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FutureFit AI

Terms of Service

FutureFit AI Terms of Service
Updated: January 22, 2021

1. Terms

Audacious Futures Corporation, doing business as FutureFit AI, ("**FutureFit AI**") owns and operates the website located at https://www.futurefit.ai/ (the "**Site**"), the FutureFit AI software platform and related career GPS services (the "**Services**"), and related mobile applications made available by FutureFit AI (the "**App**"). By accessing the Services, App or Site, you are agreeing to be bound by these Terms of Service (the "**Terms**"), all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these Terms, you are prohibited from using or accessing this site.

If you are agreeing to these Terms on behalf of a company or other organization, you represent and warrant to FutureFit AI that you have the authority to bind such organization and enter into these Terms.

2. Accounts

2.1 Eligibility. In order to register for an account on the Services, you must (a) be at least the age of majority in your jurisdiction of residence (or have consent from a parent/guardian); and (b) agree to these Terms as well as our Privacy Policy.

2.2 Account Restrictions. Accounts are for single users only and may not be shared by more than one individual. You are solely responsible for maintaining the security of your Account and password. FutureFit AI cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.

2.3 Employees. If your Account is linked to your employer's Account, certain information may be shared with your employer and your employer may be able to change and update Account settings. If your organization ceases or changes its subscription to the Services, you may not be able to continue using any or all of the Services in respect of such organization and you may lose access to certain data and content stored on the Services.

3. License

3.1 User License. The App, this Site, the Services and the information and materials that it contains, are the property of FutureFit AI and its licensors, and are protected from unauthorized copying and dissemination by copyright law, trademark law, and other intellectual property laws. Subject to the terms of this Agreement, FutureFit AI grants you a non-transferable, non-exclusive, license to (a) use the Services for your own personal use (unless you have

purchased an enterprise subscription), and (b) download, install and use one copy of the App on each mobile device that you own or control, in each case solely for your own use (the "**License**"). The App is licensed to you and not sold. Nothing in the Terms gives you a right to use the FutureFit AI or FutureFit AI names, trademarks, logos, domain names, and other distinctive brand features without our prior written consent. You shall not attempt to override or circumvent any of the usage rules or restrictions on the Site. Any future release, update, or other addition to functionality of the Site, App or Services shall be subject to the terms of these Terms.

3.2 Trial License. If you register for a free trial of the Services, then, subject to this Agreement, FutureFit AI grants you a limited, personal, non-transferable, non-sub-licensable, internal license to use the Services for non-production, evaluation purposes during the applicable Trial Period. In addition, you agree to allow FutureFit AI to contact you using the provided phone number and/or email address for marketing, sales, support, research, or other purposes. For the purposes of this Agreement, "**Trial Period**" means the time starting from your registration to use a free trial of the Services until the earlier of (a) the end of the free trial period for which you registered (which trial period shall be thirty (30) days unless otherwise stated on the registration page for the free trial version of the Service), or (b) the start date of any paid subscription for the Services. You will not be entitled to receive any support from FutureFit AI for your use of a free, trial subscription for the Services. FutureFit AI may terminate the Trial Period for any free trial of the Services at any time in its sole discretion and may accept or decline any request for a free trial version of the Services in its sole discretion. ANY DATA YOU ENTER INTO THE FREE TRIAL VERSION OF THE SERVICES AND ANY CUSTOMIZATIONS YOUR MAKE TO THE FREE TRIAL VERSION OF THE SERVICES WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A PAID SUBSCRIPTION TO THE SERVICES. YOUR DATA CANNOT BE EXPORTED FROM THE FREE TRIAL VERSION OF THE SERVICES. NOTWITHSTANDING ANY OTHER PROVISIONS IN THESE TERMS, ACCESS TO THE FREE TRIAL VERSION OF THE SERVICES IS ON AN "AS-IS" BASIS WITHOUT ANY REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS OF ANY KIND. Additional terms and conditions applicable to the free trial version of the Services may appear on the applicable registration page. Any such additional terms and conditions are incorporated into this Agreement by reference.

3.3 Changes to Services. FutureFit AI may alter, suspend, or discontinue this Site, the App or Services at any time and for any reason or no reason, without notice. The Site, Services and/or FutureFit AI App may be unavailable from time to time due to maintenance or malfunction of computer or network equipment or other reasons.

4. Use Restrictions

4.1 Restrictions. In using the App, Site and/or Services you shall not:

(a) Use the Services other than as permitted by the type of subscription which you have subscribed for, as further described at the time of subscription;

(b) copy any content unless expressly permitted to do so herein;
(c) upload, post, email, transmit or otherwise make available any material that: (i) is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, or racially or ethnically objectionable, encourages criminal behavior, gives rise to civil liability, violates any law, or is otherwise objectionable; (ii) You do not have a right to make available under any law or under a contractual relationship; (iii) infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party (including privacy rights); (iv) is or contains unsolicited or unauthorized advertising, solicitations for business, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; or (v) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or data or the Site or that of any users or viewers of the Site or that compromises a user's privacy; or (vi) contains any falsehoods or misrepresentations or create an impression that you know is incorrect, misleading, or deceptive, or any material that could damage or harm minors in any way;
(d) impersonate any person or entity or misrepresent their affiliation with a person or entity; (forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted to or through the Site or impersonate another person or organization;
(e) interfere with or disrupt the Site, Services or servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site or probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;
(f) intentionally or unintentionally violate any applicable local, state, national or international law or regulation;
(g) collect or store personal data about other users or viewers;
(h) license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site or App; or
(i) modify, translate, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the App or Services, except to the extent the foregoing restrictions are expressly prohibited by applicable law

You also agree not to access the Site or Services in a manner that utilizes the resources of the Site more heavily than would be the case for an individual person using a conventional web browser. Notwithstanding the foregoing, operators of public search engines may use spiders or other bots for the purpose of creating publicly available searchable indices of the materials on this Site.

5. User Content

5.1 User Content. All information, data, text, software, music, sound, photographs, graphics, video, messages or other materials, whether publicly posted or privately transmitted to the Site or App by Users ("User Content") is the sole responsibility of such Users. This means that you,

and not FutureFit AI, are entirely responsible for all such material uploaded, posted, emailed, transmitted or otherwise made available by using the Services. You are responsible for obtaining all necessary consents to upload User Content, including any third-party content or personal information, to the Services. FutureFit AI does not control or actively monitor user content and, as such, does not guarantee the accuracy, integrity, suitability or quality of such content. You acknowledge that by using the Services, you may be exposed to materials that are offensive, indecent or objectionable. Under no circumstances will FutureFit AI be liable in any way for any materials, including, but not limited to, for any errors or omissions in any materials, or for any loss or damage of any kind incurred as a result of the viewing or use of any materials posted, emailed, transmitted or otherwise made available via the Services.

5.2 License. By submitting, posting or displaying User Content on or through the Services, you grant us (and our agents) a non-exclusive, royalty-free, world-wide, perpetual license (with the right to sublicense) to use, copy, modify, transmit, display and distribute such User Content to the extent required to provide the Services. Notwithstanding the foregoing, if you are using the Services under an organization Account, your organization may be the owner of your User Content. You further grant FutureFit AI a perpetual, irrevocable, and unlimited licence to use, store, and manipulate User Content to create aggregated and anonymized statistical analytics in respect to use of the App and Services and other Services and User parameters and characteristics ("**Anonymous Service Data**") in accordance with the FutureFit AI Privacy Policy and provided that FutureFit AI will not disclose any information provided by you or your third-party integrations in any manner other than in anonymous or aggregated form without your prior consent. FutureFit AI shall own all right, title and interest in and to the Anonymous Service Data, including all intellectual property rights in the Anonymous Service Data, and You hereby assign, transfer and convey to FutureFit AI any ownership interest You may have in any Anonymous Service Data. You acknowledge and agree that FutureFit AI may disclose to your organization the Anonymous Service Data and that the organization may use such Anonymous Services Data for its own internal business purposes, such as measuring the effectiveness of the Services, business analysis, and planning purposes.

5.3 Content Warranty. You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any User Content that you submit. If you are submitting any User Content that constitutes "personal information" of a third party, you represent and warrant that you have any required consents under applicable privacy laws.

5.4 Feedback. If you provide FutureFit AI with any suggestions, comments or other feedback relating to any aspect of the Site, App and/or Services ("**Feedback**"), FutureFit AI may use such Feedback in the Site, or in any other FutureFit AI products or services (collectively, "**FutureFit AI Products**"). Accordingly, you agree that: (a) FutureFit AI is not subject to any confidentiality obligations in respect to the Feedback, (b) the Feedback is not confidential or proprietary information of you or any third party and you have all of the necessary rights to disclose the Feedback to FutureFit AI, (c) FutureFit AI (including all of its successors and assigns and any successors and assigns of any of the FutureFit AI Products) may freely use, reproduce, publicize, license, distribute, and otherwise commercialize Feedback in any FutureFit AI

Products, and (d) you are not entitled to receive any compensation or re-imbursement of any kind from FutureFit AI or any of the other users of the Site in respect of the Feedback.

5.4 FutureFit AI Rights. FutureFit AI reserves the right at all times (but will have no obligation) to remove or refuse to distribute any User Content and to terminate Users or reclaim usernames. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (a) satisfy any applicable law, regulation, legal process or governmental request, (b) enforce these Terms of Service, including investigation of potential violations hereof, (c) detect, prevent, or otherwise address fraud, security or technical issues, (d) respond to user support requests, or (e) protect the rights, property or safety of our users and the public.

6. Fees and Payment

6.1 Fees. If you enroll for a paid subscription to the Services, you will be charged the fees and all other applicable amounts ("**Fees**") quoted you on your written or electronic order form or other Services Agreement, as defined below ("**Order Form**"). Unless otherwise stated on your Order Form, the Fees will be billed in advance on either a monthly or annual basis and are non-refundable. There will be no refunds or credits for any partial use of the Services.

6.2 Payment & Charges. Unless otherwise stated on your Order Form, all Fees must be paid by credit card, which payments will be processed using a third-party payment processor. You shall: (a) keep the billing, credit card and payment information you provide to FutureFit AI or its suppliers or payment processors, including name, credit card number and expiry date, mailing address, billing address, email address and telephone number, accurate and up to date; otherwise; (b) promptly advise FutureFit AI if credit card information changes due to loss, theft, cancellation or otherwise; (c) be liable for failure to pay any charges or fees caused by your failure to provide FutureFit AI with up to date billing information.

6.3 Taxes. The Fees payable to FutureFit AI do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). You understand and acknowledge that you are responsible for paying all Taxes associated with the purchase of the Services. If FutureFit AI has the legal obligation to pay or collect Taxes for which you are responsible, FutureFit AI will invoice you and you will pay that amount unless you provide FutureFit AI with a valid tax exemption certificate authorized by the appropriate taxing authority.

7. Third-Party Websites and Services

7.1 Links. This Site and App (including User Content) may contain links to other websites that are not owned or controlled by FutureFit AI. In no event shall any reference to any third party, third party product or service be construed as an approval or endorsement by FutureFit AI of that third party, third party product or service. FutureFit AI is also not responsible for the content

of any linked websites. Any third-party websites or services accessed from the Site are subject to the terms and conditions of those websites and or services and you are responsible for determining those terms and conditions and complying with them. The presence on the Site of a link to any other website(s) does not imply that FutureFit AI endorses or accepts any responsibility for the content or use of such websites, and you hereby release FutureFit AI from all liability and/damages that may arise from your use of such websites or receipt of services from any such websites.

7.3 Third-Party Services. If you use any third-party service, whether accessed through the App or otherwise, including but not limited to any third-party log in, you acknowledge and agree that you will be bound by and terms and conditions of such third-party service provider. Moreover, FutureFit AI is not responsible for impact on your use of the App or Services caused by your use of any third-party service or integration.

8. DISCLAIMERS

8.1 No Professional Advice. As part of the Services, FutureFit AI offers recommendations on training, education and other career strategies. This tool is for information purposes and does not constitute legal or professional advice. FutureFit AI does not guarantee that the information or recommendations will be accurate or up-to-date. FutureFit AI will not be liable for any losses as a result of any decision made or actions taken by an individual which may be based on information provided by the Services.

8.2 Disclaimer of Implied Warranties. THE SITE, SERVICES, APP AND ALL MATERIALS PROVIDED THEREIN ARE PROVIDED ON AN "AS IS" AND “AS AVAILABLE” BASIS. FUTUREFIT AI SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, STATUTORY, BY USAGE OF TRADE, COURSE OF DEALING OR OTHERWISE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY INFORMATION OR MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, LOSS OF DATA, OR ANY OTHER LOSS THAT RESULTS FROM DOWNLOADING OR USING ANY SUCH MATERIAL. FUTUREFIT AI DOES NOT WARRANT, ENDORSE, GUARANTEE, PROVIDE ANY CONDITIONS OR REPRESENTATIONS, OR ASSUME ANY RESPONSIBILITY FOR ANY PRODUCT OR SERVICES ADVERTISED OR OFFERED BY ANY THIRD PARTY THROUGH THE SITE OR IN RESPECT TO ANY WEBSITE THAT CAN BE REACHED FROM A LINK ON THE SITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING ON THE SITE.

9. LIMITATION OF LIABILITY

9.1 EXCLUSION OF DAMAGES. UNDER NO CIRCUMSTANCES SHALL FUTUREFIT AI BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES THAT RESULT FROM (A) YOUR USE OF OR YOUR INABILITY TO USE THIS SITE, APP OR THE SERVICES, (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, DATA, INFORMATION OR SERVICES, (C) ERRORS, MISTAKES, OR INACCURACIES IN THE MATERIALS ON THE SITE, (D) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY KIND WHATSOEVER ARISING FROM OR RELATING TO YOUR USE OF THE SERVICE, ANY BUGS, VIRUSES, TROJAN HORSES, OR ANY OTHER FILES OR DATA THAT MAY BE HARMFUL TO COMPUTER OR COMMUNICATION EQUIPMENT OR DATA THAT MAY HAVE BEEN TRANSMITTED TO OR THROUGH THE SITE OR APP, OR (E) ANY ERRORS OR OMISSIONS IN ANY MATERIAL ON THE SITE OR ANY OTHER LOSS OR DAMAGE OF ANY KIND ARISING FROM OR RELATING TO YOUR USE OF THE SITE, APP OR SERVICES. THESE LIMITATIONS SHALL APPLY EVEN IF FUTUREFIT AI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 TOTAL DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, FUTUREFIT AI'S LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO THE GREATER OF (A) FIFTY U.S. DOLLARS ($50) OR (B) AMOUNTS YOU'VE PAID FUTUREFIT AI IN THE PRIOR 12 MONTHS (IF ANY) THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULLEST EXTENSION PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

10. INDEMNIFICATION

You agree to defend, indemnify and hold harmless FutureFit AI and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (a) your use of and access to the App or Services, including any User Content transmitted or received by you or your users; (b) violation of any term of this Agreement, including without limitation breach of any of the representations and warranties above, by you or your users; (c) your violation of any third-party right, including without limitation any right of privacy or intellectual property rights; (d) violation of any applicable law, rule or regulation by you or your users; (e) User Content or any content that is submitted via your account including without limitation misleading, false, or inaccurate information; (f) your gross negligence or willful misconduct; or (g) any other party's access and use of the Services (or access and use of any third-party service via the Services) with your unique username, password or other appropriate security code.

11. Termination

11.1 Termination by FutureFit AI. FutureFit AI may, under certain circumstances and without prior notice, immediately terminate your ability to access the Site, App or portions thereof, including the Services. Cause for such termination shall include, but not be limited to, (a) breaches or violations of these Terms or any other agreement that you may have with FutureFit AI (including, without limitation, non-payment of any fees owed in connection with the Services or otherwise owed by you to FutureFit AI), (b) requests by law enforcement or other government agencies, (c) a request by you, (d) discontinuance or material modification to the website (or any part thereof), (e) unexpected technical, security or legal issues or problems, and/or (f) participation by you, directly or indirectly, in fraudulent or illegal activities. Termination of your access to the Site may also include removal of some or all of the materials uploaded by you to the Site.

11.2 Survival. The following sections shall survive any termination or expiration of this Agreement: 4, 5, 6, 7, 8, 9, 10, 12, and 13.

12. Dispute Resolution

12.1 Arbitration. If any dispute arises between the parties relating to the application, interpretation, implementation or validity of this agreement, the parties agree to resolve the dispute by arbitration using the Canadian Arbitration Association Expedited Arbitration Rules. The parties agree that the Canadian Arbitration Association Expedited Arbitration Rules give the parties a fair opportunity to present their case and respond to the case of the other side. The arbitration shall be held in Toronto, Ontario and shall proceed in accordance with the provisions of the Arbitration Act (Ontario). Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

12.2 Governing Law. These Terms and any action related thereto shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflicts of law principles. Subject to paragraph 12.1, the parties hereby irrevocably attorn to the jurisdiction and venue of the courts sitting in Toronto, Ontario.

13. General

13.1 Entire Agreement. These Terms, together with the Privacy Policy constitutes the entire agreement between the parties relating to the Site, App and Services and all related activities. Notwithstanding the foregoing, if your organization has entered into a written services agreement related to the Services ("**Services Agreement**"), the Services Agreement shall govern to the extent of any inconsistency between the Services Agreement and these Terms. If any part of these Terms is held to be unlawful, void, or unenforceable, that part shall be deemed severed and shall not affect the validity and enforceability of the remaining provisions.

13.2 No Waiver. The failure of FutureFit AI to exercise or enforce any right or provision under these Terms shall not constitute a waiver of such right or provision. Any waiver of any right or provision by FutureFit AI must be in writing and shall only apply to the specific instance identified in such writing.

13.3 No Assignment. You may not assign the terms of use, or any rights or licenses granted hereunder, whether voluntarily, by operation of law, or otherwise without FutureFit AI's prior written consent. FutureFit AI may assign these Terms at any time.

13.4 Contact. If you have any questions about these Terms or if you wish to make any complaint or claim with respect to the App or Services, please contact us at: help@futurefit.ai

13.5 English Language. It is the express wish of the parties that these Terms and all related documents be drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

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