

COLLECTOR AGREEMENT

LAST UPDATED: [INSERT DATE]

1. Your Acceptance

Welcome to the Momentable Collector Agreement (the “**Agreement**”). This Agreement is between Next Decentrum Technologies Inc. (“**Momentable**”, “**us**”, “**we**” or “**our**”), the owner and operator of momentable.ai (the “**Site**”) and any other Momentable APIs, software, tools, features, or functionalities (“**Apps**”), and you (“**you**” or “**your**” or “**user(s)**”), a user of the Site and/or Apps (together, the “**Services**”). This Agreement governs your access and use of the Services.

This Agreement incorporates by reference the Privacy Policy posted by us on our Site (the “**Privacy Policy**”), and any other policies posted by us on our Site from time to time and expressly referencing this Agreement.

PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT CONSTITUTES A LEGALLY BINDING CONTRACT BETWEEN YOU AND MOMENTABLE, AND IS DEEMED ACCEPTED BY YOU UPON YOUR FIRST ACCESS, USE OR DOWNLOAD OF ANY OF THE SERVICES. IF YOU DO NOT ACCEPT THIS AGREEMENT, DO NOT ACCESS, USE OR DOWNLOAD ANY OF THE SERVICES.

Users of our Services must be at least eighteen (18) years of age and the age of majority as defined in the applicable jurisdiction(s). Use of our Services by anyone under such age is expressly prohibited.

2. Overview of Services

Momentable operates a fully integrated proprietary platform which provides users the technological means to view, explore, showcase, and manage, solely at the user’s discretion, to connections with other users to buy, sell or transfer digital block chain collectibles that provide access to certain utilities such as unique goods, services and experiences (the “**Collectibles**”). The Collectibles are non-fungible tokens or similar digital assets implemented on a blockchain network (such as the Flow blockchain), which uses smart contracts to connect to or otherwise be associated with certain information.

Momentable does not provide blockchain wallet services, is not a crypto-currency exchange or broker, and Momentable is not a money service business or a financial institution. Momentable merely provides a technological platform that helps users explore Collectibles and bridge interactions with each other and Collectibles available on publicly available blockchains. We don’t maintain custodianship or exert control over the Collectibles or blockchains you may interact with as part of the Services, and Momentable is not party to any contract or agreement between you and any other users.

The actual contract for purchase and sale of any Collectibles is directly between the seller and buyer of said Collectibles. Momentable is not a vendor of Collectibles, goods, services, or information, and is not a traditional auctioneer. While we may provide the ability to showcase Collectibles, as well as provide pricing, listing, sourcing, and other guidance in our Services, such guidance is solely informational and you may, at your own discretion, decide to follow it or not.

Each user bears complete responsibility for authenticating the specifications, validity, and genuineness of the Collectibles that they may purchase from third-party merchants using the Services and we make no claims about the specifications, validity, purpose, or genuineness of users or Collectibles (and any content associated with such Collectibles) visible on the Services.

In addition, while we may help facilitate the resolution of disputes between users, Momentable has no control over and does not guarantee the existence, quality, safety or legality of Collectibles listed on the Website or Apps; the truth or accuracy of sellers’ content or listings; the ability of sellers to sell items; the ability of buyers to pay for items; or that a buyer or seller will actually complete a transaction.

While Momentable prohibits conduct and use of the Services that is in violation of any of the terms below, you understand and agree that Momentable cannot be responsible for the content posted on the Services. Momentable does not necessarily pre-screen any user content, but Momentable and its designees have the right (but not the obligation) in their sole discretion to refuse or remove any such content that is available via the Services. As such, you may be exposed to materials that is in violation of these terms. You agree that your use of the Services is at your own risk and liability, and that Momentable is released of any liability in connection with same. You are solely responsible for all content posted and activity that occurs under your account.

3. Integrating a Third-Party Wallet with the Services

To make full use of the Services and purchase, sell or showcase Collectibles, you will need a functional blockchain address and the use of a third-party wallet that is operated and maintained by a separate service provider. Your user account on Momentable will be associated with the blockchain address you link to it and will be used to showcase the Collectibles for that blockchain address (and, if applicable, any content that may be associated with such Collectibles). By integrating your third-party wallet with your Momentable user account, you agree to comply with the terms of use of your third-party wallet service provider. Third-party wallets that integrate with the Momentable platform are not in any way managed, operated, or secured by Momentable, and Momentable does not have custodianship or control over the contents of the third-party wallet that integrates with the Services. Momentable disclaims any liability associated with the contents of a third-party wallet linked to your Momentable user account. We have no ability to secure, reclaim or facilitate the transfer of the contents of your wallet. Momentable makes no representations or warranties regarding how the Services will integrate with any specific third-party wallet. If there are issues with your third-party wallet, please contact the service provider of your third-party wallet directly.

The security of your third-party wallet is solely your responsibility, and you should never share the credentials associated with your third-party wallet with anyone. Similarly, you should never share the credentials associated with your Momentable account with anyone. If your Momentable account, or third-party wallet linked to your Momentable account are compromised because of any act or omission by you or by others, we bear no responsibility and disclaim all liability for any such security compromise. You must immediately notify us if you suspect or are made aware of security issues related to the Services.

4. Right to Access and Use our Services and License to Other Contents

For as long as you remain compliant with the terms of this Agreement, Momentable grants you a limited, nonexclusive, nontransferable, revocable and personal and non-commercial right to access and use the Services provided through a user account. Certain materials (including, but not limited to, content, software, or access to goods, experiences or services) owned by, controlled by, or licensed to us may be made available to you as part of your use of the Services. We hereby grant you a non-commercial, personal, non-assignable, non-sublicensable, non-transferrable, and non-exclusive right and license to access and display such materials provided to you as part of the Services, with such grant being for the sole purpose of enabling you to use the Services as permitted by this Agreement, provided that your license in any materials linked to or associated with any Collectibles is solely as set forth by the applicable vendor or creator of such Collectible.

From time to time, Momentable may need additional information and documentation from you. For example, Momentable may need your assistance to comply with the valid and lawful request of a government authority or regulatory body of any jurisdiction. Momentable may, in its sole discretion, temporarily or completely suspend your account and prohibit you from accessing the Services until such time as Momentable has evaluated the information or documentation that you have provided. Failure to provide accurate information in relation to such a request in a timely manner may result in Momentable refusing to restore your access to the Services.

Momentable may, from time to time, interrupt your access to the Services for any reason whatsoever, including, but not limited to, maintenance, upkeep, repair, or any other actions that Momentable may, in its sole discretion, elect to execute, with or without notice.

Third-Party Links and Third-Party Materials

Momentable provides the technological platform that allows you to interact with public blockchains and explore Collectibles created by third parties. We are not responsible for and make no representations or warranties in relation to any third-party content visible through the use of our Services, including, without limitation, any content associated with Collectibles displayed on our Services. You are solely responsible for authenticating the specifications, validity, and genuineness of any Collectible visible or available for purchase on our Services. Additionally, for any Collectible visible on our Services, we cannot guarantee that such Collectibles will always remain visible or available to be bought or sold.

Collectibles may be subject to a contract directly between buyers and sellers with respect to the use of the Collectible or any content, goods, services or experiences associated with such Collectible. Momentable is not a party to any such contract, and such contracts are solely between the buyer and the seller of said Collectible. The buyer and seller are entirely responsible for the content of such contract, and for effectuating the execution of such contract. As a purchaser, you are entirely responsible for reviewing the terms of such contract, and you enter such contract at your own risk.

The Services may contain hyperlinks or access to external websites or applications operated by third parties (each a “**Third-Party Link**”), or may otherwise list, display or contain information, content, data, services, applications or other materials from third parties (“**Third-Party Materials**”). Clicking or accessing Third-Party Links may direct you to external services. We may not expressly warn you that clicking or accessing such Third-Party Links may direct you to an external service. However, once you have left our Services to a Third-Party Link, you will be subject to the terms of service and privacy policy of the Third-Party Link. Momentable has no control over Third Party Links, and is not liable or responsible for any Third-Party Links or Third-Party Materials. We merely provide access to Third-Party Links and Third-Party Materials as a convenience to our users. We disclaim all liability that may be associated with such Third-Party Links or Third-Party Materials, and we do not review, monitor, endorse, or make any representations or warranties with respect to Third-Party Links or Third-Party Materials. The use of all Third-Party Links and Third-Party Materials is at your sole risk.

5. Responsible Use

In accessing, using and/or downloading the Services, you must **not**:

- (a) post, list or upload content or items in inappropriate categories or areas on our Services;
- (b) breach or circumvent any laws or any third-party rights;
- (c) use our Services if you are not able to form legally binding contracts (i.e. lacking legal capacity with respect to age, mental capacity or other factor), or are temporarily or indefinitely suspended from using our Services;
- (d) block ads that are used on the Services;
- (e) post false, inaccurate, misleading, abusive, deceptive, defamatory, indecent, violent, illegal or libelous content;
- (f) transfer your Momentable account to another party without our consent;
- (g) access the Services from a different blockchain address or user account if any of your other blockchain addresses were blocked from accessing the Services;
- (h) use the Service to carry out any financial activities subject to registration or licensing, including but not limited to promoting or marketing the Collectibles in a manner intended to give buyers the impression that such Collectibles are investment products or that they can expect capital appreciation or derive profits from purchase of such Collectibles, or indicate that such Collectibles may be characterized as securities or any other form of regulated investment product in any applicable jurisdiction;

- (i) imitate another person or entity, or use a wallet to engage in a transaction on Momentable that is owned or controlled in whole or in part, by any other person;
- (j) use the Services for or in connection with money laundering, terrorist financing, or other illicit financial activity;
- (k) add any other user to your mailing list or otherwise contact any other user without their explicit consent;
- (l) distribute or post spam, unsolicited or bulk electronic communications, chain letters or pyramid schemes;
- (m) distribute viruses or any other technologies that may harm Momentable or the interests or property of users;
- (n) use any robot, spider, scraper, data mining tools, data gathering and extraction tools, or other automated means to access our Services for any purpose, except with the prior written consent of Momentable
- (o) interfere with the working of our Services, or impose an unreasonable or disproportionately large load on our infrastructure;
- (p) infringe the copyright, trademark, patent, publicity, moral, database and/or other intellectual property rights (collectively “**Intellectual Property Rights**”) that belong to or are licensed to Momentable. Some, but not all, actions that may constitute infringement are reproducing, performing, displaying, distributing, copying, reverse engineering, decompiling, disassembling, or preparing derivative works from content that belongs to Momentable or third parties;
- (q) infringe any Intellectual Property Rights that belong to third parties affected by your use of the Services or post content that does not belong to you;
- (r) harvest or otherwise collect information about users without their consent;
- (s) circumvent any technical measures we use to provide the Services or take any action to violate, interfere with or undermine the security or system integrity of the Services;
- (t) reproduce, copy, modify, adapt, exploit for commercial purposes, license, sublicense, distribute, transmit, translate, or create derivative works of, the Services or the content therein or any part thereof except with the prior written consent of Momentable or in the ordinary and prescribed use of the Services;
- (u) engage in any activity that is competitive with Momentable, as determined in Momentable’s sole discretion in each instance;
- (v) take any action that would damage, harm, or diminish Momentable’s reputation, goodwill, or public image; or
- (w) fail to deliver Collectibles sold by you, unless you have a valid reason as determined in Momentable’s sole discretion in each instance;
- (x) represent or suggest that Momentable endorses any user, business, product, or service, except with the prior written consent of Momentable;
- (y) manipulate the price of any Collectible or interfere with any other user’s listings;
- (z) engage in behaviors that have the intention or effect of artificially causing a Collectible to appear at the top of search results, or artificially increasing view counts, favorites, or other metrics that Momentable may use to sort search results; and
- (aa) use the Services in any manner that Momentable may, in its sole discretion, deem to be inconsistent with the content or spirit of this Agreement.

If Mometable determines, in our sole discretion, that you are abusing the Services or failing to comply with the terms of this Agreement, we may, without limiting any other available remedies, limit, suspend or terminate your user account(s) and access to our Services, delay or remove hosted content, remove any special status associated with your account(s), and take technical and/or legal steps to prevent you from using our Services. Additionally, in our sole discretion, we may cancel unconfirmed accounts, accounts created by bots or any other automated method, or accounts that have been inactive for a long time or modify or discontinue our Services. Additionally, we reserve the right at any time and from time to time to refuse or terminate all or part of our Services to anyone for any or no reason at our sole discretion.

6. Listing Conditions

When listing or showcasing Collectibles on Mometable, you agree that:

- (a) you are responsible for the accuracy and content of the listing and item(s) offered;
- (b) any content that violates this Agreement or any of Mometable's policies (as may be provided, posted or amended from time to time in Mometable's sole discretion) may be deleted without notice to you and at Mometable's sole discretion;
- (c) we may display the sales and performance history of your individual listings to others; and
- (d) you are responsible for performing all action reasonably necessary to complete any contract for sale you enter into using the Services.

7. Purchase Conditions

When buying Collectibles, or the content associated with them, you agree that:

- (a) you are responsible for reading the full item listing before making a commitment to buy or rent;
- (b) you enter into a legally binding contract to purchase or rent an item when: you commit to buy or rent an item and your offer for an item is accepted;
- (c) all sales are final and that no refund or return policy is available for any purchase using the Services, unless otherwise determined by the seller in each instance;
- (d) you are responsible for doing your own research and verifying the authenticity, legitimacy, identity, and other details about any Collectible or user account that you view or otherwise interact with as part of your use of the Services.
- (e) we do not transfer legal ownership of Collectibles from the seller to the buyer.

8. User Content

When providing information and content using the Services (directly or indirectly), you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise any and all Intellectual Property Rights (as defined above) you have in that content in connection with our provision, expansion, and promotion of the Services, in any media known now or developed in the future. To the fullest extent permitted under applicable law, you waive your right to enforce against Mometable, our assignees, our sublicensees, and their assignees your Intellectual Property Rights in that content in connection with our, those assignees', and those sublicensees' use of that content.

You represent and warrant that, for all such content you provide, you own or otherwise control all necessary rights to do so and to meet your obligations under this Agreement. You represent and warrant that such content is accurate. You represent and warrant that use of any such content (including derivative works) by us, our users, or others in contract with us, and in compliance with this Agreement, does not and will not infringe any Intellectual Property

Rights, privacy rights or contractual rights of any third party. Momentable takes no responsibility and assumes no liability for any content provided by you or any third party.

9. **Momentable Content**

The content contained on the Services, including without limitation the text, graphics, images, audio, video and other material, as well as the taglines and look-and-feel (collectively, the “**Content**”), is protected by copyright, trademark and other such intellectual property laws in Canada, the United States and foreign countries, and is owned or controlled by Momentable or by third parties that have licensed their Content to Momentable. Unauthorized use of the Content by you may violate copyright, trademark, and other intellectual property laws. Where the Services are configured to enable download of the Services or any Content therein, Momentable grants you a limited, revocable, non-exclusive license to download one copy of such Content to a single device for your personal use only, provided that you: (a) maintain all copyright and other proprietary notices contained in the original Content; (b) without prior written permission from Momentable in each instance, not sell, manipulate, modify, reproduce, display, publicly perform, distribute, decompile, reverse engineer, disassemble or otherwise use the Content in any way for any public or commercial purpose, or any purpose outside of the ordinary intended purpose for which such Content was provided to you; and (c) do not otherwise use the Content in a manner that is contrary to this Agreement.

The trademarks, logos and service marks (the “**Marks**”) displayed on the Services, and which may be included with the Content, are owned by Momentable or third-party licensors. Except as expressly contemplated herein, you are prohibited from using such Marks without prior written permission from Momentable or such applicable third party in each instance.

For certainty, Momentable retains all right, title and interest in and to the Content and the Marks. Your use under limited license of the Content and Marks must strictly comply with the terms of this Agreement.

10. **Fees and Payment Processing**

Access, use and/or download of the Services and certain of its features, tools and/or activities may require payment of a fee (“**Service Fees**”). Service Fees are non-refundable.

We use third party payment processors in order to facilitate Service Fee payments (the “**Payment Processor**”). We disclaim any and all liability that may result from your use of the Payment Processor and make no representation, warranty or guarantee with regards to the Payment Processor or their actions. Your activity on the Payment Processor’s sites or applications is governed by such Payment Processors terms and conditions. Any claim and dispute you may have in connection with Service Fees must be solely directed to such applicable Payment Processor, and you hereby release Momentable, and its affiliates, and each of their officers, directors, employees and agents, from any and all claims, actions, demands or losses in connection with same.

To protect Momentable from risk of liability for your actions as a seller, Momentable may at times recommend that the Payment Processor restrict access to funds in your Payment Processor account based on certain factors, including, but not limited to, selling history, seller performance, returns, riskiness of the listing category or transaction value. This may result in the Payment Processor restricting funds in your Payment Processor account.

11. **Disclaimers and Liability Limitation**

YOU AGREE THAT YOU USE THE SERVICES AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT ALLOWABLE AT LAW, THE SERVICES ARE PROVIDED WITHOUT ANY WARRANTIES OR GUARANTEES WHATSOEVER, WHETHER EXPRESS OR IMPLIED, AND ARE **PROVIDED ON AN “AS IS” “AS AVAILABLE” BASIS**. WITHOUT LIMITING THE FORGOING, THE SERVICES ARE PROVIDED WITHOUT IMPLIED OR EXPRESS WARRANTIES OR CONDITIONS OF MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE CANNOT GUARANTEE THAT THE SERVICES WILL FUNCTION WITHOUT DEFECT, ERRORS, INTERRUPTION, OR DOWNTIME. BY USING OUR SERVICES, YOU AGREE THAT MOMENTABLE AND ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, AFFILIATES, AND ASSIGNS, ARE NOT

LIABLE FOR ANY LOSS, HARM, DAMAGE, COST, OR INJURY SUFFERED (INCLUDING WITHOUT LIMITATION ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES) IN CONNECTION WITH YOUR ACCESSING, DOWNLOADING, USING, OR THE INABILITY TO ACCESS, DOWNLOAD OR USE, THE SERVICES. BY ACCESSING, DOWNLOADING OR USING THE SERVICES YOU AGREE THAT MOMENTABLE IS NOT RESPONSIBLE OR LIABLE FOR YOUR ACTIONS OR JUDGMENTS IN CONNECTION WITH SAME. MOMENTABLE IS NOT RESPONSIBLE OR LIABLE FOR THE ACTIONS OR CONTENT OF OTHER USERS OR THIRD PARTIES.

IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE (INCLUDING OUR PARENT, SUBSIDIARIES, AND AFFILIATES, AND OUR AND THEIR OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES) ARE NOT LIABLE, AND YOU AGREE NOT TO HOLD US RESPONSIBLE, FOR ANY DAMAGES OR LOSSES (INCLUDING, BUT NOT LIMITED TO, LOSS OF MONEY, GOODWILL OR REPUTATION, PROFITS, OTHER INTANGIBLE LOSSES, OR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES) ARISING OR RESULTING DIRECTLY OR INDIRECTLY FROM: (A) THE CONTENT YOU PROVIDE (DIRECTLY OR INDIRECTLY) WHEN USING THE SERVICES; (B) YOUR USE OF OR YOUR INABILITY TO USE OUR SERVICES; (C) DELAYS OR DISRUPTIONS IN OUR SERVICES; (D) ANY ACTS OR OMISSIONS YOU TAKE IN THE COURSE OF USING THE SERVICES; (E) ANY RELIANCE YOU PLACE ON THE INFORMATION MADE AVAILABLE THROUGH THE SERVICES; (F) ANY GOODS, SERVICES OR INFORMATION YOU OBTAIN IN CONNECTION WITH YOUR USE OF THE SERVICES; OR ANY OTHER MATTER RELATING TO OR ARISING FROM YOUR USE OF THE SERVICES; OR (G) ANY ACTION TAKEN BY MOMENTABLE IN ACCORDANCE WITH THIS AGREEMENT.

MANY JURISDICTIONS HAVE LAWS PROTECTING CONSUMERS AND OTHER CONTRACT PARTIES, LIMITING THEIR ABILITY TO WAIVE CERTAIN RIGHTS AND RESPONSIBILITIES. WE RESPECT SUCH LAWS; NOTHING HEREIN SHALL WAIVE RIGHTS OR RESPONSIBILITIES THAT CANNOT BE WAIVED BY LAW.

WITHOUT LIMITING ANY OF THE FOREGOING, IN ANY EVENT, MOMENTABLE'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE SERVICES DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE CLAIM. THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL APPLY TO THE FULLEST EXTENT PERMISSABLE UNDER APPLICABLE LAW.

12. Release

If you have a dispute with one or more users, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees and agents) from claims, demands and damages (actual and otherwise) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. **In entering into this release, you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favour at the time of agreeing to this release.**

13. Indemnity

You agree to defend, indemnify, and hold harmless Momentable and its affiliates, and each of their officers, directors, employees and agents, from and against any and all claims, actions, demands or losses, including without limitation reasonable legal and accounting fees, arising from or in any way relating to your breach of or noncompliance with of this Agreement. This indemnification obligation will indefinitely survive termination of this Agreement.

14. Reliance

You understand and agree that Momentable is making the Services available to you in reliance upon the limitations and exclusions of liability, indemnities, and the disclaimers set forth herein and that the same form an essential basis of the contract between you and us. You agree that the limitations and exclusions of liability, indemnities, and the

disclaimers set forth herein will survive, and continue to apply in the case of a fundamental breach or breaches of, the failure of essential purpose of contract, the failure of any exclusive remedy or the termination of this Agreement.

15. **Copyright Policy**

The look and feel of the Services is copyright ©2022 Next Decentrum Technologies Inc. All rights reserved. Without limitation, you may not duplicate, copy, or reuse any portion of the HTML/CSS, Javascript, or visual design elements or concepts without express written permission from Momentable.

Momentable respects the intellectual property rights of others. If you believe that your Intellectual Property Rights have been infringed, please notify our Designated Agent and we will investigate. To submit a copyright infringement notification, please submit a notification pursuant to the Digital Millennium Copyright Act (“**DMCA**”) by providing the below-specified Designated Agent with the following information in writing:

- a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site or application are covered by a single notification, a representative list of such works at that site or application;
- identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to allow us to locate the material;
- information reasonably sufficient to allow us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You acknowledge that if you fail to comply with all of the requirements of the preceding paragraph, your DMCA notice may not be valid.

Our Designated Agent to Receive Notification of Claimed Copyright Infringement can be reached as follows:

By Email: [\[Insert Email\]](#)

By Mail:
DMCA Designated Agent
Attn: Ink LLP
Next Decentrum Technologies Inc.
1200-900 W Hastings St
Vancouver, BC V6C 1E5

16. **Service Modifications**

Momentable reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. Prices of all Services are subject to change upon thirty (30) days' notice from us. Such notice may be provided at any time by posting the changes to the Site or by emailing you directly. Momentable will not be liable to you or any third party for any modification, price change, suspension or discontinuance of the Services.

17. **General**

- (a) **Entire Agreement.** This Agreement, which incorporates the Privacy Policy and any other policy herein referenced, constitute the entire agreement between you and Momentable with respect to the subject matter contained herein and there are no other terms, conditions, representations, warranties, or collateral agreements, express or implied.
- (b) **Amendments.** Momentable may amend this Agreement without notice or consent at any time and from time to time by posting the amended terms on the Site thirty (30) days prior to the effective date of such amendments. We may notify you by email of any material amendments. You can determine when this Agreement was last revised by referring to the “LAST UPDATED” reference expressly provided above. Your continued access, downloading or use of our Services constitutes your acceptance of the amended terms. This Agreement may not otherwise be amended except through mutual agreement by you and an Momentable representative who intends to amend this Agreement and is duly authorized to agree to such an amendment.
- (c) **Force Majeure.** Any delay in the performance by Momentable of any duties or obligations hereunder will not be considered a breach of this Agreement if such delay is caused by circumstances beyond our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, war, acts of terror, strikes or other labor problems (other than those involving our employees), failures of common carriers (including Internet service providers), or denial of service attacks.
- (d) **Assignment.** Momentable may assign this Agreement and all your consents contained herein, in whole, or in part, at any time, with or without notice to you. You may not assign your rights or delegate your duties under this Agreement, either in whole or in part, without Momentable’s prior written consent in each instance. This Agreement will enure to the benefit of and be binding upon the parties to this Agreement and their respective successors, heirs and permitted assigns.
- (e) **Non-Waiver.** Our failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Waivers will not be effective unless in writing and duly authorized by an officer of Momentable.
- (f) **Severability.** The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
- (g) **Language.** This Agreement was written in the English language. If this Agreement is translated into another language, the English language text shall in any event prevail. Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders. Where the word “including” or “includes” is used in this Agreement, it means “including (or includes) without limitation”.
- (h) **Governing Law.** This Agreement is governed and interpreted pursuant to the laws of the Province of British Columbia, Canada and the federal laws of Canada applicable therein, without regard to principles of conflicts of law that would impose the law of another jurisdiction, and you agree to submit to the exclusive jurisdiction of the courts located within the Province of British Columbia, Canada. The foregoing will not limit Momentable’s right to enforce this Agreement in any other jurisdiction if reasonably necessary or advisable in our sole discretion.
- (i) **Trial Waiver.** You hereby irrevocably and unconditionally agree to waive any right you may have to a trial by jury, or commence or participate in any class action against us related to the Services and/or this Agreement.