

Upcoming Webinar: See how LA Metro built Metro Micro to fill gaps and improve rider experience

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Terms of Use

Spare Platform Terms of Use

Last Updated: April 16, 2024

English

Japanese

Passenger Terms of Use

BY USING (THE TERM "USE" WHEN USED HEREIN IN RESPECT OF THE PLATFORM WILL MEAN ACCESS OR USE, AND "USING" WILL HAVE A CORRESPONDING MEANING) THE PLATFORM (AS THAT TERM IS DEFINED BELOW), YOU ACCEPT AND AGREE TO BE BOUND BY AND COMPLY WITH THESE TERMS OF USE, AS UPDATED FROM TIME TO TIME IN ACCORDANCE WITH THE SECTION BELOW TITLED "CHANGES TO THESE TERMS OF USE AND PLATFORM". IF YOU DO NOT ACCEPT AND AGREE TO BE BOUND BY THESE TERMS OF USE, PLEASE DO NOT USE THE PLATFORM. IF YOU ARE USING THE PLATFORM ON BEHALF OF ANOTHER PERSON OR A CORPORATE ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO

BIND SUCH PERSON OR ENTITY TO THESE TERMS OF USE.

WHERE WE PROVIDE SERVICES ON BEHALF OF ONE OF OUR SUBSCRIBERS ("TRANSPORT PROVIDER"), THAT TRANSPORT PROVIDER MAY REQUIRE THAT YOU AGREE TO ADDITIONAL TERMS OF USE AS BETWEEN THAT TRANSPORT PROVIDER AND YOU WHERE YOU USE THAT TRANSPORT PROVIDER'S SERVICES THROUGH OUR PLATFORM. SUCH ADDITIONAL TERMS FORM AN AGREEMENT BETWEEN YOU AND THE TRANSPORT PROVIDER, AND SPARE IS NOT A PARTY TO SUCH AGREEMENT.

The following terms of use (the "Terms of Use") govern your use of: (1) the websites under Spare's control, whether partial or otherwise (collectively, the "Website"), (2) the mobile device software provided by us to you through the Apple App Store, the Windows Phone Store, or Google Play, as applicable, to facilitate the matching of Drivers (as defined below) and other users (each, a "Passenger") interested in retaining a Driver to perform services (the "Application"); and (3) all other services provided by Spare, as described on the Website or the Application (collectively, the "Platform"). These Terms of Use form an agreement between Spare Labs Inc. ("Spare", "us", "we", "our") and you. The term "you" refers to the person or entity visiting, browsing or otherwise using the Platform, or communicating with drivers registered with Spare (each such driver, a "Driver"), in each case for the purpose of finding a Driver to provide transportation services as Driver and Passenger may agree between themselves in each case (each, a "Ride"). The Platform is provided solely to: (1) assist you in gathering information about the various Ride opportunities and Drivers available on the Platform, including, if applicable and without limitation, profiles and reviews of Drivers (each, a "Driver Profile"); (2) enable you to post information regarding yourself and your Ride requests; (3) post reviews of Drivers; and (4) facilitate

communication with Drivers with the objective of entering into a Ride Agreement (as defined below) solely for the purpose of engaging in transportation activities ("Platform Services").

Changes to these Terms of Use and Platform

Except where prohibited by applicable law, Spare reserves the right to change these Terms of Use at any time without notice. Your continued use of the Platform after any changes to these Terms of Use indicates your acceptance of such changes. It is your responsibility to review these Terms of Use regularly for any changes. Spare reserves the right to change any information, material or content (including, but not limited to, details, features and availability of Platform Services, Drivers, Driver Profiles, Rides, and reviews of Rides and Drivers) contained on or provided through the Platform (the "Content") at any time, and from time to time, without notice.

Use of the Platform

As a condition of your use of the Platform, you warrant that: (1) you have reached the age of majority in your jurisdiction of residence; (2) you possess the legal authority to create a binding legal obligation on behalf of yourself; (3) you will use the Platform in accordance with these Terms of Use; (4) all information supplied by you on the Platform is true, accurate, current and complete; and (5) you will use the Platform Services only in accordance with applicable law. Spare retains the right, at its sole discretion, to deny to anyone use of the Platform or the services it offers, at any time and for any reason, including, but not limited to, for violation of these Terms of Use. You will cease and desist from any such use immediately upon request by Spare.

License Grants

Subject to these Terms of Use, Spare grants you a personal, revocable, non-exclusive and non-transferable license during the Term to permit you to access and use

the Platform in accordance with these Terms of Use for the Platform Services only.

User Account

You will be required to successfully register for a user account (the "User Account") using the available interfaces at the Platform, including without limitation, by signing into the Platform using your user account ("User ID") in order to use the Platform and communicate with Drivers through the Platform. Spare may, at its sole discretion, elect not to recognize your User ID or require you to provide additional information. You will keep your User ID secure and will not share your User ID with anyone else, and you will not collect or harvest any personal data of any other user of Spare, including without limitation account names. Spare reserves the right to disable any User Account issued to you at any time in Spare's sole discretion. If Spare disables access to a User Account issued to you, you may be prevented from accessing Spare, your account details or any Rides that are associated with your account.

Term and Termination

These Terms of Use will commence on the day you first use the Platform and will continue into force until terminated by either party (the "Term"). Either party may terminate these Terms of Use as follows: (1) Spare may terminate these Terms of Use at any time and with immediate effect by giving notice to you, at Spare's discretion, by email (at your current email address on file with Spare) or through the Platform; (2) you may terminate these Terms of Use at any time and with immediate effect by requesting (by email or through any then-available interfaces on the Platform) that your User Account be deleted, ceasing use of the Platform, and uninstalling and removing all local software components thereof.

Ride Agreements with Drivers

If you wish to request a Ride on the Platform, you may be required to provide a valid credit or debit card to our third party payment processor. All disputes regarding charges to your credit or debit card are between you, the applicable Driver and such third party payment processor and Spare will in no way be responsible for the resolution of any such disputed charges. If you select a Driver for a Ride through the Platform, you may separately enter into an agreement with that Driver on such terms and conditions as may be agreed to between you and that Driver ("Ride Agreement"). You understand that you are engaging directly with the Driver you select and not Spare, and that Spare is not a party to and will be in no way responsible for the performance of either you or the Driver under any Ride Agreement. Without limiting the foregoing, you understand and agree that the Driver will not be an employee of Spare. Spare does not make any representations or warranties of any kind in respect of a Driver or a Ride Agreement and you acknowledge that Spare is not an agent or representative of you or any Driver. You are responsible for managing, inspecting, accepting and paying for services provided under a Ride Agreement in accordance with the terms and conditions thereof. You also agree to act in good faith when negotiating and performing your obligations under each Ride Agreement.

If you fail to perform your obligations under the Ride Agreement, Spare at its sole discretion may suspend your User Account or prevent you from using the Platform.

YOU ACKNOWLEDGE THAT SPARE DOES NOT PROVIDE TRANSPORTATION OR LOGISTICS SERVICES OR ACT AS A TRANSPORTATION CARRIER AND ALL TRANSPORTATION OR LOGISTICS SERVICES ARE PROVIDED BY INDEPENDENT THIRD PARTY CONTRACTORS.

Payment Fees

You will pay Spare a fee that is calculated dynamically with each Ride (the "Fee"). You may be responsible for

paying such amount even if you cancel a Ride after being matched with a Driver.

The Fees and charges set forth above do not include any payment processing fees assessed by our third party payment processors for which you will be solely responsible. By using the Platform Services, you authorize our third party payment processors to deduct and send directly to us and to Drivers any amounts owed to us or Drivers, as applicable, pursuant to these Terms of Use. Third party payment processors are not subcontractors or agents of Spare and any disputes between you and a Passenger regarding any payments or lack thereof are between you, such Passenger and the third party payment processor, as applicable. We and our third party payment processors are not responsible for the transmission or processing of any payments you make or receive pursuant to your use of the Platform Services. Your use of the payment services provided by our third party payment processors may be subject to additional terms and conditions made available to you by such payment processors.

Reviews and Comments

By submitting content to the Platform or Spare, including without limitation any Driver or Ride reviews, questions, comments, suggestions, ideas or similar information (collectively, "Submissions"), you grant Spare and its affiliates, a worldwide, nonexclusive, royalty-free, perpetual, transferable, irrevocable and fully sublicensable right and license to (1) use, reproduce, modify, adapt, translate, distribute, publish, exploit, create adaptations and derivative works from and publicly display and perform such Submissions throughout the world in any media, now known or hereafter devised; and (2) use the name that you submit in connection with such Submission. You acknowledge that Spare may choose to provide attribution of your Submissions (e.g., listing your name and city on a Driver or Ride review that you submit) at our discretion, and that such Submissions may be used

by Spare or shared with Drivers and others using our Platform without notice to you. You further grant Spare the right to pursue at law any person or entity that violates your or Spare's rights in the Submissions by a breach of these Terms of Use. You acknowledge and agree that Submissions are non-confidential to you.

Spare takes no responsibility and assumes no liability for any Submissions posted or submitted by you. Spare has no obligation to post your Submissions and reserves the right, in its absolute discretion to determine which Submissions are published on the Platform. If you do not agree to the terms relating to Submissions in this Section, do not provide us with any Submissions. You are fully responsible for the content of your Submissions, specifically including, but not limited to, reviews posted to the Platform. Spare may take down any Submissions for any reason at any time without notice to you. You will not post or transmit to or from the Platform: (a) any unlawful, threatening, libelous, defamatory, obscene, pornographic, or other material or content that would violate rights of publicity or privacy, or that would violate any applicable law; (b) any commercial material or content (including, but not limited to, solicitation of funds, advertising, or marketing of any good or services); and (c) any material or content that infringes, misappropriates or violates any copyright, trademark, patent right or other intellectual property or proprietary right of any third party. You will be solely liable for any damages resulting from any violation of the foregoing restrictions, or any other harm resulting from your posting of content to the Platform.

Ownership

Spare expressly reserves all rights in the Platform and all materials provided by Spare in connection with these Terms of Use that are not specifically granted to you. You acknowledge that all right, title and interest in the Platform, all materials provided by Spare in connection with these Terms of Use (including the Content), and any

update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with Spare (or third party suppliers, if applicable), and that the Platform and all materials provided by Spare hereunder are licensed and not "sold" to you.

Privacy Policy

Please click [here](#) to review our current Privacy Policy, which contains important information about our practices in collecting, storing, using and disclosing your personal information, and which is hereby incorporated into and forms a part of these Terms of Use:

<https://sparelabs.com/en/privacy-policy>

No Unlawful or Prohibited Use

You will not, without Spare's prior written permission, use the Platform and the Content for purposes other than the Platform Services. Without limiting the generality of the foregoing, you will not, and will not permit anyone else to:

- (1) "frame", "mirror" or otherwise incorporate the Platform or the Content or any part thereof on any website;
- (2) access, monitor or copy any part of the Platform or the Content using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission;
- (3) violate the restrictions in any robot exclusion headers on the Content or the Platform or bypass or circumvent other measures employed to prevent or limit access to the Platform;
- (4) take any action that imposes, or may impose, in Spare's discretion, an unreasonable or disproportionately large load on the Platform;
- (5) deep-link to any portion of the Platform for any purpose;
- (6) remove (or permit anyone else to remove) any watermarks, labels or other legal or proprietary notices included in any Ride, the Platform or the Content;
- (7) modify or attempt to modify (or permit anyone else to modify or attempt to modify) the Platform or any Rides, including without limitation any modification for the purpose of disguising or changing any indications of the ownership or source of the Platform or a Ride;
- (8)

use the Platform or any Ride or Content as part of any service for sharing, lending or multi-person use, or for the purpose of any other institution, except as specifically permitted by an applicable Ride Agreement and only in the exact manner specified and enabled by therein; (9) attempt to, assist, authorize or encourage others to circumvent, disable or defeat any of the security features or components, such as digital rights management software or encryption, that protect the Platform; (10) copy, reproduce, modify, distribute, transfer, sell, publish, broadcast, perform, transmit, publish, license or circulate in any form any part of the Platform or the Content; (11) create adaptations, translations, or derivative works based on the Platform or the Content, in whole or in part, or decompile, disassemble, reverse engineer or other exploit any part of the Platform or the Content; (12) use of access the Platform in a manner that violates the rights (including, but not limited to intellectual property rights) of any third party; or (13) upload to or transmit through the Platform any information, images, text, data, media or other content that is offensive, hateful, obscene, defamatory or violates any laws, in each case as determined by Spare in its sole discretion.

Third Party Websites

The Platform may provide links to third party websites. Spare does not endorse the information contained on those web sites or guarantee their quality, accuracy, reliability, completeness, currency, timeliness, non-infringement, merchantability or fitness for any purpose. The content in any linked web site is not under Spare's control, and if you choose to access any such web site, you do so entirely at your own risk.

Viruses

The downloading and viewing of Content is done at your own risk. Spare cannot and does not guarantee or warrant that the Platform or the Content are compatible with your computer system or that the Platform or the Content, or any links from the Platform or the Content,

will be free of viruses, worms, Trojan horses or disabling devices or other code that manifests contaminating or destructive properties. You are responsible for implementing safeguards to protect the security and integrity of your computer system, and you are responsible for the entire cost of any service, repairs or connections of and to your computer system that may be necessary as a result of your use of the Platform.

Communications Not Confidential

Spare does not guarantee the confidentiality of any communications made by you through the Platform. Although Spare generally adheres to the accepted industry practices in securing the transmission of data to, from and through the Platform, you understand, agree and acknowledge that Spare cannot and does not guarantee the security of data transmitted over the Internet or public networks in connection with your use of the Platform or any Rides.

DISCLAIMER AND LIMITATION OF LIABILITY

THE PLATFORM AND THE CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF ANY KIND. USE OF THE PLATFORM OR THE CONTENT IS AT YOUR OWN RISK. SPARE DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS ABOUT THE QUALITY, ACCURACY, RELIABILITY, COMPLETENESS, CURRENCY, OR TIMELINESS OF THE PLATFORM OR THE CONTENT. THE PLATFORM AND THE CONTENT MAY INCLUDE ERRORS, OMISSIONS AND INACCURACIES, INCLUDING, WITHOUT LIMITATION, PRICING ERRORS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SPARE DOES NOT ASSUME ANY RESPONSIBILITY FOR ANY ERRORS, OMISSIONS OR INACCURACIES IN THE PLATFORM OR THE CONTENT. IN ADDITION, SPARE EXPRESSLY RESERVES THE RIGHT TO CORRECT ANY PRICING ERRORS ON THE PLATFORM. DRIVER AND RIDE REVIEWS DISPLAYED ON THE SITE ARE INTENDED AS

ONLY GENERAL GUIDELINES, AND SPARE DOES NOT GUARANTEE THE ACCURACY OF THE REVIEWS. SPARE MAKES NO GUARANTEES ABOUT THE AVAILABILITY OF SPECIFIC DRIVERS OR RIDES. WITHOUT LIMITING THE FOREGOING, SPARE MAKES NO GUARANTEES ABOUT ANY DRIVER'S ABILITY TO FULFILL ITS OBLIGATIONS WITH RESPECT TO A RIDE OR RIDE AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE SUITABILITY OF ANY DRIVER TO PERFORM ANY SERVICES IN A WORKMAN-LIKE OR PROFESSIONAL MANNER.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SPARE DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND WITH RESPECT TO THE PLATFORM (OR ANY PART THEREOF) AND THE CONTENT (OR ANY PART THEREOF) WHETHER EXPRESS, IMPLIED, STATUTORY OR COLLATERAL, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, OR ANY WARRANTIES OR CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE, OR THAT THE PLATFORM OR THE CONTENT ARE OR WILL BE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. IN NO EVENT WILL SPARE BE LIABLE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, FOR ANY DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOST PROFITS, LOSS OF USE, LOSS OF DATA, PERSONAL INJURY, FINES, FEES, PENALTIES OR OTHER LIABILITIES), WHETHER OR NOT SPARE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM OR RELATED TO THE USE OF, OR THE INABILITY TO MAKE USE OF, THE PLATFORM OR THE CONTENT OR ANY RIDE AGREEMENT. DRIVERS

MARKETING THEIR SERVICES THROUGH THE PLATFORM ARE INDEPENDENT CONTRACTORS AND NOT CONTRACTORS, AGENTS OR EMPLOYEES OF SPARE. SPARE IS NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, CONDITIONS, BREACHES OR NEGLIGENCE OF ANY DRIVERS OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM AND TAKES NO RESPONSIBILITY WHATSOEVER RELATED TO ANY RIDES OR RIDE AGREEMENTS ENTERED INTO BY YOU AND ANY DRIVERS, INCLUDING, WITHOUT LIMITATION, IN RESPECT OF ANY LIABILITIES, CLAIMS, CAUSES OF ACTION, DEMANDS, RECOVERIES, LOSSES, DAMAGES, FINES, PENALTIES, OR OTHER COSTS OR EXPENSES YOU MAY INCUR OR BECOME LIABLE FOR, WHETHER UNDER CONTRACT, COMMON LAW, STATUTE OR OTHERWISE, ASSOCIATED WITH THE TERMINATION OR CESSATION OF ANY RIDES OR RIDE AGREEMENTS FOR ANY REASON (COLLECTIVELY, "TERMINATION DAMAGES"). YOU AGREE TO INDEMNIFY SPARE AND HOLD US HARMLESS FROM ANY DAMAGES (INCLUDING TERMINATION DAMAGES) THAT ANY DRIVER OR OTHER THIRD PARTY MAY BECOME ENTITLED TO IN RESPECT OF ANY RIDE OR RIDE AGREEMENT.

THE FOREGOING LIMITATION APPLIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. TO THE EXTENT THAT THE FOREGOING LIMITATION DOES NOT APPLY, IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF SPARE IN CONNECTION WITH OR UNDER THESE TERMS OF USE, INCLUDING WITHOUT LIMITATION FROM A RIDE AGREEMENT, OR YOUR USE OF, OR INABILITY TO MAKE USE OF, THE PLATFORM OR THE CONTENT, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO A RIDE AGREEMENT, OR YOUR USE OF, OR INABILITY TO MAKE USE OF, THE PLATFORM OR THE CONTENT EXCEED ALL FEES SPARE HAS COLLECTED UNDER THESE TERMS OF USE IN THE

PRECEDING 12 MONTHS OR THE EQUIVALENT IN LOCAL CURRENCY. FOR GREATER CERTAINTY, THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THESE TERMS OF USE WILL NOT INCREASE THE MAXIMUM LIABILITY AMOUNT.

The limitation above reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these terms is found to have failed of its essential purpose.

Indemnification

You will defend, indemnify and hold harmless Spare and all of its officers, directors, affiliates, successors, assigns, contractors, employees and agents from and against any liabilities, claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought in connection with or as a result of:

your breach of any of your warranties, conditions, representations or obligations under these Terms of Use or any documents referenced herein;

your violation of any applicable law or the rights of a third party (including, without limitation, privacy or intellectual property rights);

your use of the Platform;

breach of or failure to perform under any Ride Agreement by you or by any third party acting on your behalf or with your permission; or

any claim or allegation that a Driver is an employee of Spare in connection with any Ride or Ride Agreement.

Geographic Application of the Platform

Not all of the Drivers, Rides and services described on the Platform are available in all jurisdictions. Furthermore, nothing on the Platform constitutes an offer or solicitation

to buy or sell any product or service to anyone in any jurisdiction in which such an offer or solicitation is prohibited by applicable law.

Governing Law and Jurisdiction

These Terms of Use will be governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein. These laws apply to your use of the Platform or the Content, notwithstanding your domicile, residency or physical location. The Platform and the Content are intended for use only in jurisdictions where they may lawfully be offered for use. Except as restricted by applicable law, you hereby consent to the exclusive jurisdiction and venue of courts in Vancouver, British Columbia, Canada in all disputes arising out of or relating to the use of the Platform or the Content.

Entire Agreement, Waiver and Severability

These Terms of Use constitute the entire agreement between Spare and you pertaining to the subject matter hereof and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Spare with respect to the Platform. A printed version of these Terms of Use and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Spare's failure to insist upon or enforce strict performance of any provision of these Terms of Use will not be construed as a waiver of any provisions or right. Any waiver by Spare of a right or a provision hereof must be provided by Spare in writing. If any of the provisions contained in these Terms of Use are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination will not affect the remaining provisions contained herein. If any of the provisions contained in these Terms of Use conflict with the terms of another agreement between the

parties (such as the terms of a Ride Agreement in respect of a Ride), then these Terms of Use will prevail; provided that, if you are also a Driver registered on the Platform, the terms of use applicable to Drivers will govern your relationship with Spare in that respect. It is the express wish of the parties that these Terms of Use and all related documents be drawn up in English. C'est la volonté expressive des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

Apple App Store Additional License Terms

If the Application is provided to you through the Apple Inc. (Apple Inc. together with all of its affiliates, "Apple") App Store, the following terms and conditions apply to you in addition to all the other terms and conditions of this Terms of Use: The parties acknowledge this Terms of Use is concluded between you and us, and not with Apple. The responsibility for the Application and content thereof is governed by this Terms of Use.

Notwithstanding anything else in this Terms of Use, you may use the Application only on an iPhone or iPad that you own or control.

You and we acknowledge that Apple has no obligation to furnish any maintenance or support services with respect to the Application. In the event of any failure of the Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Application (if any) to you. Except for the foregoing, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be governed by this Terms of Use.

Any claim in connection with the Application related to product liability, a failure to conform to applicable legal or regulatory requirements, claims under consumer

protection or similar legislation is governed by this Terms of Use, and Apple is not responsible for such claim.

Any third party claim that the Application or your possession and use of the Application infringes that third party's intellectual property rights will be governed by this Terms of Use, and Apple will not be responsible for the investigation, defense, settlement and discharge of such intellectual property infringement claim.

You represent and warrant that you are not: (i) located in any country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; or (ii) listed on any U.S. Government list of prohibited or restricted parties.

You may contact us in writing regarding any notices, questions, complaints, or claims with respect to the Application using the following details:

Address: 810-815 W Hastings St, Vancouver, BC V6C 1B4, Canada

Telephone Number: +1 855-551-0585

Email Address: support@sparelabs.com

Apple are a third party beneficiaries to this Terms of Use and may enforce this Terms of Use against you. If any of the terms and conditions in this Terms of Use are inconsistent or in conflict with Apple's applicable instructions for Minimum Terms for Developer's End User License Agreement or the App Store Terms of Service as of the Effective Date, the terms and conditions of Apple's instructions for Minimum Terms for Developer's End User License Agreement or App Store Terms of Service, as applicable, will apply to the extent of such inconsistency or conflict.

Google Play

If the Application is provided to you through the Google Inc. (Google Inc. together with all of its affiliates, "Google") Google Play, the following terms and conditions

apply to you in addition to all the other terms and conditions of this Terms of Use: (a) You acknowledge that Google is not responsible for providing support services for the Application; and (b) if any of the terms and conditions in this Terms of Use are inconsistent or in conflict with Google’s Google Play Developer Distribution Agreement as of the date this Terms of Use was accepted, the terms and conditions of Google’s Google Play Developer Distribution Agreement will apply to the extent of such inconsistency or conflict.

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