

TERMS OF SALE

November 2020

Welcome to Sprig Home and Store operated in Canada by Sprig Learning, located at 858 Bank Street, Suite 100, Ottawa, Ontario. References in these Terms of Sale to "Sprig," "We," "Us," "Our" refer to Sprig Learning Inc., as applicable to your jurisdiction.

"Home" and "Store" refers to our online and retail venues that allow you to browse, view, acquire, purchase, and rate and review products and services including devices, game consoles, digital content, applications, games, services, and more.

These Terms of Sale ("Terms of Sale") cover use of the Sprig Home, Sprig Store, and other Sprig services that refer to these Terms of Sale (collectively "Store"). Through the Sprig Home website, Sprig provides access to a variety of merchandise (collectively "Merchandise"). The term "Merchandise" includes Services. By using the Store, or by acquiring products or services from the Store, you accept and agree to these Terms of Sale, Sprig's Privacy Statement (<https://www.spriglearning.com/privacy-policy/>), and applicable terms and conditions, policies or disclaimers found in the Store or referenced in these Terms of Sale (collectively the "Store Policies"). We encourage you to read the Store Policies carefully. YOU MAY NOT USE THE STORE IF YOU DO NOT AGREE TO THE STORE POLICIES.

Return Policy

We want you to be fully satisfied with all of your purchases from Sprig Learning. If for any reason, you wish to return or exchange an item you have purchased from Sprig Store, we will do our best to make it fast and easy.

Returns and exchanges will be accepted within **30 days** of delivery for a full refund, minus shipping charges, with the exception of the Christmas period. Products purchased as gifts between Nov. 1st and Dec. 24th may be returned up until Jan. 31st.

Please email support@spriglearning.com as soon as possible for instructions if you wish to return or exchange an item.

If an item is damaged in transport or is found to be defective, we will replace the item as quickly as possible or refund you if the item is no longer available. We may request photos of the visible damage.

If an item appears to have a manufacturer's defect, we will do our best to resolve it as quickly as possible. However, each situation is unique. Depending on the product and manufacturer, we may:

- contact you for further details
- request the manufacturer to replace the defective parts or the entire product
- request the item to be returned to verify the defect

Any shipping charges you may incur for a product found to be defective will be reimbursed.

Please note: Unless an item is found to be defective, return shipping is your responsibility. All items must be returned in completely resalable condition. We will refund your account, using the same method of payment as the original order, once we have received the item and verified the condition.

Resalable condition: What does it mean?

To us, this means unused, in original packaging, as if unopened.

To you, this means that it is best not to open it until you are sure that you want to keep it. Should you need to open the box in order to determine that, make sure that you do not damage, or lose any part of the original packaging. You will need to put it back in the box exactly as you received it, including twist ties, screws and other things used to ensure that it can be shipped safely. And be sure to save all original shipping materials for repacking. You will be responsible for repacking the item so that it will not be damaged during return shipping.

TERMS RELATING TO YOUR USE OF THE STORE

1. **SprigID.** The Store requires you to open an account, you must complete the registration process by providing us with current, complete and accurate information required by the applicable registration form. You may also be required to accept a service agreement or separate terms of use as a condition of opening the account. Your use of the account to access the Store and content you have acquired from the Store is subject to all of the terms governing the Sprig ID account. You are responsible for keeping your account information and password confidential and are responsible for all activity that occurs under your account.

2. **No Unlawful or Prohibited Use.** As a condition of your use of the Store, you warrant to us that you will not use the Store for any purpose that is unlawful or prohibited by these Terms of Sale, the Store Policies, or any other terms that apply to your use of the Store. You may not use the Store in any manner that could damage, disable, overburden, or impair any Sprig server, or the network(s) connected to any Sprig server, or interfere with any other party's use and enjoyment of the Store. You may not attempt to gain unauthorized access to the Store, other accounts, computer systems or networks connected to any Sprig server or to the Store, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Store. You may not use the Store in a way that infringes rights of third parties, including willfully harming a person or entity, including Sprig. You may not commercially distribute, publish, license, or sell any products, information or services obtained from the Store.

3. **Materials You Provide to Sprig or Post in the Store.** Sprig does not claim ownership of the materials you provide to Sprig (including feedback, ratings, reviews and suggestions) or post, upload, input or submit to the Store or associated Sprig services for review by others (each a "Submission" and collectively "Submissions"). However, you grant Sprig a royalty-free, perpetual, irrevocable, worldwide, non-exclusive and sublicensable right to use, modify, adapt, reproduce, create derivative works from, translate, edit, perform, distribute, and display your Submission, including your name, in any media. If

you publish your Submission in areas of the Store where it is available broadly online without restrictions, your Submission may appear in demonstrations or materials that promote the Store and/or the products, services and content offered in the Store. You warrant and represent that you have (and will have) all of the rights necessary to make any Submission you provide and to grant these rights to Sprig, on a worldwide basis and for the duration of these rights.

No compensation will be paid with respect to the use of your Submission. Sprig is under no obligation to post or use any Submission and Sprig may remove any Submission at any time at its sole discretion. Sprig takes no responsibility and assumes no liability for your Submissions, or the material others post, upload, input or submit using the Store.

If you rate or review Merchandise in the Store, you may receive email from Sprig which contains content from the publisher of the application.

Terms Relating to the Sale of Products to You

5. **Geographic Availability.** Available products and services may vary depending on your region or device. In addition, there may be limits on where we can ship goods or provide services or digital content. To complete your purchase, you may be required to have a valid billing and shipping address within Canada.

6. **End Users Only.** You must be an end user to purchase products and services from the Store. Resellers are not eligible to purchase or resell any products purchased on the Store.

7. **Export Limitations.** Products and services acquired from the Store may be subject to customs and export control laws and regulations. You agree to comply with all applicable international and national laws and regulations.

8. **Billing.** By providing Sprig with a payment method, you: (i) represent that you are authorized to use the payment method that you provided and that any payment information you provide is true and accurate; (ii) authorize Sprig to charge you for any products, services or available content purchased using your payment method; and (iii) authorize Sprig to charge you for any paid feature of the Store that you choose to sign up for or use. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed in connection with your transactions. We may bill you (a) in advance; (b) at the time of purchase; (c) shortly after purchase; or (d) on a recurring basis for subscriptions. Also, we may charge you up to the amount you have approved, and we will notify you in advance and in accordance with the terms of your subscription of any change in the amount to be charged for recurring subscriptions. We may bill you at the same time for more than one of your prior billing periods for amounts that haven't previously been processed. See the Automatic Renewal section below.

If you are taking part in any trial-period offer, you must cancel the service by the end of the trial period to avoid incurring new charges unless we notify you otherwise. If you do not cancel the service at the end of the trial period, you authorize us to charge your payment method for the product or service.

9. Recurring Payments. When you purchase products, services or content on a subscription basis (e.g., weekly, monthly, every 3 months, or annually (as applicable)), you acknowledge and agree that you are authorizing recurring payment, and payments shall be made to Sprig by the method you have chosen at the recurring intervals chosen by you, until the subscription is terminated by you or by Sprig or otherwise in accordance with its terms. By authorizing recurring payments, you are authorizing Sprig to process such payments as either electronic debits or fund transfers, or as electronic drafts from your designated account or as charges to your designated account (in the case of credit card or similar payments) (collectively, "Electronic Payments"). Subscription fees are generally billed or charged in advance of the applicable subscription period. If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, Sprig or its service providers reserve the right to collect any applicable return item, rejection or other fees as permitted by applicable law.

10. Product Availability and Quantity and Order Limits. Product prices and availability are subject to change at any time and without notice. Sprig may place a limit on the quantities that may be purchased per order, per account, per credit card, per person, or per household. If the products or services that you ordered are unavailable, we may contact you to offer you an alternative product. If you do not choose to purchase the alternative product, we will cancel your order.

Sprig may refuse or reject any order at any time, refunding you any monies you have paid for the order, for reasons which include, but are not limited to, if you have not met the conditions specified at the time of the order, if your payment cannot be processed, if the ordered products or services are not available, or for pricing or other errors. In the event of pricing or other errors, we reserve the right, in our discretion, to either (a) cancel your order or purchase or (b) contact you for instructions. In the event of cancellation, your access to the associated content will be disabled.

We may disable access to content associated with your account for any reason. Except to the extent required by applicable law, we have no obligation to provide a re-download or replacement of any content or application you purchase.

11. Warranty

TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAW, SPRIG AND ITS SUPPLIERS, DISTRIBUTORS, RESELLERS, AND CONTENT PROVIDERS MAKE NO EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, OR CONDITIONS, INCLUDING FOR MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, TITLE, OR NON-INFRINGEMENT. PRODUCTS OR SERVICES SOLD OR AVAILABLE IN THE STORE ARE WARRANTED, IF AT ALL, ONLY UNDER ANY LICENSE AGREEMENTS OR MANUFACTURER'S WARRANTIES THAT ACCOMPANY THEM. EXCEPT AS PROVIDED UNDER AN ACCOMPANYING LICENSE AGREEMENT OR MANUFACTURER'S WARRANTY:

- YOUR PURCHASE AND USE ARE AT YOUR OWN RISK;
- WE PROVIDE PRODUCTS AND SERVICES "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE";
- YOU ASSUME THE ENTIRE RISK AS TO THEIR QUALITY AND PERFORMANCE; AND
- SHOULD THEY PROVE DEFECTIVE, YOU CAN OPEN A SERVICE FILE TO INVESTIGATE THE SERVICING, REPAIR OR REPLACEMENT, IF APPLICABLE.

SPRIG DOESN'T GUARANTEE THE ACCURACY OR TIMELINESS OF INFORMATION AVAILABLE FROM THE STORE. YOU ACKNOWLEDGE THAT COMPUTER AND TELECOMMUNICATIONS SYSTEMS ARE NOT FAULT-FREE AND OCCASIONAL DOWNTIME OCCURS. WE DO NOT WARRANT THAT ACCESS TO THE STORE OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR THAT CONTENT LOSS WON'T OCCUR.

If, despite these Terms of Sale, you have any basis for recovering damages arising out of or RELATING TO the Store (including the Services), or any product or service offered, your exclusive remedy is to recover from SPRIG or ITS suppliers, resellers, distributors, and content providers DIRECT total damages up to (1) the price or fee for one month of any service, subscription, or similar fee (not including the purchase price for hardware, software, support, or extended warranties), or (2) if you live in (or are a business with your principal place of business in) Canada, CDN \$100.00 if there was no service, subscription, or similar fee, or (3) if you live in (or are a business with your principal place of business in) Canada.

12. Limitation of Liability

YOU AGREE THAT YOU CAN'T RECOVER ANY OTHER DAMAGES OR LOSSES, INCLUDING CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES, OR LOST PROFITS. The limitations and exclusions IN SECTIONS 11 AND 12 apply even if you incur damages and even if we knew or should have known about the possibility of the damages. SOME STATES OR PROVINCES/TERRITORIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

To the maximum extent permitted by law, these limitations and exclusions apply to All CLAIMS, UNDER ANY LEGAL THEORY, related to the Store (including the Services), these terms of sale, or any product or service offered, including loss of content, any virus OR MALWARE affecting your use of the Store OR ANY PRODUCT OR SERVICE ACQUIRED FROM THE STORE; AND delays or failures in starting or completing transmissions or transactions.

13. Arbitration

We hope we never have a dispute, but if we do, you and we agree to try for 60 days to resolve it informally. If we can't, you and we agree to binding individual arbitration before the Institute of Canada (ADRIC) under the Commercial Arbitral Act "CAC" and using UNCITRAL Model Law, and not to sue in court in front of a judge or jury. Instead, a neutral arbitrator will decide and the arbitrator's decision will be final except for a limited right of review under the CAC. Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity aren't allowed. Nor is combining individual proceedings without the consent of all parties. "we," "our," and "us" includes Sprig Learning.

14. Choice of law or Governing law. Unless otherwise stated the governing laws of the Province of Ontario will prevail as the means for any legal dispute.

15. Notices

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