

HATCHWAYS TERMS OF USE

- **Introduction**

Welcome to Hatchways! By using the Website (as defined below), you are entering into an agreement with Hatch Your Way Inc. (“**Hatchways**”, “**us**”, “**we**”, “**our**”, together with you, the “**Parties**” and each of you or us, a “**Party**”), under which you will be bound by the following terms of use and any documents and additional terms they expressly incorporate by reference (as updated from time to time, the “**Terms of Use**”).

These Terms of Use govern your use of: (1) our website located at www.hatchways.io (the “**Website**”); (2) any text, pictures, media, data, information and other materials or content contained on or provided through the Website (collectively, the “**Content**”); and (3) any additional services that we may offer through the Website, including coding assessment and feedback services (together, the “**Hatchways Offerings**”). The term “**you**” refers to the person or entity browsing, accessing or otherwise using the Hatchways Offerings (“**use**” or “**using**” in these Terms of Use will mean any of the foregoing).

By agreeing to these Terms of Use, you represent and warrant that you have reached the age of majority in your jurisdiction, you have the capacity to enter into binding obligations, you will use the Hatchways Offerings in accordance with these Terms of Use and all information you supply to us is true, accurate, current and complete. If you do not agree to be bound by these Terms of Use, you must cease to access or use the Hatchways Offerings.

Please note that these Terms of Use apply to all users of the Hatchways Offerings.

- **Changes to the Terms of Use and the Hatchways Offerings**

- Except where prohibited by applicable law, we reserve the right, in our sole discretion, to change these Terms of Use at any time by posting a new version to the Website. Any and all such modifications are effective immediately upon posting and apply to all access to and continued use of the Hatchways Offerings. It is your obligation to monitor the Website for any such changes and for reviewing such changes. Your continued access to or use of the Hatchways Offerings after any changes to these Terms of Use indicates your acceptance of such changes.
- We reserve the right to change, suspend or terminate the Hatchways Offerings at any time, without notice, including: (i) for scheduled maintenance; (ii) if you violate any provision of these Terms of Use; or (iii) to address any emergency security concerns. We will not be liable if, for any reason, all or any part of the Hatchways Offerings is restricted to users or unavailable at any time or for any period.

- **Registration and Account Information**

- To access or make use of the Hatchways Offerings, you may be required

to register for a user account using the Website, and select email and password login credentials (the “**User ID**”).

- If you select a User ID, you will keep your User ID secure and will not share, transfer or otherwise provide access to your User ID to another person.
- You agree to provide accurate, current and complete information for your User ID and keep all such registration information updated. If we believe or suspect that your information is not true, accurate, current or complete, we may suspend or terminate your account.
- You agree not to register for more than one account or register for an account on behalf of an individual other than yourself without such individual’s authorization.
- We reserve the right to disable any User ID issued to you at any time in our sole discretion. If we disable access to a User ID issued to you, you may be prevented from accessing the Hatchways Offerings (or any portion thereof).
- We are entitled to act on instructions received through your account. We are not responsible for any actions taken by any other party using your User ID. You are solely responsible for any and all use of your User ID and all activities that occur under or in connection with your User ID.

- **Privacy**

Registration and profile information and other information about identifiable individuals (“**Personal Information**”) we collect is subject to the terms of our current privacy policy, available at <https://www.hatchways.io/privacy-policy.pdf> (“**Privacy Policy**”).

- **Electronic Communications**

- When you use or view the Hatchways Offerings or send emails, texts or other electronic messages to us, you are communicating with us electronically and you consent to receive communications from us electronically. We will communicate with you by email, by text message, by posting notices on the Website or by other electronic communication methods. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.
- If you elect to receive text messages from Hatchways, data and message rates may apply. Any and all such charges, fees or costs are your sole responsibility.

- By creating an account to access the Hatchways Offerings, you acknowledge and agree that we will send you service-related emails relating to your account and the services we provide. Your consent to receive communications and do business electronically, and our agreement to do so, applies to all of your interactions and transactions with us. You may withdraw your consent to receive communications electronically by contacting us in the manner set out in Section 13.1 of these Terms of Use. The withdrawal of your consent will not affect the legal validity and enforceability of any obligations or any electronic communications provided or business transacted between us prior to the time you withdraw your consent. Please keep us informed of any changes in your email or mailing address so that you continue to receive all communications without interruption.
- If you are a member of our mailing list you will also receive email communications from us regarding our products, services and initiatives. If you do not wish to receive these communications, you can unsubscribe from such promotional emails at any time by replying to one of such emails using the subject line “UNSUBSCRIBE”.
- By using the Hatchways Offerings, you acknowledge and agree that Hatchways will be transmitting certain of your Personal Information electronically.

- **Your Responsibilities**

When using the Hatchways Offerings, you agree that you will: (1) use reasonable efforts to prevent unauthorized access to or use of the Hatchways Offerings; (2) monitor and control all activity conducted through your account in connection with the Hatchways Offerings; (3) promptly notify us if you become aware of or reasonably suspect any illegal or unauthorized activity or a security breach involving your account, including any loss, theft, or unauthorized disclosure or use of your User ID or account; and (4) comply with all applicable laws and regulations, including all intellectual property, data, privacy and export control laws.

You also agree that when using the Hatchways Offerings, you will not: (1) disable, overly burden, impair, or otherwise interfere with our servers or networks; (2) attempt to gain unauthorized access to any component of the Hatchways Offerings; (3) use any data mining, robots or similar data gathering or extraction methods, or copy, modify, reverse engineer, reverse assemble, disassemble, or decompile the Website or any part thereof, or otherwise attempt to discover any source code; (4) use the Hatchways Offerings in connection with building a similar or competitive product or service; (5) advertise to, or solicit, any user to buy or sell any third party products or services, or use any information obtained from the Hatchways Offerings in order to contact, advertise to, solicit, or sell to any user without their prior express consent; (6) publish, market, advertise or in any way distribute the Content, or copy or store any significant portion of the Content other than for your own personal use; (7) use the Hatchways Offerings to stalk, harass or harm another individual; or (8) upload or otherwise communicate through your

use of the Hatchways Offerings any data, information, content or other materials that: (i) contain any computer viruses, worms, malicious code, or any software intended to damage or alter a computer system or data; (ii) you do not have the lawful right to upload or otherwise communicate; (iii) is false, intentionally misleading, or impersonates any other person; (iv) is bullying, harassing, abusive, or otherwise offensive, or that contains pornography, nudity, or graphic or gratuitous violence, or that promotes violence, racism, discrimination, bigotry, hatred, or physical harm of any kind against any group or individual; (v) infringes, violates or otherwise misappropriates the intellectual property or other rights of any third party; or (vi) encourages any conduct that may violate any applicable laws or would give rise to civil or criminal liability. You will not authorize or encourage any third party to perform any of the prohibited actions above.

- **Ownership of the Hatchways Offerings**

- We own all rights (including intellectual property rights), title and interest in and to: (i) the Hatchways Offerings; (ii) all other materials provided by us in connection with the Hatchways Offerings, and any updates, adaptation, translation, customization or derivative works of such materials; and (iii) any data or information that we generate in connection with your access to or use of the Hatchways Offerings that does not contain any Personal Information, including all adaptations, translations, modifications, enhancements and derivative works of such data or information.
- The Hatchways Offerings and all materials provided by us under these Terms of Use are made available or licensed and not “sold” to you. Any rights not expressly granted under these Terms of Use are reserved by us.

- **Ownership of Feedback**

You agree that any suggestion or idea provided by you (such suggestions or ideas, “**Feedback**”) will not be treated as confidential, and nothing in these Terms of Use will restrict our right to use, profit from, disclose, publish or otherwise exploit any Feedback, without compensation to you. You grant to us a worldwide, royalty-free, fully paid, perpetual, irrevocable license to use, reproduce, modify, translate, distribute, perform, display, import, sell, offer for sale, make, have made and otherwise exploit the Feedback in any form, media, or technology, whether now known or later developed, and to allow others to do the same. This is true whether you provide the Feedback on the Website or through any other method of communication with us, unless we have entered into a separate agreement with you that provides otherwise.

- **Communications Not Confidential; Malicious Code and Security**

We do not guarantee the confidentiality of any communications made by or to you through the Hatchways Offerings. We do not guarantee the security of data transmitted over the Internet or public networks in connection with your use of the Hatchways Offerings. The downloading and viewing of Content is done at your own risk. We do not guarantee or warrant that the Website is compatible with your computer system or that the Website, or any links from the Website, will be

free of viruses, worms, trojan horses or disabling devices or other code that manifests contaminating or destructive properties.

- **Warrant and Disclaimers**

WE DO NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OR RECEIPT OF THE HATCHWAYS OFFERINGS AND DO NOT GUARANTEE THAT YOU WILL BE ABLE TO OBTAIN PAID EMPLOYMENT AS A RESULT OF RECEIPT OF THE HATCHWAYS OFFERINGS. THE HATCHWAYS OFFERINGS ARE MADE AVAILABLE ON AN “AS IS”, “WHERE IS”, AND “AS AVAILABLE” BASIS, WITH ALL FAULTS AND WITHOUT ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND. WE DISCLAIM ALL EXPRESS, IMPLIED, COLLATERAL OR STATUTORY WARRANTIES, REPRESENTATIONS OR CONDITIONS, WHETHER WRITTEN OR ORAL, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, SECURITY, RELIABILITY, COMPLETENESS, QUIET ENJOYMENT, ACCURACY, CURRENCY, TIMELINESS, QUALITY, INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE HATCHWAYS OFFERINGS WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE.

YOU ACKNOWLEDGE AND AGREE THAT THE HATCHWAYS OFFERINGS CONTAIN INFORMATION, DATA, DOCUMENTS, PAGES, AND IMAGES, CONTENT AND OTHER MATERIALS MADE AVAILABLE BY THIRD PARTIES (SUCH CONTENT, “**THIRD PARTY CONTENT**”). WE ARE NOT RESPONSIBLE FOR SUCH THIRD PARTY CONTENT. YOU AGREE THAT YOU ARE RESPONSIBLE FOR EXERCISING CARE AND DILIGENCE IN REVIEWING AND RELYING ON SUCH THIRD PARTY CONTENT.

- **Limitations of Liability**

- IN NO EVENT WILL OUR TOTAL AGGREGATE LIABILITY IN CONNECTION WITH OR UNDER THESE TERMS OF USE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR GROSS NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNT OF FEES PAID BY YOU TO US. FOR GREATER CERTAINTY, THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THESE TERMS OF USE WILL NOT INCREASE THIS MAXIMUM LIABILITY AMOUNT.
- TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE TO CUSTOMER FOR ANY: (I) SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; (II) LOST SAVINGS, PROFIT, DATA, USE, OR GOODWILL; (III) BUSINESS INTERRUPTION; (IV) COSTS FOR THE PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES; (V) PERSONAL INJURY OR DEATH; OR (VI) PROPERTY DAMAGE ARISING OUT OF OR IN

ANY WAY CONNECTED TO THESE TERMS OF USE, REGARDLESS OF CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR GROSS NEGLIGENCE) OR OTHERWISE, AND EVEN IF NOTIFIED IN ADVANCE OF THE POSSIBILITIES OF SUCH DAMAGES.

- **Indemnity**

You agree to defend and indemnify Hatchways, its affiliates, successors, assignees and their respective directors, officers, shareholders, employees and agents (the “**Hatchways Parties**”) from and against all losses, costs, damages, expenses, fines, fees, penalties, interest and liabilities (including reasonable legal fees and court costs) (“**Claims**”), which may be suffered or incurred by the Hatchways Parties from or relating to: (1) your use of the Hatchways Offerings contrary to these Terms of Use or any other related documentation or guidelines made available by us; and (2) any data, information, documents or other material that you make available to us, including as a result of your failure to obtain all necessary consents or permissions (including in respect of Personal Information) necessary for us to make the Hatchways Offerings available to you.

In the event of any Claims, we will use good faith efforts to promptly notify you of such Claims and provide you with reasonable assistance. We will have the right to participate in the defense of any Claim with legal counsel of our own choosing. In addition, you will not enter into any settlement of any such Claim without our prior written consent, including if our rights would be impaired.

- **General**

- **Notice**

Notices sent to either Party will be effective when delivered in person or by email, one day after being sent by overnight courier, or five days after being sent by first class mail postage prepaid to the official contact designated by the Party to whom a notice is being given. Notices must be in writing and sent: (i) if to you, to the email address you have provided to us on your user account; and (ii) if to Hatchways, to the following address:

Jaclyn Ling
2605-199 Richmond Street West
Toronto, ON M5V 0H4

Email: jaclyn@hatchways.io

Either Party may change its contact information by giving written notice thereof to the other Party.

- **Assignment**

You will not assign these Terms of Use to any third party without our prior written consent. We

may assign these Terms of Use or any rights under these Terms of Use to any third party without your consent. Any assignment in violation of this Section will be void. These Terms of Use will inure to the benefit of and be binding upon the Parties, their permitted successors, and permitted assignees.

- **Choice of Law**

These Terms of Use and any action related thereto will be governed by and construed in accordance with the substantive laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflicts of law principles. The Parties will initiate any lawsuits in connection with these Terms of Use in Toronto, Ontario, and irrevocably attorn to the exclusive personal jurisdiction and venue of the courts sitting therein. The U.N. Convention on Contracts for the International Sale of Goods will not apply to these Terms of Use.

- **Force Majeure**

Neither Party will be liable for delays caused by any event or circumstances beyond the Party's reasonable control, including acts of God, acts of government, flood, fire, earthquakes, epidemics, pandemics, civil unrest, acts of terror, explosions, severe weather conditions, strikes, or other labour problems.

- **Construction**

Except as otherwise provided in these Terms of Use, the Parties' rights and remedies under these Terms of Use are cumulative. The terms "include" and "including" mean, respectively, "include without limitation" and "including without limitation." The headings of sections of these Terms of Use are for reference purposes only and have no substantive effect. The terms "consent" or "discretion", when used in respect of a Party in these Terms of Use means the right of the Party to withhold such consent or exercise such discretion, as applicable, arbitrarily and without any implied obligation to act reasonably or explain its decision.

- **Severability and Waiver**

Any provision of these Terms of Use found by a tribunal or court of competent jurisdiction to be illegal or unenforceable will automatically be severed from these Terms of Use and all other provisions of these Terms of Use will remain in full force and effect. A waiver of any provision of these Terms of Use must be in writing and a waiver in one instance will not preclude enforcement of such provision on other occasions.

- **Subcontracting**

We may delegate or subcontract all or any part of the Hatchways Offerings to any third parties under these Terms of Use without your prior consent.

- **Independent Contractors**

Our relationship to you is that of an independent contractor, and neither Party is an agent or

partner of the other. Neither Party will have, and will not represent to any third party that it has, any authority to act on behalf of the other Party.

- **Entire Agreement and Amendments**

These Terms of Use constitutes the entire agreement between the Parties with respect to the subject matter of these Terms of Use and supersede all prior or contemporaneous agreements, representations or other communications, whether written or oral. No amendment, supplement, modification, waiver or termination of these Terms of Use will be binding unless executed in writing by the Party or Parties to be bound thereby.

- **Term and Termination**

The term of these Terms of Use will commence on the date you: (1) accepted these Terms of Use; or (2) first access or use the Hatchways Offerings, and will continue until terminated by either Party in accordance with these Terms of Use. We may terminate these Terms of Use for convenience, at any time, by providing written notice to you.

- **Survival**

Rights and obligations which have accrued or arisen under these Terms of Use will survive the expiration or termination of these Terms of Use without prejudice. All provisions of these Terms of Use which by their nature should survive in order to give effect to the Terms of Use, shall survive termination or expiration, including ownership, confidentiality covenants, warranties, indemnities and limitations of liability.

- **Language**

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