith (the **Software**) is the property of Life360, our affiliates and our partners. You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software of Life360 Services. Any rights not expressly granted herein are reserved by Life360.

The Company names (including its business/trade names) and logos displayed in connection with the Services are trade-marks and service marks of Company (collectively, the **Company Trademarks**). Other company, product, and service names and logos used and displayed via the Life360 Services may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to Life360. Nothing in these Terms of Service or the Life360 Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Company Trademarks, including but not limited to Life360 Innovations, Contino®, Contino® Authorised Clinic, or Contino® Authorised Trainer, without our prior written permission in each instance. All goodwill generated from the use of Company Trademarks will inure to our exclusive benefit.

#### *User Content Transmitted Through the Life360 Services*

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Life360 Services, or the Products (as defined below) (**Submissions**), provided by you to Life360, a Contino® Authorised Clinic or a Contino® Authorised Trainer are non-confidential and you will and do hereby grant to Life360 a perpetual non-exclusive license for the unrestricted use and dissemination of the Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you (and subject only to Life360's obligation to protect your privacy). You represent and warrant to Life360 that you have rights sufficient to provide the Submissions to Life360 for the uses described above. You will and do hereby waive in full of your moral rights in and to the Submissions.

You acknowledge and agree that Life360 may preserve Submissions and may also disclose Submissions if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms of Service; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Life360, its users and the public. You understand that the technical processing and transmission of the Service, including your Submissions, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

### **3. TERMS OF SALE**

#### **3.1 Sale of Products and Subscriptions**

Life360 sells Contino® branded medical devices and ancillary products (the "Product(s)") to end-user customers ("Clients") through recurring subscription plans, which provide Products to Clients on a regularly scheduled basis ("Subscriptions"). Your Subscription may consist of an

initial period for which there is a one-time charge or a Trial Offer (as defined below), followed by recurring periodic charges at current non-promotional rates. Unless you cancel your Subscription, which can be done via the methods described below, the Subscription Services you have signed up for will be automatically extended for successive renewal periods, at the then-current non-promotional rate. By purchasing Products via a Subscription, you acknowledge that such Subscription has an initial and recurring payment feature, and you accept responsibility for all recurring charges prior to the effective date of cancellation of such Subscription Service. All recurring payments relating to Subscription Services are fully earned upon payment.

Products are only for Clients' own personal, non-commercial use. You may not purchase Products or Subscription for further distribution or resale or for any other commercial or business purpose. The Subscription and all rights and privileges conferred are personal and non-transferable.

**THE RESELLING OF PRODUCTS YOU PURCHASE IS STRICTLY PROHIBITED.**

### **3.2 Pricing**

Pricing for Subscription and Products (including any applicable shipping and handling fees) can be found on Life360 Services. The price that we initially charge you for your Subscription will be the price as posted on the Life360 Services on the date you first sign-up for a Subscription. All amounts are in Canadian dollars unless otherwise stated.

We reserve the right, in our sole and absolute discretion, to change all or any portion of these Terms of Service and Subscriptions, including, but not limited to, the prices for Subscriptions, at any time and without incurring any liability or obligation whatsoever to you or any other person or entity. We do not provide price protection or refunds in the event of promotions or price decreases. However, where you have a recurring Subscription with us, we will provide you with written notice no later than thirty (30) days before the change comes into force by sending you an email, or using any other contact information we have for you in our discretion – which notice, where required by applicable law or at our discretion, will set out the new clause, or the modified clause and how it read formerly, and the date on which the change will come into effect. You may refuse the change and rescind, or cancel your Subscription without cost, penalty, cancellation fee or cancellation indemnity, by providing us with notice to that effect no later than thirty (30) days after the change comes into force, using the information provided in the notice, if required by applicable law or if the change results in increased obligations to you or a reduction of obligations on us. For instance, if we increase the price of our Subscription and you do not wish to continue to receive the relevant Products at the increased price, then you must cancel your Subscription in accordance with Section 3.8 below. To the fullest extent permitted by applicable law, you must do this at least five (5) working days before the first date we dispatch Products to you after the price change takes effect. Please note that if you are a consumer resident in the province of Quebec, you have 30 days as of the price change to cancel or stop your Subscription. Unless you cancel your Subscription, you will be charged the increased price for the Subscription for all deliveries of the Products after the date on which the price change takes effect. To the fullest extent permitted by applicable law, your continued access to and/or use of the Life360 Services and/or Products and/or Subscription after the date specified in such notice constitutes your full acceptance of, and agreement to be legally bound by, these Terms of Service, as modified.

### 3.3 Trials and Promotions

Your Subscription may (at Life360's option) start with a promotional trial period, allowing you to receive trial Products at a reduced price ("Trial"). During the Trial period, your Payment Method (as defined below) will be charged for only the Trial price and shipping and taxes (if applicable).

Trials are one-time only for new customers. Any Trial must be used within the specified time of the Trial. For combinations with other promotions and offers, restrictions may apply. Life360 reserves the right, in its sole discretion, to determine your Trial eligibility.

You will be required to have a valid credit, debit, or other Life360-accepted payment method ("Payment Method") on file in order to initiate a Trial.

After the end of your Trial, you will receive Products shipped regularly based on your Subscription. Life360 will bill your Payment Method based on your Subscription in accordance with Section 3.4, unless you cancel your Subscription in accordance with Section 3.8.

You will not receive a notice from us that your promotional (reduced Trial) pricing has ended or that the standard rate portion of your Subscription has begun. To avoid being charged after the expiration of your Trial, you must cancel your Subscription prior to the end of the Trial. After the Trial, we will continue to charge your Payment Method for your Subscription fee until you cancel your Subscription. If you cancel prior to the end of the Trial Offer period and are inadvertently charged for a Paid Service, please contact us at [support@life360innovations.com](mailto:support@life360innovations.com).

Promotional coupons and/or other incentive programs have no cash value and cannot be redeemable for cash and cannot be combined with any other offers. The unauthorised reproduction, re-sale, modification or trade of coupon codes or similar items are prohibited.

Life360 reserves the right, in its absolute discretion, to withdraw or modify any Trial or other offer or promotion at any time without prior notice and with no liability, where it is lawful to do so. Any and all Trials or other offers or promotions advertised on the Life360 Services are void where prohibited, and may be subject to additional terms and limitations. Any such additional terms and limitations are deemed part of these Terms of Service.

### 3.4 Billing & Payment

#### *Payment Method*

To enrol in a Subscription and Purchase the products, you will be required to provide us information regarding your Payment Method. You represent and warrant to us that such information is true and that you are authorised to use the Payment Method concerned.

You will promptly provide Life360 with updates regarding any changes in your Payment Method or related information (for example, a change in your billing address or credit card expiration date) that may occur.

The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your Payment Method.

### *Billing*

You agree to pay us the amount that is specified for your Subscription in accordance with the terms of such Subscription and these Terms of Service. You hereby authorize Life360 to bill your Payment Method in advance on a periodic basis, in accordance with your Subscription, until you terminate your Subscription, and you further agree to pay any charges so incurred, including but not limited to, any charges due at the time of termination for Products ordered and shipped but not returned prior to termination.

If you dispute any charges you must advise Company within sixty (60) days after the date that Company charges you.

### *Payment Processing*

We use third-party payment processors, including Cybersource Corporation and Moneris Solution Corporation, (collectively, the Payment Processor) to bill you for your Subscription through a payment account linked to your client registry in the Company's enterprise resource planning system provided by Oracle Corporation (your Billing Account). The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor in addition to these Terms of Service. We are not responsible for errors made by the Payment Processor. By entering into a Subscription, you agree to pay us, through the Payment Processor, all charges at the prices then in effect for any Products or Subscription in accordance with the applicable payment terms and you authorize us, through the Payment Processor, to charge your chosen Payment Method. You agree to make payments using that selected Payment Method. We reserve the right to correct any errors or mistakes that the Payment Processor makes even if it has already requested or received payment.

If we, through the Payment Processor, do not receive payment from you via your Payment Method, you agree to pay all amounts due on your Billing Account upon demand.

### *Change in Amount Authorised*

If the amount to be charged to your Billing Account varies from the amount you pre-authorized (other than due to the imposition or change in the amount of national or international taxes), you have the right to receive, and we shall provide, notice of the amount to be charged and the date of the charge before the scheduled date of the transaction. If, on receipt of such notice, you do not wish to continue with the purchase, you may cancel at any time before the scheduled date of the transaction. Any agreement you have with your payment provider will govern your use of your Payment Method. You agree that we may accumulate charges incurred and submit them as one or more aggregate charges during or at the end of each billing cycle.

### *Reaffirmation of Authorization*

Your non-termination of your Subscription or continued use of Products reaffirms that we are authorised to charge your Payment Method for that Subscription. We may submit those charges for payment and you will be responsible for such charges. This does not waive our right to seek payment directly from you. Your charges may be payable in advance, in arrears, per usage or as otherwise described when you initially enrolled in your Subscription.

### **3.5 Recurring Subscription; Automatic Renewal**

YOU ACKNOWLEDGE AND AGREE THAT EACH SUBSCRIPTION AUTOMATICALLY RENEWS UNLESS YOU CANCEL IT OR WE SUSPEND OR TERMINATE IT IN ACCORDANCE WITH THESE TERMS. WE MAY SUBMIT PERIODIC CHARGES (E.G., QUARTERLY) WITHOUT FURTHER AUTHORIZATION FROM YOU UNTIL YOU PROVIDE PRIOR NOTICE (RECEIPT OF WHICH IS CONFIRMED BY US) THAT YOU HAVE TERMINATED THIS AUTHORIZATION OR WISH TO CHANGE YOUR PAYMENT METHOD. SUCH NOTICE WILL NOT AFFECT CHARGES SUBMITTED BEFORE WE REASONABLY COULD ACT. TO TERMINATE YOUR AUTHORIZATION, OR TO CHANGE YOUR PAYMENT METHOD OR SUBSCRIPTION SERVICES, CONTACT US AT THE EMAIL ADDRESS OR TOLL-FREE NUMBER IN SECTION 3.8.

Life360 will automatically renew your Subscription and charge your Payment Method based on the Product shipping frequency unless we or you cancel your Subscription in accordance with these Terms.

Your Payment Method will be charged at least one full business day prior to your next Product shipping date. We will charge your Payment Method with the applicable cost of your Subscription and any shipping and handling costs and sales or similar taxes that may be charged with your Subscription. You authorize this renewal by agreeing to the automatic renewal of your Subscription and these Terms during the Subscription sign-up process.

To avoid being charged, you must cancel your Subscription in accordance with Section 3.8. We will continue to bill your Payment Method on a recurring basis until you cancel.

### **3.6 Delivery**

With the exception of trial Products provided to you in-person by a Contino® Authorised Clinic, Products will be delivered by Canada Post, United Parcel Service, or another courier services.

Title and risk of loss for the Products pass to you upon delivery to the shipping address you provided to us, provided full payment of all sums due in respect of the Products, including any delivery charges, has been received.

### **3.7 Returns and Refunds:**

It is important to us that you are satisfied with the Products. If that is not the case, you may return the Products in accordance with this section.



If you have not opened the mailing box in which the Products were shipped, you may return the Products for any reason up to 15 days after you received them for a full refund of the Subscription charge (i.e., excluding shipping and handling costs), less a \$50.00 restocking fee.

If you have opened the mailing box in which the Products were shipped, you may return the Products for any reason up to 60 days after you received them for a refund of up to \$100 per unopened Contino® urethral insert, less a pro-rata portion of any discounts received, to a maximum of the Subscription charge (i.e., excluding shipping and handling costs), less a \$50.00 restocking fee.

If any of the Products you receive are defective or are in an open mailing package, you may return those Products to Life360 at any time for a full refund (i.e., including shipping and handling costs), with no restocking fee, by following the instructions in our Limited Warranty.

You may also have additional rights to terminate your agreement with us and return the Products under Applicable Law.

If you are not satisfied with the Products, please reach out to us at [support@life360innovations.com](mailto:support@life360innovations.com) or +1 (833) 543 3311 and give us a chance to make you a satisfied client.

Please note that we cannot offer refunds, exchanges or customer service for products that have been acquired from an unauthorised reseller, including, but not limited to, any seller on Amazon, eBay or similar online marketplaces.

### **3.8 Subscription Cancellation**

#### *Cancellation by Us*

We may cancel your Subscription at any time if you do not make any payment to us when it is due and you still do not make payment within sixty (60) days of us reminding you that payment is due. We reserve the right to not dispatch any Products to you unless your payment for those Products has cleared.

We may also cancel your Subscription at any time if any of the following conditions are met: (a) if you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Product(s), for example, your postal address; (b) if you do not, within a reasonable time, allow us to deliver the Product(s) to you; or (c) if we suspect that a purchase was fraudulently made or an account was fraudulently set up.

#### *Cancellation by You*

To change or cancel your Subscription at any time, call us at 833-543-3311, or email us at [support@life360innovations.com](mailto:support@life360innovations.com). If you cancel your Subscription, your Subscription will not be renewed after your then-current subscription term expires. Cancellation requests submitted in this manner must be received at least five (5) full business days prior to your next shipping date to avoid being charged for that shipment. Cancellation requests received after that shall take effect the following month. To the fullest extent permitted by applicable law, cancellation

requests received by Life360 through any other channels which Life360 makes available to you for this purpose may take up to five (5) business days to process—you may be charged for your next delivery if your cancellation request is not received in time for processing before your next delivery date.

If you cancel your Subscription, you will enjoy your Subscription benefits until the end of the then-current Subscription term for which you have paid. You will not be eligible for a prorated refund of any portion of the Subscription fees paid, except to the extent permitted under Section 3.7.

### **3.9 Your Obligations Regarding Your Subscription**

By entering into a Subscription for the Products, you represent and warrant that you are at least 18 years of age, have a valid personal health requirement to use the Products that you are ordering, and that the personal information you provide to Life360 and your Contino® Authorised Clinic is accurate and complete. You further agree that you will use the Products in accordance with the instructions for use (**IFUs**), the product labeling and the instructions provided to you by the Contino® Authorised Clinic.

### **3.10 Health Information**

By entering into a Subscription for the Products, you consent to Life360 (i) collecting relevant health information related to the use of the Products and/or (ii) contacting your Contino® Authorised Clinic to obtain such information.

Your relevant personal and health information, email address and certain other information about you are governed by our Privacy Policy.

### **3.11 Life360 Referral Program**

Life360 may offer a referral program (“Referral Program”) that provides its Clients the opportunity to offer their friends, family, or other individuals (“Prospective Clients”) with a unique referral ID link (“Personal Referral Link”) that a Prospective Client can use to sign up for a Subscription. For each Qualified Referral generated through the Client’s Personal Link, the Client may receive a credit. Life360 reserves the right to terminate this Program at any time for any reason, or disqualify any Client or Prospective Client at any time from participation in the Program, pursuant to the amendment provision set out at Section 3.2, above. Clients and Prospective Clients who wish to take part in the Referral Program are bound by these Terms, in addition to the Referral Program terms and conditions. To review the Referral Program terms and conditions, please visit [www.mycontino.com](http://www.mycontino.com).

## **4. Third Party Websites**

The Life360 Services may provide, or third parties may provide, links or other access to other sites and resources on the Internet. Life360 has no control over such sites and resources and is not responsible for and does not endorse such sites and resources, including but not limited to any medical professionals. You further acknowledge and agree that Life360 will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be

caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such site or resource. Any dealings you have with third parties, including other medical professionals, found while using the Life360 Services are between you and the third party, and you agree that Company is not liable for any loss or claim that you may have against any such third party.

## **5. Indemnity and Release**

You agree to release, indemnify and hold Life360 and its affiliates and their officers, employees, directors and agents harmless from any from any and all losses, liabilities, damages, expenses, including reasonable legal fees, rights, claims, actions of any kind and injury (including death) (collectively, **Damages**) arising out of or relating to your use of the Products, Life360 Services, any Service Content, your connection to the Service, your violation of these Terms of Service or your violation of any rights of another.

## **6. Disclaimer of Warranties**

YOUR USE OF THE LIFE360 SERVICES IS AT YOUR SOLE RISK. EXCEPT AS SET OUT IN THESE TERMS OF SERVICE AND THE LIFE360 LIMITED WARRANTY, AND AS PERMITTED BY APPLICABLE LAWS, THE LIFE360 SERVICES AND PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THE COMPANY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, ENDORSEMENTS AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. EXCEPT AS SET OUT IN THE SECTION ABOVE TITLED "RETURN POLICY", COMPANY MAKES NO WARRANTY AND THERE ARE NO CONDITIONS THAT (I) THE LIFE360 SERVICES AND PRODUCTS WILL MEET YOUR REQUIREMENTS, (II) THE LIFE360 SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE LIFE360 SERVICES AND PRODUCTS WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE LIFE360 SERVICES WILL MEET YOUR EXPECTATIONS.

## **7. Limitation of Liability**

**Not applicable to residents of the province of Québec to which the Consumer Protection Act (Québec) applies:**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT COMPANY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, IN LAW OR EQUITY, RESULTING FROM: (I) THE USE OR THE INABILITY

TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT WILL COMPANY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES EXCEED THE AMOUNT YOU HAVE PAID COMPANY IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE LIFE360 SERVICES OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE AND/OR RETURN THE PRODUCT CONCERNED IN ACCORDANCE WITH COMPANY'S RETURN POLICY PRESCRIBED ABOVE.

Not applicable to residents of the province of Québec to which the Consumer Protection Act (Québec) applies: Description of Products: Company makes every effort to provide accurate descriptions of the products sold through the Service. However, we do not make any warranties or representations as to whether those descriptions or any other content on the Life360 Services are accurate, current or free from error. If you believe that a product you purchased on the Life360 Services is other than as Company describes, your sole remedy is to return it in unused condition for a refund of the monies paid for the product concerned as provided in the Return Policy set forth above in these Terms of Service.

## **8. Termination**

You agree that Life360, in its sole discretion, may suspend or terminate your Subscription (or any part thereof) or use of the Life360 Services, for any reason, including, without limitation, for lack of use or if the Company believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your Subscription or use of the Life360 Services, may be referred to appropriate law enforcement authorities. The Company may also in its sole discretion and at any time discontinue providing the Life36 Services, or any part thereof, with or without notice. You agree that any termination of the Life360 Services under any provision of these Terms of Service may be affected without prior notice, and acknowledge and agree that the Company may immediately cancel your Subscription and all related information and files in your customer registry and/or bar any further access to the Life360 Services. Further, you agree that the Company will not be liable to you or any third party for any termination of the Life360 Services.

## **9. GENERAL**

These Terms of Service (and, in the event you use the Life360 Services to purchase Products, the additional information disclosed to you as part of the purchasing process) constitute the entire agreement between you and Life360 and govern your use of the Life360 Services, superseding any prior agreements between you and Life360 with respect to the Life360

Services. You also may be subject to additional terms and conditions that may apply when you use affiliate or third party services.

These Terms of Service apply to all users of the Life360 Services and Products, including, without limitation, individuals that have entered into a Subscription and other users of the Life360 Services. We have a Privacy Policy that you should refer to in order to fully understand how we collect and use your information.

Arbitration notice and Class action Waiver: Except for certain types of as governed by Small Claims Court, you agree that a dispute between you and us will be resolved by binding, individual arbitration and you waive your right to participate in a class action lawsuit or class-wide arbitration.

Not applicable to residents of the province of Québec to which the Consumer Protection Act (Québec) applies: These Terms of Service will be governed and construed in accordance with the laws of the Province of British Columbia without regard to its conflict of law provisions and the parties hereto irrevocably submit to the exclusive jurisdiction of the state and federal courts located in Vancouver, BC Canada. The parties expressly disclaim the application of the United Nations Convention for the International Sale of Goods.

No waiver of or consent to depart from the requirements of any provision of these Terms of Service shall be binding against Life360 unless it is in writing and is signed by the Company. The failure of the Company to exercise, and any delay of Life360 in exercising, any of its rights hereunder, in whole or in part, shall not constitute or be deemed a waiver or forfeiture of such rights, neither in the specific instance nor on a continuing basis. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right. The invalidity or unenforceability of any provision of these Terms of Service or any covenant herein shall not affect the validity or enforceability of any other provisions or covenants hereof or herein and any such invalid provision or covenants shall be deemed to be severable. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Life360 Services or the Products or these Terms of Service must be filed within two (2) years after such claim or cause of action arose or be forever barred. A printed version of these Terms of Service and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign these Terms of Service without the prior written consent of Company, but the Company may assign or transfer these Terms of Service, in whole or in part, without restriction. The division of these Terms of Service into sections and the section titles are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Life360 Services may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Service. If not already specified, references to "include" or "including" in each case shall be deemed to be followed by the words "without limitation" (or similar words) and the terms "include" and "including" shall not be construed to limit any general statement which they follow to the specific or similar items or matters immediately following such terms.

## 10. LANGUAGE

The parties acknowledge that they have required this agreement to be written in English. Les parties aux présentes reconnaissent qu'elles ont exigé que la présente entente soit rédigée en anglais.

## 11. YOUR PRIVACY

At Life360 we respect the privacy of our users. For details see our Privacy Policy. By using the Life360 Services, you consent to our collection and use of personal data as outlined therein. To contact us about privacy please email: [privacy@life360innovations.com](mailto:privacy@life360innovations.com).

### **Questions? Concerns? Suggestions?**

Please contact to report any violations of these Terms of Service or to pose any questions regarding these Terms of Service or the Life360 Services at:

E-mail: [support@Life360innovations.com](mailto:support@Life360innovations.com);

or

Mail: Life360 Innovations Inc.,  
1200 - 555 West Hastings Street  
Vancouver, BC, V6B 4N6  
Attention: Robert Orr, President & CEO