

TERMS OF USE

Welcome, and thank you for your interest in [www.flytestudios.com and/or www.understudyedu.com] (the “**Sites**”), and such other products, services, features and content which may be offered by Flyte Studios Inc. (“**us**”, “**our**” and “**we**”) from time to time (together with the Sites, the “**Services**”).

This agreement (this “**Agreement**”) is a legal contract between us as the operator and owner of the Services, and any person or other legal entity, (“**you**” or “**your**”) who wishes to use the Services, including your Authorized Users (as applicable), whether as the holder of an account or otherwise (visitors to the Sites and users of the Services are referred to individually as “**User**” and collectively as “**Users**”). Where applicable, an “**Authorized User**” means (i) any minor under the age of 18 years who is under the care, custody or supervision of a User and has been provided with an Access Key by the User enabling such minor to create a username and password to access and use the Licensed Software; or (ii) any minor under the age of 18 years who registers to access and use the Licensed Software and is granted the right to access and use the Licensed Software following our receipt of written consent and acknowledgement from a supervising adult or guardian of such minor agreeing to be bound by this Agreement, the Privacy Policy and Understudy End User License Agreement, as applicable (for the purposes of these Terms of User, such supervising adult or guardian shall be deemed to be a User). This Agreement consists of these terms and conditions and any other terms incorporated into this Agreement by reference.

Please read this Agreement carefully. By visiting any area of either of the Sites, using any of the Services, purchasing any of the products, creating an account or otherwise you acknowledge that you have read, understood and agree to be bound by this Agreement. These Terms of Use apply to all Users and Authorized Users of each of the Sites and the Services, including without limitation, Users or Authorized Users who sign up for UnderstudyEdu.com; Users or Authorized Users who browse the contents of or purchase products from the Sites, vendors, customers, merchants, and/or contributors of content. If you do not agree to be bound by this Agreement and to follow all applicable laws, you and your Authorized Users must leave the applicable Site and cease using the Services immediately.

1. Optional Registration and Your Account

A User or Authorized User may register for an account in order to access certain features and Services of the Sites. If you or your Authorized Users proceed to register an account, you or your Authorized Users will be asked to create a password in connection with your registration for an account. We recommend that you and your Authorized Users choose a password that is hard to guess and consists of letters (both uppercase and lowercase), numbers and symbols. You and your Authorized Users are solely responsible for maintaining the confidentiality of your password and for restricting access to your or your Authorized Users’ account, and you agree to accept responsibility for all activities conducted through your or your Authorized Users’ account. We are not under any obligation to verify the actual identity or authority of any person using your account or password and we may act upon any communication that is given through your or your Authorized Users’ account or by using your password. You agree that the information provided to us by you or your Authorized Users, at the time of registration or otherwise, will be true, accurate, current, and complete. You also agree that you will ensure that this information is kept accurate and up-to-date at all times. If you have reason to believe that your or your Authorized Users’ account is no longer secure (such as in the event of a loss, theft or unauthorized disclosure or use of your password, or any credit, debit or charge card number, if applicable), you agree to immediately notify us. You may be liable for the losses incurred by us or others due to any unauthorized use of your or your Authorized Users’ account.

2. Legal Capacity

You represent and warrant that you possess the legal right, capacity and ability to agree to this Agreement and use the Services in accordance with this Agreement. If you are an individual, you represent and warrant that you have reached the age of majority in the jurisdiction in which you reside, and that you are in any event at least 18 years old; provided, however, that any minor under the age of 18 years old may utilize certain portions of the Services under the supervision of a User, as an Authorized User, as defined in and pursuant to the terms of this Agreement and/or the UnderstudyEdu End User License Agreement. If you are using either of the Sites on behalf of a corporation or other organization, you represent and warrant that you have the authority, or have receive approval, to agree to this Agreement on behalf of such organization and all references to “**you**” or “**your**” throughout this Agreement will include such organization, jointly and severally with you personally.

3. Privacy Policy

Your and your Authorized Users’ privacy is important to us. Our Privacy Policy can be found at <https://understudyedu.com/legal/privacy-policy> and is hereby incorporated into this Agreement by reference. Please read our privacy policy carefully for information relating to our collection, use, and disclosure of your and your Authorized Users’ personal information.

4. Updates and Modifications

- a. **Additional Guidelines or Rules.** Additional guidelines or rules may be applicable to your or your Authorized Users’ use of specific Services and features of the Services. If there is a conflict between the terms and conditions of this Agreement and those of another agreement you may have with us in respect of your or your Authorized Users’ use of specific Services and features of the Services, the terms and conditions of the other agreement will apply in respect of your or your Authorized Users’ use of such specific Services and features of the Services.
- b. **Modification of this Agreement.** We reserve the right, at our sole discretion, to change, modify, add, or remove portions of this Agreement at any time. Please check this Agreement periodically for changes. Your and your Authorized Users’ continued use of the Services after the posting of changes constitutes your binding acceptance of such changes. Disputes arising under this Agreement will be resolved in accordance with the version of this Agreement in place at the time the dispute arose.
- c. **Updates to the Services.** You acknowledge and agree that we may update the Services with or without notifying you or your Authorized Users. Such updates shall be subject to the terms and conditions of this Agreement.

5. User Content

- a. All information, material or content submitted by a User or Authorized User, whether publicly or privately posted, e-mailed, transmitted, uploaded or otherwise submitted to us via the Services (“**Submitted Content**”) is your sole responsibility. You acknowledge and agree that you are entirely responsible for all Submitted Content that is post, e-mail, transmit, upload or otherwise submitted by you or your Authorized Users in connection with or via the Services, including, without limitation, the accuracy of such Submitted Content. Under no circumstances will we be liable in any way for any loss, damage or injury related to, or arising as a result of, any Submitted Content, including, but not limited

to, any errors or omissions in any such content, or any loss or damage of any kind incurred as a result of the use of any Submitted Content posted, e-mailed, transmitted, uploaded or otherwise submitted via the Services.

- b.** You agree and agree to cause your Authorized Users to not use any Service to post, e-mail, transmit, upload or otherwise submit any Submitted Content that: (i) promotes information that is false, misleading, illegal or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; (ii) infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party including, without limitation, promoting an illegal or unauthorized copy of another person's copyrighted work; (iii) you and your Authorized Users' do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information); or (iv) contains viruses, worms, corrupt files, trojan horses or other forms of corruptive code, or any other content which may compromise the Services.
- c.** You hereby grant us a perpetual, transferrable, world-wide, royalty-free license to use your or your Authorized Users' Submitted Content in our promotional and marketing activities, in any manner determined by us in our sole discretion, provided that the use of your or your Authorized Users' Submitted Content and any personal information contained therein complies with our Privacy Policy and applicable privacy legislation.
- d.** You acknowledge and agree that we may preserve Submitted Content and may also disclose Submitted Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce the terms of this Agreement; (iii) respond to claims that any Submitted Content violates the rights of third-parties; or (iv) protect our rights, property, or personal safety and those of our users and/or the public.

6. User Conduct

- a.** You or your Authorized Users may not, directly or indirectly: (i) use the Services for any illegal or unauthorized purpose; (ii) attempt to mislead any person as to your identity or the origin of any communication transmitted through the Services (including by using an email address, credit or debit card, or phone number that do not belong to you, without the approval of their owner(s)); (iii) collect or harvest any personal information, including account names, from the Services; (iv) attempt to circumvent the security systems of the Services; (v) attempt to gain access to or use the Services in a fraudulent manner; (vi) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Services or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; (vii) modify, adapt, translate or create derivative works based upon the Services or any part thereof, except and only to the extent expressly permitted by us herein or to the extent the foregoing restriction is expressly prohibited by applicable law; (viii) attempt to gain access to any other User's account; (ix) frame or mirror any part of any Services; (x) attempt to ascertain any other user's password and/or personal information by any means whatsoever, including without limitation, by use of the Services or any other application or website, or by e-mail communication; (xi) create or submit unwanted e-mail or other messages to any Users of the Services or mass email other Users; or (xii) delete or revise any material posted by any other person or entity.

- b. You or your Authorized Users may not use or launch any automated system, including without limitation, “robots”, “spiders” or “offline readers” that accesses the Services in a manner that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser in ordinary and customary usage. Notwithstanding the foregoing, we grant the operators of public search engines permission to use spiders to copy materials from the Services for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. We reserve the right to revoke these exceptions either generally or in specific cases.

7. **Third-Party Sites, Applications, Products and Services**

The Services may include links or references to other web sites, applications or services (“**Third-Party Sites**”) solely as a convenience to Users or Authorized Users. We do not endorse any such Third-Party Sites, the information, materials, products, or services contained on or accessible through Third-Party Sites nor do we review or assume any responsibility for the same. Your and/or your Authorized Users’ access and use of Third-Party Sites, including without limitation the information, materials, products, and services on or available through Third-Party Sites, is solely at your own risk and is subject to the Third-Party Sites’ terms of use, privacy policy and other terms and conditions.

8. **Fees and Payments**

- a. **Fees.** We may now, or in the future, charge fees for the use and provision of certain Services (“**Fees**”). All Fees are exclusive of applicable taxes (e.g. sales, use, or value-added tax) unless otherwise stated, and you are solely responsible for the payment of any such charges (the “**Charges**”). Fees and Charges may vary depending on your chosen payment method. The Fees and Charges for our products and Services will be confirmed to you before you complete a purchase.
- b. **Payment.** When you or your Authorized Users make a purchase, you agree to pay all specified Fees and Charges by using any of the payment methods which we may accept from time to time. We reserve the right to remove or amend the available payment methods at our sole discretion. All Fees and Charges are final and non-refundable, including in the event of termination of your account for the Services.
- c. **Credit Card.** You may pay the Fees and Charges by designating a credit card for payment. You authorize us, or any other company that acts as a billing agent for us, to charge the credit card you designate to pay any amounts described herein and authorize us, or any other company that acts as a billing agent for us, to continue to attempt to charge all sums described herein to your credit card until such Fees and Charges are paid in full. If payment is not received by us from your credit card issuer, you agree to pay all amounts due upon demand by us.
- d. **Changes in Price.** We may change the Fees and Charges payable for the purchase of our products or Services at any time without any notice to you. We may also institute new Fees or Charges or charge a Fee or Charge for the use of the Services or any part thereof where a Fee or Charge was not previously charged.

9. Ownership and Proprietary Rights

The visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), products, software, services, and all other elements of the Services provided by us (the “**Materials**”) are protected, without limitation, by U.S., Canadian and other foreign copyright, trademark, patent and other intellectual property laws. All Materials contained on the Services are the property of us and/or our subsidiaries and/or affiliated companies and/or our third-party licensors. All trademarks, service marks, and trade names are proprietary to us and/or our subsidiaries and/or our affiliates and/or our third-party licensors. You agree, and shall cause your Authorized Users, not to sell, license, sublicense, distribute, copy, reproduce, reverse engineer, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials. We reserve all rights to the Materials not expressly granted in this Agreement. Any unauthorized or prohibited use may subject you or and your Authorized Users to civil liability and criminal prosecution under applicable laws.

10. Remedies

- a. **Our Remedies.** You agree that we may, in our sole discretion, for any reason, subject to applicable law, and without penalty, terminate any account (or any part thereof) you or your Authorized Users may have with us or your and your Authorized Users’ use of the Services and remove and discard all or any part of your account or profile at any time. We may also in our sole discretion and at any time discontinue providing access to the Services, or any part thereof, with or without notice. You agree that any termination of your or your Authorized Users’ access to the Services or any account you may have, or any portion thereof, may be effected without prior notice to you or your Authorized Users, subject to applicable law, and you agree that we will not be liable to you or any third-party for any such termination. Upon termination for any reason, all licenses and other rights granted to you in this Agreement will immediately terminate and you and your Authorized Users must cease to use the Services. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies we may have at law or in equity. We reserve all rights and remedies against any User who violates this Agreement. **YOU ACKNOWLEDGE THAT A VIOLATION OF THIS AGREEMENT MAY CAUSE IRREPARABLE HARM TO US AND YOU AGREE THAT, IN ADDITION TO ANY OTHER REMEDIES PROVIDED BY LAW OR IN EQUITY, WE SHALL BE ENTITLED TO SEEK INJUNCTIVE RELIEF AGAINST YOU FOR ANY SUCH VIOLATION WITHOUT HAVING TO POST A BOND.**
- b. **Your Remedies.** To the extent permitted by applicable law, your only remedy with respect to any dissatisfaction with: (i) the Services; (ii) any term of this Agreement; (iii) any policy or practice of ours in operating the Services; or (v) any content or information transmitted through the Services, is to terminate your and your Authorized Users’ use of the Services and/or your or your Authorized Users’ account. You or your Authorized Users may terminate your account at any time by deleting your account with the Services and discontinuing use of any and all parts of the Services.

11. Indemnification

You agree to indemnify, defend, and hold us as well as our subsidiary companies and affiliated legal entities and all of our directors, officers, shareholders, agents, licensors and employees harmless from and against all damages, liability, loss, costs and expenses (including reasonable legal fees and costs) arising out of: (i) your or your Authorized Users’ breach of this Agreement or misuse of the Services contrary to the terms

of this Agreement; (ii) your or your Authorized Users' breach of any applicable law or regulation; (iii) your or your Authorized Users' infringement or violation of the rights of any third parties (including intellectual property rights); and (iv) any breach of the representations, warranties, and covenants made herein, by you or your Authorized Users.

12. Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY LAW: THE SERVICES ARE PROVIDED "AS IS" AND USED AT YOUR SOLE RISK WITH NO WARRANTIES WHATSOEVER; WE, AND OUR SUBSIDIARY COMPANIES AND AFFILIATED LEGAL ENTITIES AND ALL OF OUR DIRECTORS, OFFICERS, AGENTS, LICENSORS AND EMPLOYEES DO NOT MAKE ANY WARRANTIES, CLAIMS OR REPRESENTATIONS AND EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICES INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR USE FOR A PARTICULAR PURPOSE. WE, AND OUR SUBSIDIARY COMPANIES AND AFFILIATED LEGAL ENTITIES AND ALL OF OUR DIRECTORS, OFFICERS, AGENTS, LICENSORS AND EMPLOYEES FURTHER DO NOT REPRESENT OR WARRANT THAT THE SERVICES WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE AND ERROR-FREE.

13. Limitation of Liability and Damages

- a.** WE, AND OUR SUBSIDIARY COMPANIES AND AFFILIATED LEGAL ENTITIES AND ALL OF OUR DIRECTORS, OFFICERS, AGENTS, LICENSORS AND EMPLOYEES SHALL NOT BE LIABLE TO YOU OR YOUR AUTHORIZED USERS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES OR LOSSES HAS BEEN NOTIFIED TO US, FOR: (i) ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR (ii) ANY LOSS OF INCOME, BUSINESS, ACTUAL OR ANTICIPATED PROFITS, OPPORTUNITY, GOODWILL OR REPUTATION (WHETHER DIRECT OR INDIRECT); OR (iii) ANY DAMAGE TO OR CORRUPTION OF DATA (WHETHER DIRECT OR INDIRECT); OR (iv) ANY CLAIM, DAMAGE OR LOSS (WHETHER DIRECT OR INDIRECT) ARISING FROM OR RELATING TO ANY PRODUCT OR SERVICE PROVIDED BY A THIRD PARTY UNDER THEIR OWN TERMS OF SERVICE OR ANY THIRD PARTY WEBSITE.
- b.** IN NO EVENT WILL WE, OR OUR SUBSIDIARY COMPANIES OR AFFILIATED LEGAL ENTITIES OR ANY OF OUR DIRECTORS, OFFICERS, AGENTS, LICENSORS OR EMPLOYEES TOTAL LIABILITY TO YOU OR YOUR AUTHORIZED USERS FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR OR YOUR AUTHORIZED USERS' USE OF THE PRODUCTS LISTED FOR SALE ON THE SITE OR THE SERVICES (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE), EXCEED \$100 CDN.
- c.** YOU ACKNOWLEDGE AND AGREE THAT WE HAVE OFFERED OUR SERVICES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY

SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU OR YOUR AUTHORIZED USERS AND US, AND THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND US.

- d. YOU AGREE THAT ANY CLAIM ARISING FROM OR RELATED TO THE PRODUCTS AND/OR SERVICES MUST BE BROUGHT BY YOU WITHIN ONE YEAR FROM THE DATE OF THE CIRCUMSTANCES GIVING RISE TO SUCH CLAIM OR SUCH CLAIM IS PERMANENTLY BARRED.
- e. SOME JURISDICTIONS PROHIBIT THE DISCLAIMER OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OF CERTAIN TYPES OF LIABILITY. IN SUCH CIRCUMSTANCES, TO THE EXTENT THAT SUCH PROHIBITIONS PROHIBIT ANY EXCLUSIONS AND LIMITATIONS IN THIS AGREEMENT, SUCH EXCLUSIONS AND LIMITATIONS WILL NOT APPLY TO YOU OR YOUR AUTHORIZED USER STRICTLY TO THE EXTENT NECESSARY TO MAKE THIS AGREEMENT CONSISTENT WITH SUCH PROHIBITIONS.

14. Miscellaneous.

- a. **Notice.** You agree to receive electronic communications from us addressed to the e-mail address associated with your or your Authorized Users' account. You acknowledge and agree that any communication via e-mail or by postings on either of the Sites satisfies any legal requirement that such communications be made in writing.
- b. **Force Majeure.** We will not be liable for any losses caused directly or indirectly as a result of causes or events beyond our control, including natural disasters, acts of God, war, terrorism, actions or decrees of governmental bodies, exchange or market rulings, failure of the internet, communication lines or utility systems, equipment and systems failures, unauthorized access, and theft (each, a "**Force Majeure Event**"). All of our obligations under this Agreement and providing the Services will be suspended for the duration of such Force Majeure Event.
- c. **Waiver.** Our failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. Any waiver of any provision of this Agreement will be effective only if in writing and signed by us.
- d. **Governing Law.** You agree that this Agreement is governed by the laws of Ontario and the laws of Canada applicable in Ontario, excluding any principles of conflicts of laws that would apply a different body of law. You submit and attorn to the exclusive jurisdiction and venue of the courts of the Province of Ontario located in the City of Toronto with respect to any matters arising from or related to this Agreement.
- e. **Severability.** If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or severed from this Agreement to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.
- f. **Assignment and Enurement.** We may at any time assign our rights and obligations under this Agreement, in whole or in part, without notice to you. You may not assign this

Agreement without our prior, written consent. This Agreement will enure to the benefit of and bind you and us and our respective heirs, personal and legal representatives, successors and permitted assigns.

- g. Relationship.** You agree that no joint venture, partnership, fiduciary, employment or agency relationship exists between us and you or your Authorized Users as a result of this Agreement or your or your Authorized Users' use of the Services.
- h. Survival.** Upon termination of this Agreement, any provision which, by its nature or express terms should survive, will survive such termination or expiration.
- i. Interpretation.** In this Agreement: (i) the captions and headings are for convenience only and do not constitute substantive matter and are not to be construed as interpreting the contents of this Agreement; (ii) the word "including", the word "includes" and the phrase "such as", when following a general statement or term is not to be construed as limiting, and the word "or" between two or more listed matters does not imply an exclusive relationship between the matters being connected; and (iii) all references to website addresses or URLs will also include any successor or replacement websites containing substantially similar information as the referenced website(s).
- j. Entire Agreement.** This Agreement, as amended from time to time, including any and all documents, rules, terms and policies referenced herein, including but not limited to the Privacy Policy, constitutes the entire agreement between us and you with respect to the matters referred to in this Agreement and supersedes all prior and contemporaneous agreements and understandings, whether electronic, oral or written, between us and you or your Authorized Users with respect to such matters.
- k. English Language.** The parties have requested and agree that these Terms and Conditions and all documents relating thereto be drawn up in English. Les parties ont demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.