

HATCHWAYS TERMS OF USE

1. 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) the Hatchways self-paced program intended to provide education and training services to individuals seeking employment (the “**Self-Paced Program**”); (3) any text, pictures, media, data, information and other materials or content contained on or provided through the Website or the Self-Paced Program (collectively, the “**Content**”); and (4) 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 while these Terms of Use apply to all users of the Hatchways Offerings, Section 14 applies specifically to users who have subscribed to the Self-Paced Program (“**Self-Paced Program Subscribers**”).

2. Changes to the Terms of Use and the Hatchways Offerings

- (1) 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.
- (2) 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.

3. Registration and Account Information

- (1) 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**”).

- (2) 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.
- (3) 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.
- (4) 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.
- (5) 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).
- (6) 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.

4. 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**”).

5. Electronic Communications

- (1) 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.
- (2) 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.
- (3) 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.

- (4) 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”.
- (5) By using the Hatchways Offerings, you acknowledge and agree that Hatchways will be transmitting certain of your Personal Information electronically.

6. 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.

7. Ownership of the Hatchways Offerings

- (1) 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.

- (2) 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.

8. 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.

9. 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.

10. 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.

11. Limitations of Liability

- (1) 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.
- (2) 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.

12. 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.

13. General

13.1 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:

Jaelyn Ling
180 Dundas St. West, 25th Floor
Toronto, ON M5G 1Z8

Email: jaelyn@hatchways.io

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

13.2 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.

13.3 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.

13.4 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.

13.5 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.

13.6 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.

13.7 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.

13.8 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.

13.9 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.

13.10 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.

13.11 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.

13.12 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.

14. Specific Provisions for Self-Paced Program Subscribers

14.1 Introduction and the Self-Paced Program

The Self-Paced Program offered by Hatchways is a subscription-based program designed to permit Self-Paced Program Subscribers to complete a solo project at their own pace, with the assistance of an assigned Hatchways project lead (the “Project Lead”), and receive interview preparation support and job search assistance.

If you are a Self-Paced Program Subscriber, this Section 14 will apply you.

14.2 Fees; Renewal; Cancellation

- (1) Subject to Section 14.2(2) of these Terms of Use, you will pay to us the applicable fees for the Self-Paced Program as set out on the Website (the “Fees”) on a weekly basis. Unless otherwise noted by us, all Fees are identified in US dollars if you reside in the United States and in Canadian dollars if you reside in Canada. All Fees are non-refundable. The Fees set out on the Website do not include applicable sales, use, gross receipts, value-added, GST or HST, personal property or other taxes. You will be responsible for and pay all applicable taxes, duties, tariffs, assessments, export and import fees or similar charges (including interest and penalties imposed thereon) on the Fees contemplated in connection with the Self-Paced Program, other than taxes based on our net income or profits.
- (2) You will have a period of seven days from the date of your project planning meeting (the “**Program Start Date**”, and such period, the “**Free Trial Period**”), for which you will not be required to pay any Fees. If you cancel your subscription before the end of the Free Trial Period in accordance with Section 14.2(4) of these Terms of Use, your credit card will not be charged. Otherwise, upon completion of the Free Trial Period, your subscription to the Self-Paced Program will automatically renew. YOU MUST CANCEL YOUR SUBSCRIPTION PRIOR TO THE END OF THE FREE TRIAL PERIOD TO AVOID CHARGES TO YOUR CREDIT CARD.
- (3) Your payment to the Payment Processor (as defined below) will automatically renew at the end of each week after the Free Trial Period, until you cancel your subscription in accordance with Section 14.2(4) of these Terms of Use or we terminate your subscription in accordance with Section 14.2(5) of these Terms of Use. The cancellation will take effect the day after the last day of the then-current week, and you will no longer have access to the Self-Paced Program as of such date.
- (4) You may cancel your subscription to the Self-Paced Program at any time. To cancel your subscription, you must either: (a) email your Project Lead at their email address provided to you after the Program Start Date; or (b) email us at jaclyn@hatchways.io; in either case, at least three calendar days before the end of the then-current billing cycle, indicating that you are cancelling such subscription.
- (5) We reserve the right to cancel your subscription to the Self-Paced Program at any time. If we cancel your subscription, we will provide you notice of such cancellation in accordance with Section 13.1 of these Terms of Use.

14.3 Billing

- (1) To pay the Fees, you will need to provide a third-party payment processor (the “**Payment Processor**”) with the information necessary to process such payment, including your shipping address and the billing information requested on the Payment Processor’s platform. The processing of such payments will be subject to the terms, conditions and privacy policies of the Payment Processor in addition to these Terms of Use. We are not responsible for any error by, or other acts or omissions of, the Payment Processor. You may pay for the Self-Paced Program via credit card. By submitting your payment information to the Payment Processor, you authorize the Payment Processor to charge the applicable payment method at their convenience but within thirty (30) days of credit card authorization. You represent and warrant that you will not use any credit card or other form of payment unless you have all necessary authorization to do so. We reserve the right to correct any errors or mistakes that the Payment Processor makes even if it has already requested or received payment.
- (2) The terms of your payment will be based on your chosen payment provider and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen payment method. If we, through the Payment Processor, do not receive payment from you, you agree to pay all amounts due on your billing account upon demand.
- (3) You must provide current, complete and accurate information for your billing account and update all information promptly as necessary (such as a change in billing address, credit card number, or credit card expiration date). You must promptly notify the Payment Processor if your payment method is canceled (e.g., for loss or theft) or if you become aware of a potential breach of security, such as the unauthorized disclosure or use of your User ID. Changes to such information can be made in your account settings. If you fail to provide any of the foregoing information, you agree that we may continue charging you for any use of the Self-Paced Program under your billing account unless you have cancelled your subscription to the Self-Paced Program in accordance with Section 14.2(4) of these Terms of Use.
- (4) If the amount to be charged to your billing account varies from the amount you preauthorized (other than due to the imposition or change in the amount of applicable sales taxes), you have the right to receive, and we will provide, notice of the amount to be charged and the date of the charge before the scheduled date of the transaction. Any agreement you have with your payment provider will govern your use of your payment method of choice. You agree that we may accumulate charges incurred and submit them as one or more aggregate charges during or at the end of each billing cycle.

14.4 Confidential Information

The Parties may provide to one another information that is marked confidential or ought reasonably in the circumstances surrounding its disclosure to be viewed as confidential (“**Confidential Information**”). Confidential Information will not include information which: (1) is or becomes a part of the public domain through no act or omission of the other Party; (2) was in the other Party’s lawful possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the disclosing Party; (3) is lawfully disclosed to the other Party by a third party without restriction on disclosure; or (4) is independently developed by the other Party. During the Term and at all times thereafter, each Party agrees that it will not: (i) disclose the Confidential Information of the other Party, except to its own personnel having a “need to know” and that have entered into written agreements no less protective than these Terms of Use; and (ii) use the Confidential Information of the other Party except

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to exercise its rights or perform its obligations under these Terms of Use. Notwithstanding the foregoing, Confidential Information may be disclosed by a court order or in connection with a judicial or arbitration process, provided that the Party required to disclose such Confidential Information first gives the other Party reasonable notice of such order or process, if permitted by law, and co-operates in efforts to obtain a protective order.