

DMS TERMS OF USE AND SERVICES

1. **ACCEPTANCE OF TERMS OF SERVICE**. This is an agreement between DEER MANAGEMENT SYSTEMS (“DMS”), owner and operator of the websites accessible at www.revealcellcam.com (the “Platform”), and you (“you” or “You”), a user of the Platform (“User”). By using the Platform, including the services offered on the Platform (the “Services”), you acknowledge and agree to these terms of service (“Terms of Service”) and to DMS’s Personal Information Protection Policy, which is accessible hereunder and is incorporated to this agreement by reference. If you choose to not agree with those Terms of Service or Personal Information Protection Policy, you must refrain from using the Platform. The Platform is available only to users who can form legally binding contracts under applicable law. By using or accessing the Platform, you hereby represent and warrant that you are at least eighteen (18) years of age and are not barred from using the Platform or the Services, under applicable law.

USER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT USER IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN USER AND THE UNDERLYING CARRIER. USER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFORE.

2. **RIGHT TO CHANGE TERMS**. DMS reserves the right, in its sole discretion, to change these Terms of Service (“Updated Terms”) from time to time. Unless DMS makes a change for juridical or administrative reasons, DMS will provide reasonable advanced notice before the Updated Terms become effective. You agree that DMS may notify you of the Updated Terms by posting them on the Platform. Your use of the Platform after the effective date of Updated Terms constitutes your agreement to these Updated Terms. You should review these Terms of Service and any Updated Terms before using the Platform. The Updated Terms will be effective as of the time of posting, or such later date as may be specified in the Updated Terms, and will apply to your use of the Platform from that point forward.

3. USE OF PLATFORM

3.1. FUNCTIONALITIES.

The Platform allows you to purchase hunting tablets as well as trail and action cameras. The Platform also enables you to activate your camera to locate your GPS position, and to manage and view photos taken with your camera.

3.2. ACCESS AND USE.

During the term of this agreement, DMS grants you a limited, non-exclusive, non-transferable right to access and use the Platform, for use in accordance with the Terms of Service (“Authorized purposes”).

3.3. USER CONDUCT.

You may not engage in any of the following prohibited activities:

1. using the Platform for purposes other than the Authorized purposes;
2. copying, distributing, or disclosing any part of the Platform in any medium, including by any automated or non-automated web scraping tool or technique;
3. using any automated system, including “robots,” “spiders,” and “offline readers”, to access the Platform;
4. transmitting, via the Platform, spam, chain letters, or other unsolicited emails;
5. attempting to interfere with the servers running the Platform, compromise their system integrity or security, or decipher any transmissions to or from them;
6. taking any action that, at our sole discretion, imposes, or may impose, an unreasonable or disproportionately large load on the Platform infrastructure;
7. uploading invalid data, viruses, worms, or other malware through the Platform;
8. collecting, extracting or harvesting any personally identifiable information, including account names, from the Platform;
9. impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity;
10. interfering with the proper working of the Platform;
11. accessing any content on the Platform through any technology or means other than those provided or authorized by the Platform;
12. bypassing the measures that DMS may use to prevent or restrict access to the Platform, including features that prevent or restrict use or copying of any content or enforce limitations on the use of the Platform or the content therein;
or
13. otherwise using the Platform in contravention with any applicable law.

3.4. INVESTIGATION AND PROSECUTION.

DMS shall have the right to investigate and prosecute any violations of the Terms of Service, to the fullest extent permitted by law. You acknowledge that DMS has no obligation to review your Content (as defined hereunder) or to monitor your access to or use of the Platform, but has the right to do so, to ensure compliance with the Terms of Service or applicable laws, orders or requirements or a court or governmental body. In case of violation of these Terms of Service, DMS shall have the right, at any time

and without prior notice, to remove your Content and disable your access or use to the Platform.

4. ELECTRONIC COMMUNICATIONS

When you provide DMS with your email address via the Platform, you expressly consent that DMS will keep your email address in its databases or that it may use such email address in its mailing list to communicate with you to (i) validate certain information relating to your account, (ii) keep you informed of the status of your account on the Platform, (iii) conduct surveys or verifications relating to the Platform, namely its functionalities, user-friendliness or your appreciation of the Platform, (iv) offer you advantages or promotions offered by DMS, or (v) any other purpose relating to the Platform or security of Users.

5. YOUR ACCOUNT

5.1. ACCOUNT CREATION.

Some functionalities of the Platform may require the creation of a user account. If you create an account, you must complete the registration process by providing DMS with current, complete, and accurate information as prompted by the applicable registration form. You also will choose a unique and safe password and user name. In case of a breach of this paragraph 5.1, DMS may end your right to use the Platform, at its sole discretion.

5.2. RESPONSIBILITY FOR ACCOUNT.

You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify DMS immediately of any unauthorized use of your account or any other breach of security.

5.3. ACCOUNT SECURITY.

DMS cannot guarantee that unauthorized third parties will never be able to defeat the Platform's security measures or use for improper purposes any information which relates to you and allows you to be identified ("Personal Information") that you provide to us. You acknowledge that you provide your Personal Information at your own risk.

5.4. LIABILITY FOR ACCOUNT MISUSE.

DMS will not be liable for any loss, including the loss of data associated to your account, that you may incur as a result of someone else using your password or account, either with or without your knowledge. You could be held liable for losses

incurred by DMS or another party due to someone else using your account or password.

5.5. USE OF OTHER ACCOUNTS.

You may not use anyone else's account at any time, unless with the permission of the account holder as her or his duly authorized mandatory.

5.6. ACCOUNT TERMINATION.

DMS reserves its right to delete any account inactive for a period of at least one (1) year, as well as any data associated to such account. However, no data shall be deleted without prior notice to the account holder.

5.7. ACCOUNT DISCONTINUATION.

You may terminate or cancel your account on the Platform for any reason, as your sole discretion and without notice, without liability to DMS.

6. PLATFORM FEES

6.1. FEES.

DMS may charge fees for access to or use of the Platform. However, in no event will you be charged for such access or use unless DMS obtains your prior agreement to pay such fees. Any fees will be posted prominently on the Platform and in other appropriate locations on the Platform.

6.2. RATES.

You will pay all fees and charges incurred through your account at the rates in effect for the billing period when they are incurred. You will be billed for and pay all fees and charges. You shall pay all applicable taxes relating to the use of the Platform through your account.

7. PURCHASE ORDERS AND SALES

7.1. PURCHASE ORDERS.

You must submit purchase order for our goods and services ("Purchase Orders") on our standard purchase order form made available to you via the Site.

CONTENTS OF PURCHASE ORDERS.

Before concluding a sale through the Site, DMS will disclose, bring expressly to your attention and present the following information to you prominently and in a

comprehensible manner, so that you may easily retain and print your Purchase Order, and correct any error before it is sent to us and registered:

- our name, and any other name under which we carry on business;
- our address;
- our telephone number and, if available, our fax number and technological address;
- a detailed description of goods or services that are to be the object of the Purchase Order, including characteristics and technical specifications or model or part number;
- an itemized list of the quantity and unit prices of the goods or services that are to be the object of the Purchase Order, including associated costs charged to you and any additional charges payable under a statute;
- a description of any possible additional charges payable to a third party, such as customs duties and brokerage fees, whose amounts cannot reasonably be determined;
- the total amount to be paid by you under the contract and, if applicable, the number of installments, the rate applicable to the use of an incidental good or service and the terms of payment;
- the currency in which amounts owing under the contract are payable if not Canadian dollars;
- the date on which, or the time within which, our principal obligation must be performed;
- if applicable, the mode of delivery, the name of the carrier and the place of delivery;
- the applicable cancellation, rescission, return, exchange and refund conditions, if any; and
- any other applicable restrictions or conditions.

7.2. ENCRYPTION OF DATA.

You accept that your data (not including credit card information), may be transferred unencrypted and involve transmissions over various networks, and changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

7.3. DMS'S ACCEPTANCE OR REJECTION

NOTICE OF ACCEPTANCE OR REJECTION.

Within 10 business days" of receiving your Purchase Order and payment for the goods or services that are the object of the Purchase Order, DMS shall notify you whether it is accepting or rejecting the Purchase Order. DMS may reject the Purchase Order for any reason, at its sole discretion, and without explanations.

ACCEPTANCE AND DEEMED ACCEPTANCE.

The parties will be bound by the Purchase Order when DMS gives you notice of its acceptance, or if DMS fails to notify you of its acceptance or rejection within 10 business days” of receiving your Purchase Order.

MODIFICATION.

DMS may propose a modification to a Purchase Order by including in its notice to you a modified Purchase Order, for you to accept or reject according to the acceptance and rejection procedures under this section.

7.4. PRICE, INVOICING AND PAYMENTS

PRICE.

You shall pay DMS’s list price for each good or service, as listed on the Site. Said price is subject to change without notice to User at any time and at the sole discretion of DMS

PAYMENT AND TAXES.

DMS will invoice you and requires and will collect full payment for the goods or services that are the object of the Purchase Order upon receipt of such Purchase Order.

INVOICE AND RECEIPT.

DMS shall send or give you access to the invoice for each Purchase Order, and a payment receipt upon receipt of a payment for the goods or services that are the object of the Purchase Order. DMS will make and send or notify you of each invoice and payment receipt in writing at the email address that you provided in the Purchase Order.

7.5. DELIVERY OF GOODS

DELIVERY.

DMS will deliver each order of goods in accordance with the delivery method you selected and to the location specified in the applicable Purchase Order. All delivery times are estimated and DMS cannot be held responsible for any delay in delivery.

DMS’S PRINCIPAL OBLIGATION.

DMS’s principal obligation is presumed to have been performed if DMS attempted to perform it on the date specified in the Purchase Order, on a later date agreed on in

writing by you and DMS, or on the date specified in a notice sent to you within a reasonable time, but was prevented from doing so by your actions or negligence.

RISK OF LOSS.

DMS will remain liable for any damages, losses, or defects to the goods until they are delivered to you, after which you will be solely liable.

8. PROVISIONS APPLICABLE ONLY TO CONSUMERS

The following provisions applies only to buyers who are consumers. “Consumers” means “natural persons, except merchants who obtain our goods or services for the purposes of their business”.

8.1. DISTANCE CONTRACT.

The distance contract for the sale of goods or services between DMS and a consumer will be evidenced in writing, a copy of it will be sent to the consumer within fifteen (15) days after it is entered into, in a manner that ensures that the consumer may easily retain it and print it, and will indicate:

- the consumer’s name and address;
- the date the contract is entered into; and
- the information described in section 7.1.1. above (Contents of Purchase Orders), as disclosed before the contract was entered into.

8.2. CANCELLATION.

The consumer may cancel the contract within seven days after receiving a copy if:

1. DMS did not disclose to the consumer the information described in section 7.1.1. above (Contents of Purchase Orders) before the contract was entered into, or did not disclose it in accordance with that section;
2. DMS did not provide the consumer with an express opportunity, before the contract was entered into, to accept or decline the proposal or to correct any errors; or
3. the contract does not meet the requirements of section 8.1. above (Distance contract);

However, the cancellation period begins as of DMS’s performance of the principal obligation if the consumer, at that time, observes that DMS has not disclosed all the information described in section 7.1.1. above (Contents of Purchase Orders). If DMS does not send a copy of the contract to the consumer within the time provided for in section 8.1. above (Distance contract), the consumer has 30 days, as of the date the contract is entered into, in which to cancel the contract.

The consumer's right to cancel the contract is exercised by sending a notice to that effect to DMS. The contract is cancelled by operation of law as of the sending of the cancellation notice. Within 15 days following the cancellation of the contract, the merchant must refund all sums paid by the consumer under the contract. Within 15 days following the cancellation of the contract or following delivery if it postdates cancellation, the consumer must restore the goods that were the object of the contract to the merchant in the same state in which they were received. The merchant shall assume the reasonable costs of restitution.

A distance contract may also be cancelled by the consumer at any time before performance of DMS's principal obligation if DMS's principal obligation is not performed within thirty (30) days after the date specified in the contract or the later date agreed on in writing by the consumer and DMS, or within thirty (30) days after the contract is entered into in the case of a contract that does not specify a date or time limit for DMS's principal obligation to be performed.

8.3. CHARGEBACK.

If DMS defaults on the obligation to make a refund and the consumer has paid by credit card, the consumer may, within 60 days following the default, request the card issuer to chargeback all amounts paid under the contract and any accessory contract, and to cancel all charges made to the consumer's account in relation to those contracts. A chargeback request must be in writing and contain the following information:

- the credit cardholder's name;
- the credit card number and expiry date;
- DMS's name;
- the date the contract was entered into;
- the amount charged to the credit card account and the sums to be refunded by DMS;
- a description of the goods or services that are the object of the contract and for which chargeback is requested;
- the reason for cancelling the contract; and
- the date of cancellation and the means used to send the cancellation notice.

9. RETURN, REFUND AND EXCHANGE CONDITIONS

9.1. REFUNDS.

DMS offers no refund, other than to consumers as stipulated in Section 8 above.

9.2. EXCHANGE.

You may, within thirty (30) days after the purchase of a product, request an exchange for another product of the same value, or a higher value by paying the difference in price. In the event that you opt for a lower value product, DMS will not refund the difference between the higher initial price and the purchase price of the new product. To qualify for an exchange, your item must be unused and in the same state as you received it.

9.3. RETURNS.

To complete your exchange, we require a receipt or proof of purchase. To return your product for the exchange, you must mail, at your own costs, your product to:

DEER MANAGEMENT SYSTEMS
110 N Sunset Blvd
Caledonia, MN 55921

9.4. ACCEPTATION.

If you contact DMS prior to sending your product for an exchange, DMS will send you a return merchandise authorization (RMA) number. In addition, once your return is received and inspected, DMS will send you an e-mail informing you of the receipt of your returned item and the approval or rejection of your return. In the event that you do not contact DMS before sending your product, a communication will be sent to you only in case of rejection of the goods for return.

9.5. REJECTION.

In the event that, depending on the condition of the product, the return is refused, the product can not be credited for an exchange and will be returned to you at your expense.

9.6. REPAIR.

You can consult our repair service instructions in case of breakage or malfunction.

10. PRODUCTS OR SERVICES

10.1. COLORS AND IMAGES.

DMS has made every effort to display as accurately as possible the colors and images of our products that appear on the Site. We cannot guarantee that your computer monitor's display of any color will be accurate nor that the product you receive will be exactly as shown on our website.

10.2. MODIFICATION TO THE SERVICES AND PRICE.

Prices for our products are subject to change without notice. DMS reserves the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

10.3. LIMITATIONS AND DISCONTINUANCE.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this Site is void where prohibited.

10.4. LIMITATIONS.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

10.5. WARRANTY.

DMS offers a one-year warranty on sold Reveal cameras. Please refer to the instruction manual. No warranty will be given on any accessories (e.g. antennas, solar panels, etc.) nor any product that has been physically broken.

11. ACCURACY OF BILLING AND ACCOUNT INFORMATION

We may, in our sole discretion, limit or cancel the quantities purchased per person, household or order, including orders placed by or under the same customer account, the same credit card or orders using the same billing or shipping address.

12. PERSONAL DATA PROTECTION AND PROCESSING

Protecting, securing, and maintaining the information processed and handled through the Services is one of our top priorities, and it should be yours too. This section describes our respective obligations when handling and storing information connected with the Services. The following terms used in this section relate to data provided to DMS by you or received or accessed by you through your use of the Services:

“Personal Data” means information that identifies a specific living person (not a company, legal entity, or machine) and is transmitted to or accessible through the Services.

“User Data” means information that describes you, your use of the Platform or any data submitted to DMS as part of your use of the Services under this Agreement.

The term “Data” used without a modifier means all Personal Data and User Data.

DMS and its affiliates process, analyze, and manage Data to: (a) provide Services to you, other DMS users, and Customers; and (b) analyze, develop and improve our products, systems, and tools. DMS provides Data to third-party service providers, including Payment Method Providers (Stripe), Amazon Web Services, and their respective affiliates, as well as to DMS’s affiliates, to allow us to provide Services to you and other users. We do not provide Personal Data to unaffiliated parties for marketing their products to you. You understand and consent to DMS’s use of Data for the purposes and in a manner consistent with this section.

DMS will only use User Data as permitted by this Agreement, by other agreements between you and us, or as otherwise directed or authorized by you. You will protect all Data you receive through the Services, and you may not disclose or distribute any such Data, and you will only use such Data in conjunction with the Services and as permitted by this Agreement or by other agreements between you and us. Neither party may use any Personal Data to market to Customers unless it has received the express consent from a specific Customer to do so.

Protection of Personal Data is very important to us. You affirm that you are now and will continue to be compliant with all applicable Laws governing the privacy, protection, and your use of Data that you provide to us or access through your use of the Services. You also affirm that you have obtained all necessary rights and consents under applicable Laws to disclose to DMS – or allow DMS to collect, use, retain, and disclose – any Personal Data that you provide to us or authorize us to collect, including Data that we may collect directly using cookies or other similar means.

If we become aware of an unauthorized acquisition, disclosure or loss of Personal Data on our systems, we will notify you consistent with our obligations under applicable Law. We will also notify you and provide you sufficient information regarding the unauthorized acquisition, disclosure or loss to help you mitigate any negative impact on the Customer.

When using DMS services you will connect your DMS Account with a Platform or App. Connected Platforms and Apps may take certain actions on your behalf and access Data available through your DMS Account, including some User Data. By using the app or Platform, you authorize DMS to share Data with any Platform or App that you connect with your DMS Account through the Dashboard or the API.

13. INTELLECTUAL PROPERTY

13.1. TRADEMARKS.

All trademarks (including words, expressions and logos) used by DMS for the purposes of distinguishing or so as to distinguish its own goods or services advertised or promoted on the Platform from those of others are owned by DMS. DMS tradenames and logos are trademarks of DMS, and may not be used, reproduced or imitated, in whole or in part, without the prior written permission of DMS.

13.2. COPYRIGHT.

All original works reproduced or published on the Platform are protected by copyright. The owner of the copyright in each of such works reserve all its rights in it. You acknowledge that it is an infringement of copyright for any person to do, without the consent of the owner of the copyright, anything that, by the applicable copyright statutes, only the owner of the copyright has the right to do.

13.3. OTHER RIGHTS.

This Platform or any part thereof may also be protected by industrial designs or patents. DMS reserves all rights to the Platform not expressly granted. You agree not to engage in the use, copying, or distribution of any of the Platform other than expressly permitted.

13.4. FEEDBACK.

DMS is free to use, profit, disclose, publish, keep secret or otherwise exploit any comments, suggestions or other ideas to improve or otherwise modify the Platform or any other DMS product or service (“Feedback”), without compensation or attribution to the User or to any person behind this Feedback.

13.5. DOCUMENTATION.

DMS will, from time to time, provide the User with documentation, online or in any material form, describing the features, operation and use of the Platform (the “Documentation”). The User understands and agrees that he may reproduce and use the Documentation only as necessary to support his use of the Platform.

14. USER CONTENT

14.1. CONTENT OWNERSHIP.

You retain all ownership rights to any images, text, graphics, videos, photos, information or other materials (“Content”) uploaded to the Platform.

14.2. CONTENT LICENSE.

By submitting Content to the Platform, you grant DMS a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, sublicenseable, and transferable license to do anything with your Content that by any applicable law you would otherwise have the sole right to do, including the right to authorize anything in respect of such Content, including for both commercial and non-commercial purposes, subject to DMS's Personal Information Protection Policy.

14.3. RESPONSIBILITY FOR CONTENT.

You hereby acknowledge and agree that you are solely responsible for all Content that you submit to the Platform. Accordingly, you represent and warrant that (i) you either are the sole and exclusive owner of all Content submitted to the Platform, or you have all rights, licences, permission, consents and release necessary to grant DMS the rights in such Content, and (ii) neither the Content nor your posting, transmission or submission of your Content or DMS's use of your Content infringes or will infringe any third-party rights, including intellectual property rights and image rights, or any law or regulation, whether Canadian or foreign.

14.4. PERSONAL INFORMATION.

For information about how DMS could collect, use or disclose Personal Information, please review DMS's Personal Information Protection Policy.

14.5. THIRD-PARTY CONTENT.

Through the Platform, you may have the ability to use and/or access Content provided by third parties. DMS cannot guarantee that such third-party Content will be free of material you may find objectionable or otherwise. DMS disclaims any responsibility or liability related to your access or use of any third-party Content.

15. CONFIDENTIAL INFORMATION

15.1. DEFINITION.

For the purpose of this Section 15, "Confidential Information" means any material, non-public, business-related information (including any trade secret), whether written or oral, whether or not marked as confidential.

15.2. OBLIGATION OF CONFIDENTIALITY.

The User must keep confidential all Confidential Information that DMS has disclosed or made available to him, directly or indirectly, by any means of communication or observation.

15.3. LIMITED PURPOSES.

The User may only use Confidential Information for the purpose of using the Platform.

15.4. NON-DISCLOSURE.

The User may not disclose Confidential Information to a third party, except to the extent that such disclosure:

1. is allowed by these Terms of Service
2. has previously been signed by DMS in writing; or
3. is required by law.

15.5. NOTICE.

The User must notify DMS promptly and in a timely manner if the User is required by law to disclose any Confidential Information or is aware of any unauthorized disclosure of Confidential Information.

16. HYPERLINKS

The Platform may contain hyperlinks to external Internet sites that remove you from the Platform (the “External Sites”). You acknowledge and agree that DMS is not responsible for the availability of these External Sites, nor for the accuracy of the Content, products or services available on these External Sites. Hyperlinks to External Sites do not imply any endorsement or endorsement by DMS of such External Sites. You acknowledge that you assume all risks arising from your use of the External Sites. By using the Platform, you expressly release DMS from any liability arising from your use of any External Site.

17. DISCLAIMERS

The Platform is provided to you “as is”, without any warranties of any kind. To the fullest extent permissible under applicable law, DMS disclaims all such warranties, express or implied, including, warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, freedom from errors, suitability of content, or availability. DMS may update the Platform without prior notice to Users. While DMS does everything in its power to assure that the information presented on the Platform is complete and accurate, DMS cannot guarantee that such information is free from any errors, omissions or inaccuracies. DMS makes no warranty regarding the quality of any products, services or content purchased or obtained through the Platform.

18. LIMITATION OF LIABILITY

You acknowledge and agree that you assume the entire risk arising out of your access or use of the Platform, including licit and illicit uses. To the fullest extent permitted by applicable law, in no event shall DMS, its affiliates, directors, employees, agents, licensees, successors and assigns, be liable for any special, direct, indirect or consequential damages, or any other damages of any kind, including but not limited

to loss of use, loss of profits or loss of data, whether in an action in contract, tort, or otherwise, arising out of or in any way connected with the use of or inability to use the Platform, including any damages caused by or resulting from reliance by a User on any information obtained from the Platform, or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failure of performance.

19. INDEMNIFICATION

By using the Platform, you agree to defend, indemnify and hold harmless DMS, its subsidiaries and affiliated companies, and their officers, directors, employees, contractors and agents from and against all claims, causes of action, damages, obligations, losses, liabilities, costs or debt, and expenses (including attorneys' fees and costs) and all amounts paid in settlements arising from or relating to your use of the Platform, breach of this agreement or the agreements incorporated herein, or your violation of any third-party rights. DMS may assume the exclusive defense and control of any matter for which you have agreed to indemnify DMS and you agree to assist and cooperate with DMS in the defense or settlement of any such matters.

20. TERMINATION

20.1. TERMINATION BY DMS.

DMS may terminate or suspend your access to or ability to use the Platform immediately, without prior notice or liability, for any reason or no reason, including breach of these Terms of Service.

20.2. EFFECT OF TERMINATION.

Upon termination of your access to or ability to use the Platform, your right to use or access the Platform will immediately cease.

20.3. SURVIVAL OF PROVISIONS.

This agreement's provisions that by their nature should survive termination shall survive termination, including ownership and indemnification provisions, warranty disclaimers and limitations of liability. Termination of your access to and use of the Platform shall not relieve you of any obligations arising or accruing prior to the termination or limit any liability that you otherwise may have to DMS or any third party.

21. DISPUTES

21.1. CLAIM PROCEDURE.

For any dispute that you have with DMS arising out of or in connection with or relating to this agreement, you agree to first contact DMS and attempt to resolve the

dispute informally. If DMS has not been able to resolve the dispute with you informally, each party agrees to resolve any such dispute first by arbitration in accordance with the rules of the American Arbitration Association (“AAA”).

21.2. CLASS ACTIONS.

Unless in circumstances for which the applicable law prohibits restrictions on a party’s right to bring a class action, all claims must be brought in the parties’ individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding, and, unless the parties agree otherwise, the arbitrator may not consolidate more than one person’s claims.

21.3. INJUNCTIVE RELIEF.

Nothing in this section prevents either party from seeking provisional measures or safeguard orders, such as injunctive or other equitable relief, from the competent judicial court, before or during arbitration proceedings.

22. GOVERNING LAW

This agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without regard to its conflict of law rules. Your conduct may also be subject to other local, state and national laws.

23. GENERAL

23.1. ENTIRE AGREEMENT.

These Terms of Service and the Personal Information Protection Policy replace any prior agreement between you and DMS and constitutes the entire agreement between you and DMS.

23.2. ASSIGNMENT.

You cannot assign or transfer these Terms of Service and the Personal Information Protection Policy or any rights or obligations thereto.

23.3. WAIVER.

The negligence or delay by DMS to exercise a right, recourse, power or privilege in accordance with the Terms of Service does not constitute a waiver of such rights, recourses, powers or privileges. To be valid, a waiver must be made by writing and must be signed by DMS. A written waiver to a default cannot be interpreted as constituting a waiver to any other default or default of the same nature which may occur in the future.

23.4. INVALIDITY OR UNENFORCEABILITY.

In the event that one or many provisions of the Terms of Service or the Personal Information Protection Policy is declared invalid or unenforceable or inapplicable by a court of competent jurisdiction, such invalidity or inapplicability will not affect the validity or applicability of the other provisions of these Terms of Service or the Personal Information Protection Policy; these Terms of Service or the Personal Information Protection Policy will then be interpreted as if the invalid or inapplicable provision had never formed part of these Terms of Service or the Personal Information Protection Policy.

24. CONTACT US

DMS appreciates your comments, questions and feedback, which may be sent to support@revealcellcam.com .