



Last updated: July 9, 2018

These Terms of Service ("**Terms**") apply to your access and use of the mobile application (the "**App**"), website, and other online products and services (collectively, the "**Service**") of the On-Foot App by Pop Sandbox Inc. 127 Oakwood Ave, 2nd Floor, York, ON M6H 2W2 ("**On-Foot**," "**Pop Sandbox**," "**we**," "**us**" or "**our**").

ACCEPTING THESE TERMS

BY DOWNLOADING THE APP OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU AGREE TO BE BOUND BY ALL OF THESE TERMS BELOW.

In addition to these Terms, your personal information with respect to your use of the App shall be collected, used, disclosed and otherwise processed in accordance with our Privacy Policy.

Please read all of the terms before you use the Service. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT USE OR ACCESS THE APP.

CHANGES TO THESE TERMS

We reserve the right to change these Terms from time to time. For example, we may need to change these Terms if we come out with a new feature. If we make changes, we will notify you by revising the date at the top of these Terms and, in some cases, we will provide you with additional notice (such as adding a statement to our homepage or sending you an email notification). We encourage you to review these Terms periodically to stay informed about our practices.

Whenever we make changes to these Terms, they are effective when the revised Terms are posted unless we notify you otherwise. If you continue to use the Service after the revised Terms have been posted, then you will be deemed to have accepted the changes to these Terms.

AUTOMATIC UPDATES AND UPGRADES

The App is available on both iOS and Android. By downloading or installing the App, published by Pop Sandbox, you consent to the installation of the App, further described above and to its future updates and upgrades. You can withdraw your consent at any time by uninstalling the App. To request removal or disabling of this App, please contact Pop Sandbox at [127 Oakwood Ave, 2nd Floor York, ON M6H 2W2] Tel: [416 886 5234].

YOU ACKNOWLEDGE AND UNDERSTAND AND AGREE that the App (including any updates or upgrades) may (i) cause your device to automatically communicate with Pop Sandbox's servers to deliver the functionality described in these Terms (and as described where you downloaded the App) and to record usage metrics, (ii) affect App-related preferences or data stored in your device, and (iii) collect personal information as set out in our Privacy Policy.

Your telecommunications services provider may impose data charges when you use the App or for data charges for the updating or upgrading the App if you have not restricted updates and upgrades to Wi-Fi connections.



ABOUT THE SERVICE

The Service allows users to experience a range of fully immersive walking tours with rich interactive, augmented reality, virtual, and audio-visual elements.

You are responsible for your use of the App. Pop Sandbox is not responsible for any of the equipment that you may use to access the App (including any earplugs, earphones, or any other listening device, or any mobile device or any other device used to access the Service). Also, Pop Sandbox is not responsible anything you may encounter while using the App (including, but not limited to, physical hazards, traffic, and other people). Accordingly, you must exercise due care when using the App -- Always be fully aware of your surroundings at all times while on an On-Foot tour or otherwise using our App.

CREATING YOUR ACCOUNT

When you create an account you must maintain the security of your password and accept all risk that someone may access your account without your permission. If you discover or suspect any security breaches, please let us know as soon as possible. You represent and warrant to us that all information that you provide in connection with your account is accurate, truthful, current and complete. Pop Sandbox reserves the right to deny any account at our discretion.

USE OF SERVICE

On the condition that you fully comply with these Terms, On-Foot grants you a limited, nonexclusive, non-transferable and revocable license to access and use the Service for your own personal, non-commercial use. However, the App may only be used on mobile devices that you own or control. The terms of this license will also govern any upgrades provided by On-Foot that replace and/or supplement the original App, unless the upgrade is accompanied by a separate license, in which case the terms of that license will govern.

PROHIBITED USE OF SERVICE

Except as expressly authorized by these Terms, you may not (a) modify, disclose, alter, translate or create derivative works of the Service, (b) license, sublicense, resell, distribute, lease, rent, lend, transfer, assign or otherwise dispose of the Service, (c) disassemble, decompile or reverse engineer any of the software components of the Service, (d) copy, frame or mirror any part of the Service, (e) interfere with or disrupt the integrity or performance of the Service or (f) attempt to gain unauthorized access to the Service or its related systems or networks.

As a condition of your use of the App, you warrant that you will not use the App for any purpose that is unlawful or prohibited by these Terms, or act fraudulently or maliciously, including without limitation the posting or transmitting any threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or by hacking into or inserting malicious code, including viruses, or harmful data into the App, the Services or any operating system. You may not use any trademarks, service marks or copyrighted materials appearing on the App, including but not limited to any logos or characters, without the express written consent of the owner of the mark or copyright. You may not frame or otherwise incorporate any of the App Content (defined below) or other materials on the App without prior written consent of Pop Sandbox. You further agree not to do any of the following in connection with the Service: (i) use the Services in any manner that could interfere with, disrupt, negatively affect or inhibit



other users from fully enjoying the Service or that could damage, disable, overburden or impair the functioning of the Service; (ii) use the Services for any illegal or unauthorized purpose or to engage in, encourage or promote any activity that unlawful or that violates these Terms; and (iii) circumvent or attempt to circumvent any filtering, security measures, rate limits or other features designed to protect the Service, its users, or third parties.

IF YOU VIOLATE ANY OF THESE TERMS, IN ADDITION TO ANY OTHER REMEDIES POP SANDBOX OR ITS PROVIDERS MAY HAVE, YOUR PERMISSION TO USE THE APP IMMEDIATELY TERMINATES WITHOUT THE NECESSITY OF ANY NOTICE. POP SANDBOX RETAINS THE RIGHT TO DENY ACCESS TO ANYONE AT ITS DISCRETION FOR ANY REASON, INCLUDING FOR VIOLATION OF THESE TERMS. FEES AND PAYMENT TERMS

You can purchase On-Foot tours one at a time. Payment for an On-Foot tour is due upon purchase of an On-Foot tour. Pop Sandbox, at its sole discretion, may modify its pricing. All payments must be made in Canadian Dollars and by credit/debit card via an authorized On-Foot payment processor. You hereby authorize Pop Sandbox (or its authorized payment processor) to charge the credit/debit card number provided to Pop Sandbox, and you represent and warrant that you are authorized to use and have fees charged to the credit/debit card number provided to Pop Sandbox. You may withdraw such authorization by utilizing the cancellation mechanism provided via the Service, or by emailing us at alex@popsandbox.com.

POP SANDBOX'S RIGHTS

As between you and Pop Sandbox, all information, materials and content of the Service, including text, graphics, data, formatting, graphs, designs, HTML, look and feel, photographs, music, sounds, images, software, videos, designs, typefaces, source and object code, format, queries, algorithms and other content ("**Content**") is owned by Pop Sandbox or is used with permission. Pop Sandbox reserves all rights not expressly set forth in these Terms.

USER CONTENT AND UNLAWFUL BEHAVIOUR

Our App, Site and Services may contain bulletin boards, chat rooms, or other message or communications facilities, e-mail or other forums in which users may submit public and private content ("**Forums**"). You agree to use the Forums only to send and receive messages and material that shall not, in any manner or to any extent, do any of the following:

- commit any criminal or quasi-criminal offence, including without limitation, any pornography, hate, assault, or economic crime whatsoever
- defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others
- publish, post, distribute or disseminate any defamatory, infringing, obscene, indecent or unlawful material or information
- infringe, contravene, breach or otherwise interfere with or harm the rights of any other person, including without limitation, any contractual, personality, confidentiality, privacy, moral, statutory, common law or intellectual property



- upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer
- delete any author attributions, trademarks, trade names, logos, legal notices or proprietary designations or labels in any file that is uploaded
- falsify the origin or source of software, information or other material contained in a file that is uploaded
- advertise or offer to sell any goods or services, or conduct or forward any surveys, contests, or chain letters; and
- download any file posted by another user of a Forum that you know, or reasonably should know, cannot be legally distributed in such manner.

You acknowledge and agree that some Forums may be public communications. Pop Sandbox will own exclusive rights, including all intellectual property rights, to any feedback, suggestions, ideas, or other information or materials that you provide regarding On-Foot, regardless of Forum ("**User Content**"). Any User Content you submit is non-confidential and will become the sole property of Pop Sandbox. Pop Sandbox will be entitled to the unrestricted use and dissemination of such User Content for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You waive any rights you may have to the User Content (including any copyrights or moral rights). Do not send User Content to Pop Sandbox if you expect to be paid or want to continue to own or claim rights in your Feedback. Pop Sandbox also has the right to disclose your identity to any third party who is claiming that any content posted by you constitutes a violation of their intellectual property rights, or of their right to privacy.

Further, you acknowledge public user communications in Forums are not monitored, screened, sanctioned or endorsed by Pop Sandbox and such communications shall not be considered reviewed, screened, or approved by Pop Sandbox. Pop Sandbox reserves the right for any reason to remove at any time without notice any User Content of the Forums received from users, including without limitation bulletin board postings. Pop Sandbox reserves the right to deny, in its sole and absolute discretion, any user access to the App, Sites or any portion, including Forums, thereof without notice.

DISCLAIMERS

THE LAWS OF CERTAIN JURISDICTIONS, INCLUDING QUEBEC, DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LEGAL WARRANTIES AND THE EXCLUSION OR LIMITATION OF REPRESENTATIONS MADE CONCERNING GOODS OR SERVICES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE BELOW EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, SAFETY, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. POP SANDBOX DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THESE TERMS, THE SERVICE AND ALL THIRD-



PARTY SERVICES OR THIRD-PARTY MATERIALS, WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE, INCLUDING ANY AND ALL (A) WARRANTIES AND CONDITIONS OF MERCHANTABILITY, (B) WARRANTIES AND CONDITIONS OF FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT POP SANDBOX KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED OR IS OTHERWISE AWARE OF ANY SUCH PURPOSE), AND (C) WARRANTIES AND CONDITIONS OF NON-INFRINGEMENT OR CONDITION OF TITLE. POP SANDBOX DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE APP WILL BE ACCURATE OR MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE APP WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY DEFECTS IN THE APP WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION, GUIDELINES OR ADVICE GIVEN BY POP SANDBOX OR ITS AUTHORIZED REPRESENTATIVE WILL CREATE A WARRANTY.

LIMITATION OF LIABILITY

THE LAWS OF CERTAIN JURISDICTIONS, INCLUDING QUEBEC, DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LEGAL WARRANTIES AND THE EXCLUSION OR LIMITATION OF REPRESENTATIONS MADE CONCERNING GOODS OR SERVICES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE BELOW EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

IN NO EVENT WILL POP SANDBOX, OR ITS AGENTS, VENDORS, TOUR LOCATIONS, PARTNERS OR AFFILIATES BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY DIRECT, INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROPERTY, PHYSICAL LOSSES, DEATH OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THESE TERMS, THE SERVICE (INCLUDING, THE APP AND ANY ON-FOOT TOUR), AND/OR THIRD-PARTY SERVICES OR MATERIALS, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY) AND EVEN IF POP SANDBOX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU.

FOR ANY LOSS OR DAMAGE THAT IS NOT EXCLUDED UNDER THESE TERMS, THE TOTAL LIABILITY OF POP SANDBOX AND ITS DIRECTOR, EMPLOYEES, AGENTS, AFFILIATES, TOUR LOCATIONS, VENDORS AND INVESTORS WILL NOT EXCEED THE FEE FOR THE PARTICULAR ON-FOOT TOUR FROM WHICH THE LOSS OR DAMAGES AROSE (AS OPPOSED TO ANY OTHER FEES/COSTS INCLUDING, BUT NOT LIMITED TO, ANY FEES ASSOCIATED WITH YOUR DEVICE).

INDEMNIFICATION

You agree to defend, indemnify, and hold Pop Sandbox and its employees, agents, vendors, tour locations, partners, and affiliates harmless from and against any actual or threatened suits, actions, proceedings (at law or in equity), claims, damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs, and expenses (including reasonable attorneys' fees, costs, penalties, interest, and disbursements) arising from or related to any conduct with respect to the Service or violation (or alleged violation) of these Terms or the rights of any third party by you or any person using your On-Foot account or App.



THIRD PARTY SOFTWARE

The software you download consists of a package of components, including certain third party software provided under separate third party license terms. Your use of this third party software in conjunction with the App in a manner consistent with the terms of these Terms is permitted, however, you may have broader rights under the applicable third party license terms, and nothing in these Terms is intended to impose further restrictions on your use of this third party software.

LINKS

The Site and App may contain links to other websites that may or may not be affiliated with Pop Sandbox ("**Linked Sites**"). The Linked Sites are provided for your convenience and information only and, as such, you access them at your own risk. The content of any Linked Sites may not be under our control, and we are not responsible for, and does not endorse, such content, whether or not Pop Sandbox is affiliated with the owners of such Linked Sites. Linked Sites may have terms of use that differ from, or contain terms, in addition to these Terms. You may not establish a hyperlink to download the App that states or implies any sponsorship or endorsement of your web site by Pop Sandbox, or its affiliates or providers.

CHANGES TO THE SERVICE

Pop Sandbox reserves the right in our discretion to review, improve, change or discontinue, temporarily or permanently, the Service and/or any features, information, materials or content on the Service with or without providing notice to you. Pop Sandbox will not be liable to you or any third party for any changes or discontinuance of the Service or any part of the Service.

SUSPENSION AND TERMINATION

Pop Sandbox may suspend or terminate your rights to access or use the Service (including the App) for any reason or for no reason at all and with or without notice at Pop Sandbox's discretion. Suspension or termination may include restricting access to and use of the App. All of the terms of these Terms (excluding the license grant) will survive any termination or suspension.

GENERAL

Enforcement of these Terms is solely at Pop Sandbox's discretion. Failure to enforce any part of these Terms in some instances does not constitute a waiver of our right to enforce the same or other part of these Terms in other instances. If any provision of these Terms is or becomes unlawful, void or otherwise unenforceable (including the warranty disclaimers and liability limitations above), then that provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remaining provisions of these Terms will continue in full force and effect. As used in these Terms, "including" means "including (without limitation)." The section headings these Terms and are for reference purposes only and will not affect the meaning or interpretation of these Terms.

These Terms (and the other policies and terms referred to above) make up the entire agreement between you and us regarding the Service, and they supersede any prior agreements that may have been made.



GOVERNING LAW

These Terms and any separate agreements whereby we provide you Services shall be governed and constructed in accordance with the laws of the province of Ontario, Canada.

CONTACT US

If you have any questions about these Terms, please email us at alex@popsandbox.com.

NOTICE REGARDING APPLE

Notwithstanding any terms to the contrary in these Terms, the following additional terms will apply to the download of the App for use on the iPhone, iPod Touch or iPad:

You and Pop Sandbox acknowledge that these Terms are solely between you and Pop Sandbox, and not with Apple, Inc. ("Apple"), and that Pop Sandbox, not Apple, is solely responsible for the Service, the content thereof, maintenance, support services and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). You acknowledge and agree that the availability of the App is dependent on the third party from which you received the App, e.g., the Apple iPhone App Store ("App Store"). You agree to pay all fees charged by the App Store in connection with the App (if any). You further acknowledge that the usage rules for the App are subject to any additional restrictions set forth in the Usage Rules for the Apple App Store Terms of Service ("Apple Usage Rules") as of the date you download the App. In the event of any conflict between the terms and conditions of the Apple Usage Rules and the terms and conditions of these Terms, the terms and conditions of the Apple Usage Rules will govern if they are more restrictive.

Scope of License

The license granted to you is limited to a non-transferable license to use the App on any iPhone, iPod Touch or iPad that you own or control as permitted by the Apple Usage Rules.

Maintenance and Support

Pop Sandbox is solely responsible for providing maintenance and support services with respect to the App. You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App.

Warranty

You acknowledge and agree that Apple is not responsible for any product warranties, whether express or implied by law, with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, paid to Apple for the App by you, and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App. You also acknowledge and agree that to the extent that there are any applicable warranties, or any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any such applicable warranty, such will be the sole responsibility of Pop Sandbox. However, you understand and agree that, in accordance with these Terms, Pop Sandbox has disclaimed all warranties of any kind with respect to the App, and therefore, there are no warranties applicable to the App, except those implied by law.



Product Claims

You and Pop Sandbox acknowledge and agree that as between Apple and Pop Sandbox, Pop Sandbox, not Apple, is responsible for addressing any of your claims or any third party claims relating to the App or your possession and/or use of the App, including, but not limited to (a) product liability claims, (b) any claim that the App fails to conform to any applicable legal or regulatory requirement, and (c) claims arising under consumer protection or similar legislation.

Intellectual Property Rights

You and Pop Sandbox acknowledge and agree that, in the event of any third party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, Pop Sandbox, and not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required under these Terms.

Developer Name and Address

Any end-user questions, complaints or claims with respect to the App should be directed to:

Pop Sandbox Inc.
127 Oakwood Ave, 2nd Floor
York, ON M6H 2W2
Email: alex@popsandbox.com

Third Party Beneficiary

The parties acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce any of the terms and conditions of these Terms against you as a third party beneficiary thereof. However, the right of Pop Sandbox to terminate, rescind or make any change to these Terms is not subject to the consent of any other person.