

END USER LICENCE AGREEMENT (TERMS OF USE AND DISCLAIMER)

English below/Avis en français; si vous choisissez de télécharger l'application Attrape Moment^{MC} (ou Moment CatcherTM si vous préférez télécharger la version anglaise), vous acceptez d'être lié par les termes de la présente. Vous acceptez également que le présent document soit rédigé en anglais. Si vous ne comprenez pas l'anglais et avez des questions sur le contenu du présent document, communiquez avec nous avant de télécharger l'application, à support@attrapemoment.com ou support@momentcatcher.ca et il nous fera plaisir de répondre à vos questions et de vous expliquer que nous ne sommes responsables de pas grand-chose à part tenter de vous fournir l'Attrape Moment^{MC} avec le moins de bogues possibles et que vous l'utilisez essentiellement « à vos risques et périls » (nos avocats nous ont recommandé d'écrire que le résumé de vos droits et obligations dans le présent avis en Français ne limitent pas l'entière responsabilité de vos droits et obligations décrites plus bas, en anglais. Eh qu'ils sont fatigués des fois eux autres! On voulait faire un petit avis de 3 lignes et à cause d'eux, ça va prendre une page!) Bon, pour revenir à ce qu'on disait, « à vos risques et périls » ça sonne intense dit comme ça, mais on n'a pas le choix parce que dans certains pays du monde dont un qu'on ne nommera pas, les gens se poursuivent parfois pour des riens et les poursuites, ça coûte cher. Et comme on ne veut pas de poursuites sur le dos, bien ça prend un document comme celui-ci pour se protéger et les éviter. Donc le contenu complet qui explique vos obligations et responsabilités est ci-bas, en anglais. Et vous acceptez tout ce qui suit si vous téléchargez l'application. On ne peut pas être bien bien plus clairs que ça... et on espère que vous aimerez l'Attrape Moment^{MC}!

Grolux2 Productions Inc., owner of the Moment CatcherTM application (“**we**” or the “**Moment CatcherTM**”) provides multi-media content creating and sharing application (including any updates, new versions or new releases thereof) which we make available through online services such as the App Store and Google Play. The services offered by Moment CatcherTM include, the Moment CatcherTM uploading facility the Moment CatcherTM Application and any other services offered by Moment CatcherTM in connection with the Moment CatcherTM Application, including any feature available through an in-app purchase, or not (any and all of the foregoing, the “**Services**”).

Please read the following terms and conditions (“**Terms of Use**”) carefully. These Terms of Use govern your access to and use of our Services and constitute a binding legal agreement between you and Moment CatcherTM.

You acknowledge and agree that, by clicking on the “allow” button via pop up screen in the Moment CatcherTM application (defined below), by accessing or using the services or site, by downloading or posting or sending any content through the services or site, or by downloading the Moment CatcherTM Application, you are indicating that you have read, and that you understand and agree to be bound by these terms. If you do not agree to these terms, then you have no right to access or use the services, site or content.

You agree that Moment CatcherTM collects and uses technical data and other related data, including technical data regarding your device. This information is collected regularly in order to facilitate offers to update your software, product support, and other services that may be offered with regard to the Application. Moment CatcherTM may use this data while ensuring that your identity is not revealed, in order to improve its products or to offer services and technologies.

You may upload Content (defined below) through the Moment Catcher™ Application to third party social networking sites or other websites. Please note that these third party social networking sites or other websites may have their own terms of use and privacy policies, it is your responsibility to read and accept the terms of use and privacy policies of such third party social networking sites or other websites when you use and interact with them. You agree to take sole responsibility for any activities or actions you made through the Moment Catcher™ Application that you have downloaded. You agree, in accordance with the present license, the Moment Catcher™ Application cannot be used with an operating system (iOS, etc.) that you do not own, and for which you have not been given control as an authorized user by the owner of the device. However, you are sole responsible for any activities or actions made through the Moment Catcher™ Application on your device (phone or tablet) whether or not you have authorized such activities or actions.

Responsibility for Minors Under your Supervision

In the event that you have authorized a minor to use the Application, you acknowledge that you are responsible: i) for his or her behaviour; ii) of controlling the access and use of the Application; and iii) of all consequences resulting from any inappropriate use of the Application. You acknowledge that some features may contain inappropriate content for a minor. We recommend that all minors under your care be supervised while using the Application.

Modification

Moment Catcher™ reserves the right, at its sole discretion, to modify, discontinue or terminate the Services or Site or to modify these Terms of Use, at any time and without prior notice. By continuing to access or use the Services or Site after we have posted a modification on the Site or have provided you with notice of a modification through the Services, you are indicating that you agree to be bound by the modified Terms of Use. If the modified Terms of Use are not acceptable to you, your only recourse is to cease using the Services and Site.

User Content

We may in our own discretion allow users to post, upload, publish, submit or transmit text, graphics, images, music, audio, video, information or other materials to be made available through the Services (any and all of the foregoing "**Content**"). Moment Catcher™ does not claim any ownership rights in any such Content and nothing in these Terms of Use will be deemed to restrict any rights that you may have to use and exploit any such Content.

You acknowledge and agree that you are solely responsible for all Content that you make available through the Services. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all User Content that you make available through the Services or you have all rights, licenses, consents and releases that are necessary to grant to Moment Catcher™ the rights in such Content, as contemplated under these Terms of Use; and (ii) neither the Content nor your posting, uploading, publication, submission or transmittal of the User Content or Moment Catcher™'s use of the Content (or any portion thereof) on, through or by means of the Services will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation, and that you will indemnify Moment Catcher™'s owners of any claim relating to the breach of this representations and warranty.

We reserve the right to remove any Content at any time at our sole discretion.

Ownership

The Services are protected by copyright, trademark, and other laws of Quebec and foreign countries. Except as expressly provided in these Terms of Use, Moment Catcher™ exclusively owns all right, title and interest in and to the Site including all associated intellectual property rights. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services.

Content License

Subject to your compliance with the terms and conditions of these Terms of Use, Moment Catcher™ grants you a limited, non-exclusive, non-transferable, revocable license, without the right to sublicense, to access and use the Services solely for your personal and non-commercial purposes. You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted in these Terms of Use. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Moment Catcher™ or its licensors, except for the licenses and rights expressly granted in these Terms of Use.

General Prohibitions

You agree not to do any of the following:

- Post, upload, publish, submit or transmit any text, graphics, images, software, music, audio, video, information or other material that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; or (vii) promotes illegal or harmful activities or substances.
- Use, display, mirror or frame the Services, or any individual element within the Services, Moment Catcher™'s name, any Moment Catcher™ trademark, logo or other proprietary information or any third party name, trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Moment Catcher™'s express written consent;
- Access, tamper with, or use non-public areas of the Services, Moment Catcher™'s computer systems, or the technical delivery systems of Moment Catcher™'s providers;
- Attempt to probe, scan, or test the vulnerability of any Moment Catcher™ system or network or breach any security or authentication measures;
- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Moment Catcher™ or any of Moment Catcher™'s providers or any other third party (including another Registered User) to protect the Services;

- Attempt to access or search the Services or download them through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Moment Catcher™ or other generally available third party web browsers;
- Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- Use any meta tags or other hidden text or metadata utilizing a Moment Catcher™ trademark, logo URL or product name without Moment Catcher™'s express written consent;
- Use the Services for any commercial purpose or the benefit of any third party or in any manner not permitted by these Terms of Use;
- Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services to send altered, deceptive or false source-identifying information;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
- Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;
- Impersonate or misrepresent your affiliation with any person or entity;
- Violate any applicable law or regulation; or
- Encourage or enable any other individual to do any of the foregoing.

In-Application Rules

In addition to the General Prohibitions listed above, your use of the Moment Catcher™ Application is governed by specific rules ("***In-Application Rules***") maintained and enforced exclusively by Moment Catcher™. Your cooperation in understanding and complying with the In-Application Rules is essential to ensure that all users can enjoy their experience with the Moment Catcher™ Application. According to the In-Application Rules, you must:

- Respect the rights of other users to enjoy and use the Moment Catcher™ Application. To this end, you may not defraud, harass, threaten, or cause distress and/or unwanted attention to other users. You will not report users maliciously, or cause them to be investigated without reason;
- Not spam, flood, or make duplicate posts, post commercial solicitations or ads when engaging in any interaction with other users or any Moment Catcher™ employees or agents, including customer service representatives, or otherwise disrupt the normal flow of dialogue, or use sexually explicit, harmful, threatening, abusive, defamatory, obscene, hateful, or racially or ethnically offensive language or link to any such language or content;
- Not post or communicate any user's "real world" information (name, address, etc.) through the Moment Catcher™ Application without their express permission;
- Not offer or perform in-application services for money;
- Not exploit any errors in design features which have not been documented, and/or "bugs" to gain access to content that is otherwise not available, or to obtain a competitive advantage over other users or any other unintended benefit; or communicate the existence of any such errors or "bugs", either directly or through public posting, to other

- Registered Users. Errors and bugs should be promptly reported to us via support@atrapemoment.com or support@momentcatcher.ca;
- Not use the report system available at support@atrapemoment.com or support@momentcatcher.ca to inflict harm upon or harass anyone, to submit false reports, or to cause undue load on our servers; or
 - Engage in any other conduct that is disrespectful to others or contrary to the “spirit” of the Moment Catcher™ Application.

Support

Moment Catcher™ may provide, at its sole discretion, maintenance and support for its Moment Catcher™ Application, and discontinue such maintenance and support at any time without notice to you.

All questions, complaints or claims with respect to the Moment Catcher™ Application should be addressed by email at: support@atrapemoment.com or support@momentcatcher.ca.

Enforcement

Moment Catcher™, Apple Inc. and its subsidiaries will have the right to investigate and prosecute violations of any Terms of Use, including without limitation the General Prohibitions and the In-Application Rules to the fullest extent of the law. Moment Catcher™, Apple Inc. and its subsidiaries may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms of Use. You acknowledge that Moment Catcher™ has no obligation to monitor your access to or use of the Services or to review or edit any Content, but has the right to do so for the purpose of operating the Services, to ensure your compliance with these Terms of Use, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. Moment Catcher™ reserves the right, at any time and without prior notice, to remove or disable access to any Services including, any Content or to suspend or terminate a the licence provided herein to the user, for any reason, including when Moment Catcher™, in its sole discretion, considers a user to be in violation of these Terms of Use or otherwise harmful to the Services.

Indemnity

You agree to defend, indemnify, and hold Moment Catcher™, its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Services, or your violation of these Terms of Use.

Termination and Account Cancellation

If you breach any of these Terms of Use, Moment Catcher™ will have the right to suspend or disable or terminate these Terms of Use, at its sole discretion and without prior notice to you. Moment Catcher™ reserves the right to revoke your access to and use of the Services at any time, with or without cause. In the event Moment Catcher™ terminates these Terms of Use for your breach, you will remain liable for all amounts due in accordance with the present terms of use.

The following provisions will survive termination of this Agreement: Ownership, User Content, Feedback, General Prohibitions, In-Application Rules, Disclaimers, Indemnity, Limitation of Liability, Controlling Law and Jurisdiction, Entire Agreement, and General.

Disclaimers

The site and Services are provided “as is”, without warranty of any kind, either express or implied and you expressly agree that your use of the site, services and content is at your sole risk. Without limiting the foregoing, Moment Catcher™ explicitly disclaims any warranties of merchantability, fitness for a particular purpose, quiet enjoyment or non-infringement, and any warranties arising out of course of dealing or usage of trade. Moment Catcher™ makes no warranty (i) that the services will meet your requirements or be available on an uninterrupted, secure, or error-free basis; or (ii) regarding the quality of any content accessed or obtained through the Services or the reliability of such Services;

No advice or information, whether oral or written, obtained from Moment Catcher™ or through the site, services or content, will create any warranty not expressly made herein.

You are solely responsible for obtaining and maintaining adequate internet connections and paying for the related charges that may apply in connection with you use of the services.

You are solely responsible for all of your communications and interactions with other users of the Services and with other persons with whom you communicate or interact as a result of your use of the Services. You understand that Moment Catcher™ does not screen or inquire into the background of any users of the Services, nor does Moment Catcher™ make any attempt to verify the statements of users of the Services. Moment Catcher™ makes no representations or warranties as to the conduct of users of the Services.

Limitation of Liability

You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the Services remains with you. Neither Moment Catcher™, nor Apple Inc. and its subsidiaries, nor any other party involved in creating, producing, or delivering the services will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, services interruption, computer damage or system failure or the cost of substitute products or services, or for any other damages arising out of or in connection with these terms of use or from the use of or inability to use the Services, or from any communications, interactions or meetings with other users of the Services or other persons with whom you communicate or interact as a result of your use of the Services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not Moment Catcher™ has been informed of the possibility of such damages, even if a limited remedy set forth herein is found to have failed its essential purpose.

In no event will Moment Catcher™'s aggregate liability arising out of or in connection with these terms or from the use of or inability to use the site, services or content exceed the amounts you have paid to Moment Catcher™ for use of the Services prior to the event that gave rise to liability, if you have made any payments to Moment Catcher™, or twenty-five dollars (\$25) if you have not made any payments to Moment Catcher™, as applicable. You recognize these amounts to be reasonable estimated liquidated damages of the damages you could potentially suffer. If you do not accept this, again, do not purchase and/or download the Services. The

limitations of damages set forth above are fundamental elements of the basis of the bargain between Moment Catcher™ and you. Some jurisdictions do not allow the exclusion or limitation of liability for damages, so the above limitation may not apply to you. It is your responsibility to enquire prior to purchasing and/or downloading the Services.

Proprietary Rights Notices

All trademarks, service marks, logos, trade names and any other proprietary designations of Moment Catcher™ used herein are trademarks and/or registered trademarks of Moment Catcher™, and/or Les Productions Grolux2 inc.. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective parties.

Controlling Law and Jurisdiction

These Terms of Use and any action related thereto will be governed by the laws of the province of Quebec. Any dispute that arises regarding the assessment of the validity, interpretation, performance and/or termination hereof, shall be subject to the jurisdiction of the courts of Quebec, district of Montreal.

Entire Agreement

These Terms of Use constitute the entire and exclusive understanding and agreement between Moment Catcher™ and you regarding the Services and these Terms of Use supersede and replace any and all prior oral or written understandings or agreements between Moment Catcher™ and you regarding the Services.

Third Party Beneficiary

By using Moment Catcher™, you acknowledge and agree that Apple Inc. and its subsidiaries are third party beneficiaries to these Terms of Use. As such, Apple Inc. and its subsidiaries are not liable for any incidental, special, exemplary or consequential damages arising out of or in connection with these Terms of Use.

Apple Inc. and its subsidiaries have the right, at its sole discretion, to enforce these Terms of Use against any user considered to be in violation of these Terms of Use.

Legal Compliance

By using Moment Catcher™, you represent and warrant that you are not located in a U.S. embargoed country or in a country designated by the U.S. Government as a “terrorist supporting” country. You also represent and warrant that you are not listed on any U.S. Government list of prohibited or restricted parties.

Notices

You consent to the use of: (i) electronic means to complete these Terms of Use and to deliver any notices or other communications permitted or required hereunder; and (ii) electronic records to store information related to these Terms of Use or your use of the Services. Any notices or other communications permitted or required hereunder, including those regarding modifications

to these Terms of Use, will be in writing and given: (a) by Moment Catcher™ via email (in each case to the address that you provide) or (b) by posting through the Services. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

General

The failure of Moment Catcher™ to enforce any right or provision of these Terms of Use will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Moment Catcher™. Except as expressly set forth in these Terms of Use, the exercise by either party of any of its remedies under these Terms of Use will be without prejudice to its other remedies under these Terms of Use or otherwise. If for any reason a court of competent jurisdiction finds any provision of these Terms of Use invalid or unenforceable, the other provisions of these Terms of Use will remain in full force and effect.