

## Usecurious LTD TERMS OF SERVICE

Usecurious.com (the “Site“) and the corresponding mobile application (the “App“) are an online prize draw promotion service which is free to enter. The Site and the App are owned and operated by Hoopoe Technologies, a Canadian company with registered in Ontario, Canada number 270779184 and with its registered address at 2860 Devon road. N6E0A5

### 1. ACCEPTANCE OF TERMS

1. Usecurious provides its prize draw promotion service (the “Service“) to you, subject to these Terms of Service (“Terms of Service”), the Official Rules and our Privacy Policy, and any other documents referred to therein. The Official Rules and the Privacy Policy are incorporated into these Terms of Service by reference and form part of these Terms of Service.

2. By accessing or using the Site, the App and/or the Service, you confirm that you agree to be bound by these Terms of Service.

3. These Terms of Service may be updated from time to time by Usecurious. All changes will be posted on the Site. You can review the most current version of the Terms of Service at any time and the Official Rules on the Site. Your continued use of the Service, the App or the Site after any such changes have been made constitutes your acceptance of the new Terms of Service.

4. If you do not agree to comply with these or any future Terms of Service, do not use or access (or continue to use or access) the Service, the App or the Site.

### 2. THE SERVICE

1. The Service is a web-based prize draw promotion which is free to enter. One prize draw promotion (each a “Prize Draw“) is held per day where users have the opportunity to win:

1. a cash prize of at least £100 or \$100, (a “Jackpot”); or
2. multiple cash prizes worth up to an aggregate amount of £100 or \$100, (each

a “Main Prize” or together “Main Prizes”); or

3. where users are unsuccessful in winning either a Jackpot or a Main Prize, other cash prizes, if made available to users by Usecurious (each a “Secondary Prize” or together “Secondary Prizes”); together the “Prizes” and each individually a “Prize”.

2. The Prizes which will be available to win on any given day will be notified to users via the App or Site, prior to entering the Prize Draw. It is not guaranteed that a Jackpot, Main Prizes and Secondary Prize will be made available each day and there may be some days where only a Jackpot or Main Prizes are made available to win. Users will be able to play for Secondary Prizes where such Secondary Prizes are made available by Usecurious to Users.

3. In order to enter a Prize Draw, users (each a “User”) must register for an account with Usecurious, either through our App. Upon entering a Prize Draw in accordance with the Official Rules, the User’s details will be entered into a database along with the other Users who have entered that Prize Draw, from which:

1. one User in respect of a Jackpot; or

2. a fluctuating number of Users in respect of Main Prizes; and

3. a fluctuating number of users in respect of the Secondary Prizes;

are chosen automatically and randomly at 09:30:00am Universal Time Coordinated (“UTC”) the following day during weekdays, during weekends the time shall be 02:30:00pm UTC the following day, depending upon the Prizes made available to win on the day of the Prize Draw concerned. The Users chosen automatically in clauses 2.3.1, 2.3.2 and 2.3.3 together shall each be a “Winner”.

1. Each Winner is entitled to receive a Prize, as applicable depending upon whether the Winner concerned has won a Jackpot, a Main Prize or a Secondary Prize (subject to the Official Rules). Except where prohibited, each Prize Winner consents to appearing in any media (including on Usecurious’s Winner’s Wall referred to in Clause 12 of the Official Rules, on social media and any Usecurious owned website (including the App)).

2. Users must not enter any Prize Draw more than once and must not register for more than one account with Usecurious. Each entry is valid for one Prize Draw only and you may enter only one Prize Draw per day. An entry into a Prize Draw shall entitle a User to play for the Jackpot and/or Main Prizes as applicable and, if unsuccessful, a Secondary Prize as applicable depending upon the availability of Prizes as notified to Users before choosing to enter a Prize Draw.

3. Unless explicitly stated otherwise, any new feature that is added to the current Service shall be subject to the Terms of Service.

#### Referral Bonuses

1. For Users based in the United Kingdom and United States only, you may be eligible for a referral bonus on each occasion you refer another person to the Usecurious Service. Upon registering to use the Service with us, you will be given a unique identification code (a "Unique Code") to pass on to other individuals for use when they register for the Service, which entitles both you and them to five additional entries for twenty days (a "Referral Bonus").

2. You may only accumulate up to 500 additional Referral entries over a period of 20 days

#### 1. FEES

1. We do not charge you to use the Service. Usecurious is completely free of charge, save for your smartphone or computer operating costs (including any network charges), for which you are solely responsible. In order to enter the Prize Draw through our App on any particular day you may need to answer a question..

#### 2. REGISTRATION

1. In order to enter a Prize Draw you must have a valid Usecurious account. To obtain a Usecurious account you must register with Usecurious by providing a valid email address, your full name, date of birth and other information ("Registration Data") as required by the Service registration process on the App. As part of that registration process you will choose a password for your account.

2. You are responsible for maintaining the confidentiality of your password and account, and are fully responsible for all activities that occur under your account. Each account must be used individually by one person only and is not transferable. You agree to:

1. use your account individually and not share it with others; and
2. immediately notify Usecurious in writing of any unauthorised use of your password or account or any other breach of security.

3. You agree:

1. to provide true, accurate, up-to-date and complete information about yourself as prompted by the Service registration form;

2. to maintain and update the Registration Data to ensure that it remains true, accurate, up to date and complete;

3. that we may use location data to verify your location; and

4. not to register for more than one account with Usecurious.

4. You can modify data that you have entered into the Service at any time before you have won a prize by accessing your account and going to “Settings”.

5. Usecurious cannot and will not be liable for any loss or damage arising from your failure to comply with this clause 4.

### 3. PRIVACY POLICY

1. Registration Data and certain other information about you are subject to our Privacy Policy, the terms of which are incorporated into these Terms of Service by reference. By using this Site or signing up to the Service you accept the terms of these Terms of Service, and you also indicate that you understand and consent to the information collection, use, and disclosure practices described in our Privacy Policy.

#### 4. THIRD-PARTY CONTENT AND LINKS TO THIRD-PARTY WEB SITES

1. The Site may contain third-party owned content and links to other websites ("Linked Sites"). Usecurious does not endorse, sponsor, recommend, or otherwise accept responsibility for any Linked Sites. In addition, Linked Sites are not under the control of Usecurious, and Usecurious is not responsible for the content or privacy practices of the Linked Sites, including, without limitation, links contained on Linked Sites or any changes or updates to Linked Sites. Usecurious may provide third party content and Linked Sites to you only as a convenience, and the inclusion of such third party content and Linked Sites is not an endorsement by Usecurious in favour of any third party. You further acknowledge and agree that Usecurious shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such user content, goods or services available on or through any such site or resource.

2. Usecurious respects the Intellectual Property Rights (as defined in clause 10.1) of others, and we ask our Users to do the same. Usecurious has no responsibility for content on other websites that you may find or access when using the Service. Material available on or through other websites may be protected by copyright and the intellectual property laws of any country. The terms of use of those websites, and not the Terms of Service of Usecurious, govern your use of that material.

#### 5. ADVERTISERS

1. Your correspondence or business dealings with, or participation in promotions of advertisers found on or through the Service, including payment for and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that Usecurious shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

2. You understand and agree that the Service will include advertisements and that these advertisements are necessary for Usecurious to provide the Service. You also understand and agree that you will not obscure any advertisements from general view via HTML/CSS or any other means. By using the Service, you agree that Usecurious has the right to run such advertisements and without recompense to you or any other user. The manner, mode and extent of advertising by Usecurious are subject to change at any time at Usecurious 's discretion.

## 6. TERMINATION

1. You can cancel your account and your use of the Service at any time. After cancellation, you will no longer have access to your account and all information contained therein may be deleted by Usecurious. Usecurious accepts no liability for such deletion of information or content.

2. You agree that if you win, you will only be able to make your account dormant, and Usecurious will be entitled to store your information and be able, where legal, to continue to use your details on the Winners' Wall referred to in Clause 12 of the Official Rules.

3. You agree that Usecurious may terminate your account if Usecurious has reason to believe that you have breached or acted inconsistently with the Terms of Service. Following such a termination, Usecurious reserves the right not to pay to you any Prizes won but unpaid and may also terminate any contracts, verbal or written or assumed, in conjunction with your deleted account.

4. Usecurious reserves the right in its sole discretion at any time to modify or discontinue, temporarily or permanently, the Service (or any part thereof). Notice of any such modification or discontinuance shall be posted on the Site wherever possible. You agree that Usecurious shall not be liable to you or to any third party for any modification or discontinuance of the Service.

## 7. RESALE OF SERVICE

1. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express prior written consent of Usecurious.

## 8. INTELLECTUAL PROPERTY RIGHTS

1. You acknowledge and agree that all Intellectual Property Rights in the Service, the Site, any necessary software used in connection with the Service (“Software”), and all content (including text, videos, images or other materials) contained within the Site and the Service (“Content”) belong to Usecurious and its licensors and that, except for the limited licence rights granted to you under clause 10.2, Usecurious and its licensors expressly reserve all Intellectual Property Rights in and to the Service, the Site, the Content and the Software. The term “Intellectual Property Rights” means copyright, trade marks, patents, service marks, trade names, rights in know-how, database rights, design rights and other intellectual property rights or equivalent forms of protection, of whatever nature arising anywhere in the world, whether registered or unregistered and including applications for the grant of such rights.

2. Subject to clauses 10.3 and 10.4 and your compliance with these Terms of Service, Usecurious grants you a limited, personal, non-transferable, non-sublicensable, worldwide and non-exclusive licence to use the Site, the Service, the Content and the Software, in each case for your own personal, non-commercial use, in accordance with these Terms of Service and any other written or other instructions of Usecurious (including any instructions or parameters set down by Usecurious within or as part of the Site or the Service).

3. Your licence to use the Software is restricted to use of the object code of the Software, and it is a condition of such licence that, except to the extent expressly permitted under applicable law, you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. Additionally, you understand that you may have to agree to additional terms and conditions before you use such Software or any third party Content.

4. Without prejudice to clause 10.1, you agree:

1. not to access the Site, the Service or the Content by any means other than through the interfaces that are provided by Usecurious for use in accessing the Service; or

2. except as expressly authorised by Usecurious or relevant third parties (including third party advertisers), not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

## 9. INDEMNITY

1. You agree to indemnify and hold Usecurious and its subsidiaries and affiliates, and its and their officers, directors, agents, co-branders or other partners, and employees, harmless from any losses, damages, cost, expense (including reasonable legal fees) or other liability, arising out of any claim, demand, allegation or proceeding brought by any third party due to or arising out of your use of the Service, your connection to the Service, your breach of the Terms of Service, or your violation of any rights of another person or entity.

## 10. GENERAL PRACTICES REGARDING USE AND STORAGE

You acknowledge that Usecurious may establish general practices and limits concerning storage of data on the Service and may modify such practices and limits from time to time without notice to you. You acknowledge that Usecurious reserves the right to delete accounts that are inactive for a period of more than 12 months.

## 13. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

1. You understand and agree that the Site, the Service and the Content are provided “as is” and that you use the Site, the Service and the Content at your own risk. You understand that Prizes are awarded randomly and that Usecurious does not guarantee that you will win a Prize. To the fullest extent permitted by

applicable law, Usecurious expressly disclaims all warranties of any kind, whether express or implied, including but not limited to any implied warranties of merchantability, fitness for a particular purpose and non-infringement. In particular and without limitation to the foregoing, Usecurious does not assume any responsibility for whether or not you win a Prize; the timeliness, deletion, mis-delivery or non-delivery of information by any means; failure to store any User communications or personalisation settings; restriction or loss of access; any bugs or other errors; Usecurious use due to your sharing of access to the Service; or any malfunction and/or inadequacy of the internet connection or the computer you are using. In addition, Usecurious does not warrant that the Service or any part of it will be uninterrupted or error-free. However, this clause is subject to clause 13.3 below.

2. Without prejudice to clause 13.1 but subject to clause 13.3, you expressly agree that Usecurious shall not be liable for any:

1. loss of profit;
2. loss of goodwill;
3. loss of use;
4. loss of opportunity;
5. loss of data;
6. loss of anticipated savings;

(in each case whether direct or indirect), nor

3. for any indirect, incidental, special, consequential or exemplary damages (even if Usecurious has been advised of the possibility of such damages), resulting from any matter relating to the Site, the Service or the Content.

1. Usecurious does not restrict its liability for fraud, death or personal injury caused by its negligence, nor any other liability which Usecurious is not permitted to restrict or exclude as a matter of applicable law.

2. In the event that you have a dispute with another User relating to, arising from, or in any way connected with use of the Site or the Service, you release Usecurious from all claims, demands and damages of any kind or nature arising

out of or in any way connected with such dispute.

### 3. GENERAL INFORMATION

1. Applicable legislation and jurisdiction. The Terms of Service and the relationship between you and Usecurious shall be governed by the laws of England without regard to any conflict of law provisions of any jurisdiction. You and Usecurious agree to submit to the exclusive jurisdiction of the English courts, except that Usecurious may seek injunctive relief in any jurisdiction in order to enforce its rights under these Terms of Service.

2. Third party rights. No person other than you shall have any rights under these Terms of Service in relation to your access and/or use of the Site, the Service and/or the Content other than you and Usecurious, provided that Usecurious's third party licensors may take action against you to enforce their Intellectual Property Rights or other rights.

3. Waiver and severability of terms. The failure of Usecurious to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. If any provision of the Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Service remain in full force and effect.

4. Entire agreement. You agree that these Terms of Service (incorporating the Official Rules and the Privacy Policy in accordance with clause 1.1 above) represent the entire understanding between you and Usecurious in respect of your relationship with Usecurious as a User. These Terms of Service supersede any previous agreements between you and Usecurious including any previous version of these Terms of Service.

### 4. CONTACTING US

1. Please contact us for any questions you might have or report any breaches of

the Terms of Service to [info@Usecurious.com](mailto:info@Usecurious.com)

2. Usecurious may contact you and send you notices, including those relative to changes in these Terms of Service, by email or by posting announcements on the website.

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT IMPROVE YOUR CHANCES OF WINNING.** Open to legal residents of the United Kingdom and United States, 18 and older. Void where prohibited. Daily drawing held at 09:30:00 UTC on weekdays (Monday - Friday) and 02:30:00pm UTC on weekends (Saturday and Sunday). Odds of winning depend on number of entries received. Approximate retail value of daily prize is \$100 or £100. You may enter through the Usecurious App.

There is no monetary requirement to play with Usecurious. Usecurious does not target or encourage audiences under the age of 18 into gambling. For advice on responsible gambling visit [gambleaware.co.uk](http://gambleaware.co.uk).