

GENERAL TERMS OF SERVICE

FOR THE PAIRCONNEX PLATFORM

Last updated: XX August 2026

1. ACCEPTANCE OF THESE GENERAL TERMS OF SERVICE

1.1 Purpose

These General Terms of Service govern the use of PairConnex's all-in-one event software solution, accessible through a web browser or mobile application (the “**Platform**”), operated and offered by PairConnex Inc. (“**PairConnex**”).

The Platform enables the Client, among other things, to plan, organize, manage and host events of any nature and scale (each, an “**Event**”) and to make certain features of the Platform available to Participants in connection with those Events.

The General Terms of Service may be updated from time to time, subject to reasonable prior notice to the Client. Continued use of the Platform after the effective date constitutes acceptance of such updates.

1.2 Documents Forming the Agreement

The Client's use of the Platform is governed by the following documents, which collectively form the “**Agreement**”:

- a) **Subscription Plan**: means the subscription to the Platform selected by the Client, which specifies, among other things, the commitment period, included features and applicable Fees;
- b) **Data Processing Agreement**: means the agreement between PairConnex and the Client governing PairConnex's processing of Personal Information;
- c) **Terms of Use**: means the terms applicable to Users that govern their access to and use of the Platform;
- d) **Online Ticketing Terms**: means the terms and documents applicable to the Online Ticketing Services, as listed in Section 5.1; and
- e) **General Terms of Service**: means these General Terms of Service applicable to all Services offered by PairConnex and governing access to the Platform.

1.3 Definitions

In these General Terms of Service, the following capitalized words and expressions have the meanings assigned to them in the text or in this Section (unless the context otherwise requires, any defined term in the singular includes the plural, and vice versa):

- a) “**Analytics Data**” means data recorded, generated or compiled by PairConnex in connection with Users' use of the Platform, excluding Client Data and any Personal Information;
- b) “**Authorized Representative**” means employees, representatives and/or contractors working primarily on behalf of the Client who are authorized by the Client to use the Platform;
- c) “**Business Hours**” means 9:00 a.m. to 5:00 p.m. Eastern Time, Monday to Friday, excluding holidays applicable in the Province of Quebec, Canada;
- d) “**Client Data**” means any information or data uploaded to the Platform by the Client and/or Users or Authorized Representatives;
- e) “**Client**” means any individual or legal person that subscribes to the Platform;
- f) “**Documentation**” means any human-readable documentation accompanying the features of the Platform that enables them to be configured;
- g) “**External Applications**” means the services, applications, software and platforms provided by third parties that the Client elects to integrate, connect, embed or distribute through the Platform, including by means of hyperlinks, iframes, APIs or Client-owned credentials, including Zoom, Microsoft Teams, YouTube, Vimeo, Slido and SurveyMonkey. External Applications are used under the Client's licences and accounts and do not form part of the Platform or the Services provided by PairConnex;
- h) “**Fees**” means all fees payable by the Client in consideration for of the Services, in accordance with the terms of the Subscription Plan selected by the Client;
- i) “**Hosting Provider**” means any third-party provider retained by PairConnex to provide the hardware and software infrastructure required to operate and host the Platform and Client Data. As of the date hereof, the Hosting Provider is **Microsoft Azure**;
- j) “**Login Credentials**” means a method, including a username and password, that enables a user User to access a specific account on the Platform;
- k) “**Participant**” means any person participating in an Event planned, organized, managed and/or hosted by the Client;
- l) “**Payment Method**” means any payment method for which the Client has provided PairConnex and/or the Payment Processor's platform with information enabling the automatic debit of Fees in accordance with the terms of the Subscription Plan;
- m) “**Payment Processor**” means any third party retained by PairConnex to provide electronic payment services. As of the date hereof, the Payment Processor is **Stripe**;
- n) “**Personal Information**” means any information relating to an individual that directly or indirectly allows the individual to be identified, as well as any other information considered personal information under applicable privacy and personal information protection laws;

- o) **“Primary Currencies”** means the Canadian dollar (CAD), the U.S. dollar (USD) and the euro (EUR);
- p) **“Services”** means access to the features offered through the Platform in accordance with these General Terms of Service;
- q) **“Third-Party Services”** means the services provided by third parties within the meaning of Section 4.5. As of the date hereof, Third-Party Services include all External Applications; payment services provided by the Payment Processor; videoconferencing and webcasting services offered by Whereby (integrated); messaging and notification services provided by Twilio SMS, Twilio SendGrid and WhatsApp; and OpenAI.
- r) **“Users”** means, collectively, the Client, Authorized Representatives and Participants.

1.4 No Consumer Relationship

The Platform is offered exclusively for business, professional or organizational purposes and is not intended for use by individuals for personal or household purposes as consumers. By accepting these General Terms of Service, the Client represents and warrants that it is not acting as a consumer.

1.5 Authority and Capacity to Contract

If the Client is not an individual, the individual accepting these General Terms of Service on the Client's behalf represents and warrants to PairConnex that they are authorized to bind the Client.

2. ACCEPTABILITY OF EVENTS

2.1 Role of PairConnex

PairConnex does not organize, manage, sponsor or endorse Events created, planned, managed or distributed through the Platform, or their content, conduct or compliance with applicable laws and regulations.

PairConnex acts solely as a Services provider, which enable the Client to plan, organize, manage and/or host its Events.

2.2 Regulatory Compliance and Identity Verification

PairConnex reserves the right, in its sole discretion, to refuse, suspend or terminate access to the Platform or a Subscription Plan, including where required or considered necessary by PairConnex to comply with applicable legal or regulatory obligations, including those relating to economic sanctions, anti-money laundering and counter-terrorist financing.

For these purposes, PairConnex may, at any time, verify the identity of the Client, its Authorized Representatives and its ultimate beneficial owners, and require the disclosure of relevant information or documents, solely to the extent required to satisfy its legal or regulatory obligations.

2.3 Prohibited Events

Use of the Platform for any purpose that is unlawful or prohibited by these General Terms of Service is strictly prohibited. Prohibited content and Events include, without limitation, those involving unlawful or criminal activities, fraud, unlawful financial schemes or deceptive practices, trafficking in illegal goods or services, public incitement to hatred, violence or discrimination, or Events that are reasonably likely to materially harm PairConnex's reputation, as reasonably determined by PairConnex.

PairConnex reserves the right to refuse, suspend or cancel any Event and to remove any content that violates this Section or applicable law, without refund to the Client and without prejudice to any other remedy available under the Agreement or at law.

3. CLIENT RESPONSIBILITIES

3.1 Events

The Client remains at all times solely responsible for organizing and commercializing its Event, ensuring its legality, conducting it and selling tickets to Participants. The Client agrees to provide PairConnex with all relevant and/or available information necessary to enable the Client, its Authorized Representatives and its Participants to use the Platform.

3.2 Use of the Platform

The Client is fully responsible for all use of the Platform by Users and for ensuring that Users comply with their applicable obligations under these General Terms of Service and the Terms of Use. The Client is responsible for notifying PairConnex if any User fails to comply with such obligations.

3.3 Content, Communications and Notifications

The Platform provides the Client with communication and notification features that enable it, among other things, to centralize, automate and personalize messages sent to Participants, including mass emails, automated notifications and chat tools during Events.

PairConnex does not systematically monitor content uploaded to the Platform or communications between Participants on the Platform. The Client is solely responsible for the legality, accuracy and compliance of all content uploaded to the Platform and all communications sent through the Platform, including emails, notifications, chat messages and any other content accessible to Participants.

The Client agrees to promptly remove any unlawful content or communication, or any content or communication that PairConnex reasonably determines to be inappropriate, including content that constitutes public incitement to hatred, violence or discrimination, and to block access to the Platform by any User involved in such conduct.

PairConnex assumes no liability for the content of communications or for communications between the Client and Participants or among Participants through the Platform.

The Client is responsible for informing Participants that communications and exchanges on the Platform, including chats, may be accessible to the Client in its capacity as Event administrator and to PairConnex.

4. SERVICES

4.1 Nature of the Services

Provided that the Client complies at all times with the terms and conditions of the Agreement and that Users comply with these General Terms of Service and the Terms of Use, PairConnex permits them to access and use the Platform. For greater certainty, only the Client and Authorized Representatives have access to administrator features, while Participants have access only to features intended for them as Event Participants.

The Services are strictly limited to making the Platform available and providing access to its features as offered by PairConnex.

Any professional services or additional work, including any Platform customization, development of specific features, special integration or development carried out at the Client's request or in accordance with its instructions, is expressly excluded from the Services and shall be provided only under a separate written agreement entered into at PairConnex's sole discretion.

4.2 Updates

The PairConnex Platform may be updated from time to time, and new features may be added. PairConnex shall make such updates and new features available to the Client at its sole discretion and makes no commitment regarding the development of future versions of the Platform. The Client acknowledges that its Subscription Plan is not based on any promise to develop a future feature or on any communication from PairConnex concerning a future Platform feature.

PairConnex may, at any time and in its sole discretion, update, improve or otherwise modify the Platform, or change its technical specifications, without any obligation to notify the Client in advance. However, to the extent that such updates, improvements, modifications or changes to technical specifications are reasonably likely to make the Platform unavailable for a significant period, PairConnex shall, where possible, provide the Client with reasonable advance notice.

4.3 Maintenance

PairConnex and/or its Hosting Provider will need to perform maintenance on the Platform from time to time. PairConnex shall use reasonable efforts to perform maintenance in a manner that minimizes periods during which the Platform is unavailable to the Client. Where maintenance resulting in Platform downtime is scheduled in advance, PairConnex shall provide the Client with written notice of the scheduled timing and duration of the maintenance.

4.4 Login Credentials

Each User is responsible for maintaining the confidentiality, control and security of their Login Credentials. The Client remains fully responsible for any activity, action or use of the Platform carried

out using the Login Credentials of the Client and/or its Authorized Representatives, whether or not such use was authorized by the Client.

The User agrees to promptly notify PairConnex if any Login Credentials are compromised or if the User has reason to believe that Login Credentials may be used without authorization.

4.5 Exclusion of External Applications and Third-Party Services

The Platform may allow the Client, through its own account, to integrate, connect or make External Applications available. External Applications are not part of the Platform or PairConnex's Services and are governed exclusively by the applicable terms and policies of the relevant third-party providers. The Client is solely responsible for its use of External Applications, for complying with the terms applicable to them, and for obtaining and maintaining the licences required to access and use them.

PairConnex does not control Third-Party Services and makes no representation or warranty, express or implied, regarding their availability, continuity, security or operation. Accordingly, PairConnex shall not be liable for any interruption, failure, error or unavailability resulting from the use of Third-Party Services.

PairConnex shall nevertheless use reasonable efforts to cooperate with Third-Party Service providers and, where applicable, with Clients to maintain continuity of the Services and limit the foreseeable effects of any interruption of a Third-Party Service.

4.6 Usage Limits

The Services may be offered to the Client under a Subscription Plan that includes certain features and usage limits. Where applicable, the Services are limited:

- a) to the features included in the Subscription Plan selected by the Client; and/or
- b) by the usage limits, including the number of Users, number of connections and amount of hosted data, imposed by the Subscription Plan selected by the Client.

4.7 Prohibited Use

The Client agrees, on its own behalf and on behalf of its Authorized Representatives, not to directly or indirectly carry out, or permit or tolerate any person carrying out, any of the following:

- a) use the Platform for purposes other than planning, organizing, managing, hosting and/or participating in Events;
- b) access or attempt to access the source code or object code of the software comprising the Platform;
- c) copy all or any part of the Platform or Documentation, except as expressly authorized by this Agreement;
- d) decompile, disassemble or reverse engineer all or any part of the Platform, or create any derivative work based on all or any part of the Platform or Documentation;

- e) access or attempt to access data belonging to other PairConnex clients;
- f) take any action that a reasonable person would consider likely to impose an unreasonable load on the Platform;
- g) use the Platform or Documentation to develop software or services that are similar to or offer the same features;
- h) use the Platform to conduct comparative performance testing or benchmarking;
- i) allow persons other than the Client's affiliates to use the Platform's features or the Documentation;
- j) disable or circumvent any protection mechanism associated with the Platform or Documentation;
- k) use PairConnex's trademarks or logos in any manner without PairConnex's express written authorization; and
- l) upload to the Platform any content that violates applicable law or infringes another person's intellectual property rights.

4.8 Review and Monitoring of Use; Remedial Measures

PairConnex is authorized to review and monitor Users' use of the Platform to ensure compliance with the terms and conditions of the Agreement. Such review and/or monitoring may be carried out by PairConnex or by a third party retained by PairConnex at its expense.

Any review or monitoring of User activity is conducted exclusively for contractual and legal compliance, security, prevention of abuse and protection of the Platform, and is not intended to monitor Event content or the Client's business activities except to the extent necessary for such purposes.

If a review or monitoring conducted by PairConnex reveals that the Client or any of its Authorized Representatives has breached the terms of the Agreement, PairConnex may suspend access to the Platform for all or only some Users without prior notice. PairConnex shall notify the Client in writing of such suspension as soon as possible, and the Client shall then have an opportunity to remedy the alleged breach within a reasonable period, failing which the Client shall be considered in default under the Agreement and PairConnex may exercise the remedies available to it under the Agreement.

Where PairConnex has reason to believe that a Participant is violating the Platform Terms of Use, PairConnex may, in its sole discretion, suspend, restrict or revoke that Participant's access to the Platform without notice and notify the Client where reasonably appropriate in the circumstances. Such suspension, restriction or revocation does not constitute a default by PairConnex in respect of the Client. PairConnex shall in no event be liable for any consequences arising from the suspension or restriction of a Participant's access to the Platform, including any loss, claim or refund request relating to a ticket, registration fee or any other amount paid by or for the Participant.

4.9 Minimum Configuration

The Client agrees to obtain and maintain functioning computer systems and an Internet connection that meet any minimum configuration standards established by PairConnex from time to time.

4.10 Mobile Applications

The download and use of mobile applications provided from time to time by PairConnex are subject, in addition to these General Terms of Service, to the terms and conditions governing the Apple App Store and Google Play Store. The Client is responsible for ensuring that all Authorized Representatives comply with those terms and do not act in a manner that places PairConnex in breach of its agreements with Apple and Google concerning such mobile applications. Any failure by the Client in this regard shall be deemed a breach of these General Terms of Service.

The mobile applications are accessible only on compatible devices and operating systems. PairConnex does not warrant their operation on versions of iOS or Android that are outdated, unsupported or non-updated and may, in accordance with App Store or Google Play requirements, change the minimum required versions at any time.

The Client and Participants are responsible for ensuring that their devices are compatible and up to date. PairConnex disclaims all liability for any inability to access the mobile applications for this reason.

5. ONLINE TICKETING

5.1 Use of Stripe Connect

PairConnex uses Stripe Connect as its Payment Processor to offer the Online Ticketing Services. Use of the Online Ticketing Services requires the Client to open and maintain an active Stripe Connect account. The Client shall provide Stripe with all required information and keep such information up to date.

The Client's use of the Online Ticketing Services is subject to: (i) the [Stripe Connected Account Agreement](#), (ii) Stripe's applicable terms of use and service terms, and (iii) this Agreement, which collectively constitute the “**Online Ticketing Terms**”.

5.2 Merchant of Record

The Client is designated as the merchant of record for ticket sales for its Events processed through Stripe Connect. The Client is therefore the person legally responsible for all transactions with Participants, including ticket sales, payments collection and the issuance of receipts. The Client is also responsible for determining, collecting, reporting and remitting all taxes, duties or levies applicable to the products, services or tickets it offers through the Platform.

The Client assumes legal responsibility for the transactions, including any dispute, chargeback or refund relating to the purchase of a ticket to one of its Events.

5.3 Ticket Purchase Terms

The Client is responsible for setting ticket prices for its Event, managing ticket inventory and establishing applicable purchase and refund terms, in each case in accordance with the laws in force at the location of the Event, and for stating those terms in the applicable section of the Platform.

The Client is responsible for stating, in the applicable section of the Platform, the taxes and fees applicable to the purchase and sale of tickets, in accordance with the laws in force at the location of the Event.

5.4 Stripe Fees and Currency Conversion

Stripe service fees, currency conversion fees, chargeback fees, penalties, holds and any other amounts imposed by Stripe shall be borne by the Client and may be deducted from amounts otherwise payable to the Client.

The Client acknowledges that payments, refunds and other transactions made in a currency other than the Primary Currency associated with its connected Stripe account may be subject to currency conversion by Stripe. Any such conversion shall be carried out in accordance with Stripe's terms and at the exchange rate applicable at the time of the transaction. The Client shall bear all resulting fees and any losses arising out from exchange-rate fluctuations.

5.5 Negative Balances in the Connected Stripe Account

The Client is responsible for any negative balance in its connected Stripe account, including any negative balance resulting from refunds, chargebacks, payment disputes or other negative transactions. The Client agrees to indemnify PairConnex and reimburse PairConnex, on demand, for any amount, loss, fee or expense that PairConnex may incur or be required to pay in connection with such negative balance.

To the extent that this functionality is available from Stripe in the applicable jurisdiction, the Client authorizes PairConnex to instruct Stripe to debit from any external account linked to the Client's connected Stripe account the amounts required to cover any negative balance. The Client also acknowledges that any negative balance may be offset against future payments processed through its connected Stripe account.

In the event of a negative balance, PairConnex may, to the extent permitted by Stripe and the Online Ticketing Terms, take any reasonable measure to limit its exposure, including suspending payouts, suspending payment processing or closing the Client's connected Stripe account.

5.6 Suspension or Revocation of the Connected Account by Stripe

The Client acknowledges that Stripe may suspend, restrict or revoke its connected Stripe account for legal or regulatory compliance reasons or due to a breach of Stripe's terms and conditions. PairConnex does not control Stripe's decisions in this regard and assumes no liability for any action taken by Stripe in relation to the Client's connected Stripe account.

PairConnex may suspend the Client's access to the Online Ticketing Services if the Client's connected account is suspended, restricted or terminated by Stripe.

5.7 Ticket Refunds

If an Event is cancelled and/or a ticket is refunded for any reason, in accordance with the refund terms established by the Client, the Client remains solely responsible for authorizing, administering and managing all refunds, whether partial or full. Refunds are initiated by the Client through the Platform.

Refunds to the Participants are processed by the Payment Processor using the payment method used for the original ticket purchase. PairConnex does not guarantee the time required for, or manner of, processing any refund by the Payment Processor.

All fees, charges, currency conversion fees and costs associated with processing refunds shall be borne entirely by the Client. The Client acknowledges that transaction fees charged by the Payment Processor in connection with ticket purchases may not be refunded by the Payment Processor. The Client shall indemnify and reimburse PairConnex, on demand, for any amount that PairConnex may be required to pay in connection with ticket refunds and acknowledges that such amounts may be deducted from any payment otherwise payable by PairConnex to the Client, where applicable.

6. CLIENT DATA

6.1 Hosting Provider

The Client acknowledges and agrees that the PairConnex Platform and Client Data may be hosted by a third-party. PairConnex may change its Hosting Provider in its sole discretion. PairConnex shall ensure that Client Data collected and processed by PairConnex in connection with the provision of the Services is at all times stored exclusively on hosting infrastructure located in Canada, with no copies stored outside Canada.

6.2 Security Standards

PairConnex agrees to select Hosting Providers that offer security measures consistent with industry standards and that agree in writing with PairConnex to preserve the confidentiality of Client Data and to use such data only as necessary to provide the hosting services agreed upon with PairConnex.

6.3 Backups

PairConnex shall instruct the Hosting Provider to create backup copies of Client Data at reasonable intervals in accordance with industry standards.

6.4 Ownership

All Client Data is and shall remain at all times the exclusive property of the Client.

PairConnex agrees not to use Client Data except to the extent necessary to provide the Services or after being duly authorized to do so by the Client, and in accordance with its Privacy Policy. PairConnex acquires no ownership rights in Client Data.

6.5 Licence to Client Data

The Client grants PairConnex a non-exclusive, worldwide and royalty-free licence to reproduce, use and modify Client Data solely to the extent necessary to provide the Services.

6.6 Client Representation and Warranty

The Client represents and warrants to PairConnex that it has all necessary rights, including intellectual property rights, to upload Client Data to the Platform and that no operation that the Client, Authorized Representatives or PairConnex may perform on Client Data will infringe any third-party rights or violate applicable law. The Client acknowledges that it is responsible for Users' actions in relation to Client Data they upload to the Platform.

6.7 Analytics Data

PairConnex may generate Analytics Data using information derived from Clients' and Users' use of the Platform. Analytics Data does not include information that identifies a User.

Analytics Data may be used for the following purposes:

- a) improving the features of the Platform;

- b) providing technical support and improving technical support;
- c) training and developing algorithms;
- d) ensuring the security of the Platform and the integrity of Client Data;
- e) identifying trends and creating comparative analyses without reference to a specific client;

6.8 Treatment of Data at the End of the Agreement

At any time before the end of the Subscription Plan, the Client may download an electronic file containing all data collected from respondents in .xls or .csv format.

Unless the Client has selected the Data Dormancy Service (as defined below), PairConnex agrees to destroy all Client Data hosted on its servers within a reasonable period following the end of the Subscription Plan, in accordance with its Privacy Policy and applicable law.

The “**Data Dormancy Service**” allows PairConnex to securely retain Client Data after the end of the Subscription Plan, despite the deactivation of access to the Platform. During the dormancy period, the Client does not have direct access to Client Data. Any request for access or extraction must be submitted to PairConnex. Upon expiry of the dormancy period selected by the Client, the Data is permanently destroyed without further notice.

6.9 Personal Information

PairConnex's and the Client's obligations concerning the processing of Personal Information are set out in the **Data Processing Agreement**, which is incorporated into the Agreement by reference.

7. INTELLECTUAL PROPERTY

7.1 No Assignment of Intellectual Property Rights

No intellectual property rights are assigned or otherwise transferred to the Client under the Agreement. PairConnex is and shall remain the exclusive owner of all intellectual property rights in and to the Platform and its components, all content accessible through the Platform (excluding Client Data), the Documentation and the Services, including all updates, enhancements, adaptations and derivative works thereof, subject to any rights held by the providers of Third-Party Services and External Applications. The Client acquires no right, title or interest therein, other than the limited right to access and use the Platform in accordance with the Agreement.

7.2 Suggestions

If the Client or any person with access to the PairConnex Platform under this Agreement communicates with PairConnex regarding improvements or modifications to the Platform or the Services (“**Suggestions**”), the Client acknowledges that: (i) PairConnex has no express or implied confidentiality obligation with respect to Suggestions; (ii) PairConnex may use or disclose, or elect not to use or disclose, Suggestions for any purpose, in any manner, in any medium and anywhere in the world; (iii) PairConnex may already have considered or may be developing items identical or similar

to those described in the Suggestions; and (iv) PairConnex shall not pay any remuneration or compensation for Suggestions.

8. TECHNICAL SUPPORT

8.1 Scope of Support

PairConnex's technical support obligations are limited to those expressly set out in this Section 8.

PairConnex may, in its sole discretion, provide technical support to the Client, but does not undertake to provide such support on a systematic or continuous basis or to guarantee its availability.

PairConnex provides technical support only during Business Hours and does not guarantee that technical support will be available during an Event. All technical support requests must be submitted by email to support@pairconnex.com. The Client is solely responsible for performing all necessary tests before the Event to ensure that the Platform is functioning properly.

8.2 First-Line Support for Participants

Participants in an Event may not contact PairConnex directly for support or assistance. Any support or assistance request from a Participant must be handled by the Client, which remains solely responsible for providing first-line support to its Participants.

9. FEES AND BILLING

9.1 Fees

In consideration for the Services, the Client agrees to pay PairConnex the Fees applicable to the selected Subscription Plan, whether monthly or annual.

9.2 Taxes

Unless otherwise stated, the Fees are exclusive of all applicable taxes, including sales taxes, value-added taxes, goods and services taxes, special taxes and any harmonized tax, all of which shall be borne entirely by the Client.

9.3 Payment Terms

The Fees are payable for the full term agreed upon and specified by PairConnex on the Client's invoice, which is due upon receipt.

Payments shall be made by pre-authorized credit card debit. If the Client demonstrates that this is not possible, the parties may negotiate and agree upon another payment method.

9.4 Pre-Authorized Payments

Where the Client has provided PairConnex and/or the Payment Processor's platform with information concerning a Payment Method for automatic debit, the Client authorizes PairConnex to debit that

Payment Method in accordance with this Agreement for the Fees applicable to the Subscription Plan selected by the Client. The Payment Method shall be debited automatically at the beginning of each billing period, and an invoice shall be issued in the Client's name.

To the extent that the applicable Fees vary under the terms of the Subscription Plan selected by the Client, the Client expressly waives prior notice of the amount to be debited from its Payment Method before a payment is processed.

9.5 Suspension of Services

If the Payment Method cannot be debited for any reason, PairConnex shall send written notice to the Client and may suspend the Services twenty-four (24) hours after sending such notice if the Client has not paid all Fees then due.

9.6 Interest

Any amount payable to PairConnex that remains unpaid after thirty (30) days shall bear interest at a rate of 24% per annum, compounded monthly.

10. CONFIDENTIALITY

10.1 Confidentiality

PairConnex agrees to keep and treat as strictly confidential all information of a confidential nature, including Client Data to which it may have access in connection with the provision of the Services ("**Confidential Information**"). In this regard, PairConnex agrees to apply the same standards of care and diligence to preserving Confidential Information that it applies to preserving the confidentiality of its own confidential information. PairConnex shall permit access to Confidential Information only to its officers, employees, representatives and subcontractors who need such access to provide the Services and who are subject to appropriate confidentiality obligations. The Client acknowledges that Client Data will be disclosed to Hosting Providers and other Third-Party Service providers of PairConnex to the extent necessary to provide the Services, in accordance with these General Terms of Service and the Privacy Policy applicable to the Platform. PairConnex agrees to select providers that agree in writing to preserve the confidentiality of Client Data. However, PairConnex makes no warranty regarding the actions of its providers.

10.2 Exception

PairConnex's obligations with respect to Confidential Information do not apply to any information:

- a) that becomes publicly known through no fault of PairConnex;
- b) that was already known to PairConnex before its disclosure by the Client;
- c) that is independently developed by PairConnex; and/or
- d) that is disclosed to PairConnex by a third party that is not bound by a confidentiality obligation to the Client.

10.3 Permitted Disclosure

PairConnex may disclose and/or use Confidential Information if compelled to do so by an order of a court or competent authority in accordance with applicable law, provided that reasonable steps have been taken, where possible, to notify the Client of such compelled disclosure or use and allow it to take appropriate steps to protect the Confidential Information.

11. NO WARRANTIES

PairConnex undertakes to implement reasonable measures to ensure the availability of the Services and the security of data processed through the Services. However, given the nature of the Services, the level of Fees charged by PairConnex and the risks inherent in transmitting data over the Internet, PairConnex cannot provide any warranty in this regard. **The PairConnex Platform and Services are provided by PairConnex “as is” and without any warranty, express or implied. In particular, PairConnex does not warrant that the Services will be uninterrupted, secure, error-free, accurate or complete.**

12. LIMITATION OF LIABILITY

12.1 Nature of the Agreement

The parties acknowledge that PairConnex's obligations hereunder do not include any obligation to advise on the suitability of PairConnex's Services for the Client's activities or any commitment regarding the results obtained by the Client from using PairConnex's products and services. The Client is responsible for ensuring that the PairConnex Services it purchases are suitable for its needs. The Client acknowledges that the limitations of liability set out in this Section 12 are necessary to enable PairConnex to provide the Services at the rates offered to the Client and constitute an essential condition of the agreement for PairConnex.

12.2 Exclusion of Certain Damages

The Client agrees that its use of, or inability to use, the Platform is at its sole risk. In no event shall PairConnex or its directors, officers, employees, shareholders, consultants, affiliates, agents, interns, suppliers, service providers or licensors be liable for any damage, loss or claim, or for any direct, punitive, special or indirect damages of any kind, including, without limitation, loss of profits, revenue or business opportunities, loss of savings, loss of data, replacement costs, the cost of replacement goods and services, legal fees and expenses, or any similar damages, whether based in contract, tort, including negligence, strict liability or otherwise, arising from the use of the Platform or any other claim related in any way to use of the Platform, including any error or omission in any content or any loss or damage of any kind resulting from the use of the Platform or any content posted, transmitted or otherwise made available through the Services, even if PairConnex was advised of the possibility of such damages. Notwithstanding the foregoing, this limitation may not be invoked against the Client where PairConnex has committed intentional or gross fault.

12.3 Liability Cap

Subject to any mandatory provisions of applicable law that cannot be waived or excluded by contract, PairConnex's liability under this Agreement shall be limited to an amount equal to the Fees paid by the Client during the twelve (12) months preceding the event giving rise to such liability.

13. INDEMNIFICATION

13.1 By the Client

The Client agrees to indemnify, defend and hold harmless PairConnex and its directors, officers, employees, shareholders and consultants (collectively, the “**PairConnex Indemnitees**”) from and against any third-party claim brought against any PairConnex Indemnatee, including, without limitation, all direct or indirect fees, losses, liabilities, fines, judgments, costs, interest, penalties or expenses, including reasonable legal fees and disbursements, that they may incur or be required to pay, arising from:

- a) the use of the PairConnex Platform by the Client, an Authorized Representative or a Participant in the Client's Event in breach of this Agreement;
- b) PairConnex's authorized use of Client Data;
- c) any failure by the Client or an Authorized Representative to comply with their obligations regarding the protection of Personal Information;
- d) any breach of applicable law or regulation by the Client, its personnel or an Authorized Representative;
- e) the gross negligence or wilful misconduct of the Client or any User; and/or
- f) any file, document or content uploaded to the Platform that is alleged by a third party to infringe its rights, including any intellectual property rights.

13.2 By PairConnex

PairConnex agrees to indemnify, defend and hold harmless the Client and its directors, officers, employees, shareholders and consultants (collectively, the “**Signatory Indemnitees**”) from and against any third-party claim brought against any Signatory Indemnatee, including, without limitation, all direct or indirect fees, losses, liabilities, fines, judgments, costs, interest, penalties or expenses, including reasonable legal fees and disbursements, that they may incur or be required to pay, arising from:

- a) any alleged infringement by the Platform or the Services of a third-party intellectual property right existing in Canada, unless such infringement results from use of the Platform in combination with any product not provided or approved by PairConnex, any unauthorized use of the Platform or any use thereof contrary to PairConnex's instructions, use of any trial or “beta” feature, or any modification of the Platform by a person not authorized by PairConnex.

- b) PairConnex's failure to comply with its obligations regarding the protection of Personal Information or Confidential Information.

13.3 Preventive Measures

If PairConnex determines or reasonably suspects that the Platform may infringe a third-party's intellectual property rights, PairConnex may, at its option: (a) obtain the right to continue providing the Platform to the Client, (b) replace any potentially infringing component with a functionally equivalent, non-infringing component, or (c) immediately suspend the Client's access to any potentially infringing component of the Platform and refund the Client any Fees already paid in respect of that component.

13.4 Conditions

To benefit from the provisions of this Section 13, the party seeking indemnification shall promptly notify the party from which indemnification may be sought in writing and no later than ten (10) days after the claim comes to its attention or reasonably should have come to its attention. The potential indemnifying party may then assume control of the defence of the potential indemnified party and retain legal counsel reasonably acceptable to all parties, but may not settle any claim or make any admission of liability without the consent of the potential indemnified party, which consent shall not be unreasonably withheld.

14. TERM AND TERMINATION

14.1 Term of the Agreement

These General Terms of Service remain in effect for as long as the Client or Authorized Representatives use the Platform.

The commitment period of the Subscription Plan shall be determined as agreed between PairConnex and the Client in the Subscription Plan selected by the Client.

The Subscription Plan automatically renews at the end of each commitment period, unless the Client provides written notice of non-renewal at any time before the end of the then-current commitment period.

14.2 Termination by the Client

The Client may terminate its Subscription Plan at any time. However, the Client remains obligated to pay all Fees applicable to the selected Subscription Plan term, as well as any other fees payable under the Agreement, including in the event of cancellation of an Event or ticket refunds.

To the extent applicable, the parties waive the application of Articles 2125 to 2129 of the *Civil Code of Québec*.

14.3 Termination by PairConnex

PairConnex may terminate this Agreement and cease providing the Services if the Client fails to comply with its obligations under this Agreement and does not remedy such failure within ten (10) days after receiving written notice describing the failure.

Notwithstanding any other provision of this Agreement, PairConnex may, without notice or on shorter notice where circumstances require, suspend or terminate the Agreement and cease providing the Services if PairConnex reasonably believes that:

- a) the Client, its Authorized Representatives, Users or ultimate beneficial owners are or may be in breach of applicable laws or regulations, including those relating to economic sanctions, anti-money laundering or counter-terrorist financing;
- b) the Client refuses or fails to provide the information or documents required for identity verification or regulatory compliance; or
- c) continuation of the contractual relationship would expose PairConnex to legal, regulatory or reputational risk.

14.4 End of the Agreement

Upon termination, where the Client has subscribed to a monthly Subscription Plan, the Fees applicable to the current month, calculated through the last day of that calendar month, remain due and payable in full. Where the Client has subscribed to an annual Subscription Plan, the Fees applicable to the full year remain due and payable in full, without refund, credit or prorated reduction.

14.5 Data Retention

Upon termination of this Agreement for any reason, PairConnex shall retain Client Data hosted through the Platform and allow the Client to download such data for thirty (30) days. Upon expiry of that period, PairConnex may destroy Client Data without further notice unless the Client has selected the Data Dormancy Service.

14.6 Survival

The parties' obligations concerning intellectual property, confidentiality, limitation of liability, indemnification and Fees owed to PairConnex, as well as any obligations that by their nature are intended to survive termination of the Agreement, shall continue to apply notwithstanding termination of the Agreement.

15. FORCE MAJEURE

Except with respect to the payment of money, neither party shall be liable in any manner for any failure to perform its obligations under this Agreement due to force majeure or an event beyond its reasonable control that delays, interrupts or prevents performance of its obligations. Force majeure includes, without limitation, any fortuitous event, pandemic, epidemic, strike, partial or complete work stoppage, lockout, fire, major outage of any digital service provider of PairConnex, riot, death or disability of a key officer, intervention by civil or military authorities, compliance with regulations or orders of any governmental authority, and war, whether declared or not.

16. GENERAL PROVISIONS

16.1 Priority

The parties agree that this Agreement supersedes any prior agreement between the parties concerning PairConnex's provision of the Services, or services substantially similar to the Services, to the Client.

16.2 Notices

Any notice to PairConnex shall be sent by email to the following address: **support@pairconnex.com**.

Any notice to the Client shall be provided through the Platform or sent to the email address or mailing address provided to PairConnex when the account associated with the Client was opened on the Platform.

16.3 Governing Law

Subject to any applicable mandatory provisions concerning the protection of Personal Information, this Agreement is governed in all respects by the laws in force in the Province of Quebec, Canada, including the laws of Canada applicable therein, and shall be interpreted in accordance with those laws, including with respect to any question concerning its validity or performance. With respect to the protection of Personal Information, the applicable laws of the location where the Event is held or where Personal Information is collected or processed shall apply, where applicable.

16.4 Dispute Resolution

Any dispute or controversy arising from or in connection with this Agreement shall be finally resolved under the auspices of the Canadian Commercial Arbitration Centre by arbitration, to the exclusion of the courts, in accordance with its General Commercial Arbitration Rules in force at the time this Agreement is executed, to which the parties declare that they adhere. The seat of arbitration shall be Montréal, Province of Quebec, Canada.

16.5 Choice of Forum

For any matter that cannot be resolved by arbitration, the parties agree to select the judicial district of Montréal, Province of Quebec, Canada, to the exclusion of any other judicial district that may have jurisdiction, as the appropriate venue for commencing and hearing any legal proceeding relating to this Agreement.

16.6 No Waiver

A party's failure to exercise, or delay in exercising, its rights under this Agreement does not constitute a waiver of that party's right to exercise such rights. Any waiver of a right under this Agreement is valid only if made in writing.

16.7 Amendment

PairConnex may amend this Agreement. The Client shall be notified in writing of any such amendment at least thirty (30) days before it takes effect. The Client's sole remedy in the event of an amendment is to terminate this Agreement in accordance with its provisions.

16.8 Severability

To the extent possible, each provision of this Agreement shall be interpreted so as to be enforceable and valid under applicable law. If any provision is held to be invalid, illegal or unenforceable for any reason under the law or regulations applicable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity of the remaining provisions of this Agreement.

16.9 Assignment

The Client may not assign or otherwise transfer its rights under this Agreement without PairConnex's prior written authorization, which may be granted or withheld in PairConnex's sole discretion.

PairConnex may assign its rights and obligations under this Agreement in connection with the disposition of all or a substantial portion of its assets.