

Terms of Service

The following terms and conditions (“Terms”) govern all use of the yoink.xyz website and all content, services, and products available (taken together, our “Services”). Our Services are offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, our Privacy Policy) and procedures that may be published from time to time by Northspring Technologies Inc. (collectively, the “Agreement”). You agree that we may automatically upgrade our Services, and these Terms will apply to any upgrades.

These Terms are a contract between our Customer and Northspring Technologies Inc., a Canadian Federal Corporation, the provider of the Service (which we refer to in these Terms as “Yoink”, “we” or “us”). Our “Customer” is either (i) the initial individual subscriber for the Service who invites other individuals to join the initial subscriber’s group to use the Service, where that group of individuals is not part of the same business or organization, or (ii) a business or organization, where an individual initiates a subscription for the Service on behalf of that business or organization, providing a Slack OAuth 2.0 authorization using the Slack Workspace of such business or organization. When we refer to “you” in these Terms, we are referring to the Customer.

The individual who initiates a subscription for a Customer is considered the “Administrator” for the Customer. The Administrator and other individual(s) using the Service under a Customer’s subscription are referred to in these Terms as a “User” or “Users.” The initial Administrator represents and warrants to us, on behalf of the Customer, that such Administrator has the authority to bind the Customer to these Terms. By using the Service, the Customer acknowledges and agrees that it shall be legally bound by these Terms. The Administrator shall ensure that all Users are notified of these Terms. If the Customer does not agree to be bound to these Terms as a legal contract, the Customer must terminate its subscription and ensure that its Users cease use of the Service.

Please read this Agreement carefully before accessing or using our Services. By accessing or using any part of our Services, you agree to become bound by the Terms of this Agreement. If you do not agree to all the Terms of this Agreement, then you may not access or use any of our Services.

Our Services are not directed to children. Access to and use of our Services is only for those over the age of 16. If you are younger than this, you may not register for or use our Services. Any person who registers as a user or provides their personal information to our Services represents that they are 16 years of age or older. We do not knowingly collect personal information from minors and, if we learn that we have inadvertently obtained information in violation of applicable laws prohibiting collection of information from minors, we will promptly delete it.

Third Party Service Providers

Yoink utilizes various skilled third-parties (“Service Providers”) to provide technical or other services relating to all or part of our fulfillment of the Service, and you hereby agree that such involvement by these Service Providers is acceptable. Please see our Privacy Policy to understand the extent to which any third-party may have access to Customer Data.

Modifications

We retain the right, in our sole discretion, to modify the Service at any time, with or without notice, including modifications that may affect the previous mode of operation of the Service or an integration with a Third Party Service. We also reserve the right to change the Customer Information we require from you to maintain your subscription or utilize certain features of the Service.

We may terminate your access to all or any part of our Services at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement, you may simply discontinue using our Services. All provisions of this Agreement which by their nature should

survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Ownership of the Service

Subject to Customer's ownership of Customer Data (defined below), Yoink and its licensors exclusively own all right, title and interest in and to the Service, including all images, text and other content provided or made available to you by Yoink within, or in conjunction with, the Service, and all associated intellectual property rights therein. You acknowledge that the Service is protected by copyright, trademark, and other laws of Canada and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Service. Yoink hereby grants to you a nontransferable, nonexclusive license right to access and use the Service, and to permit your Users to access and use the Service, in accordance with these Terms, during the term of your subscription. Except for this license, Yoink retains all rights, title and interests in the Service.

Warranty

Our Services are provided "as is", without warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that our Services will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, our Services at your own discretion and risk.

Indemnification

You agree to indemnify and hold harmless Northspring Technologies Inc. and their respective directors, officers, employees, and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of our Services, including but not limited to your violation of

this Agreement.

Miscellaneous

This Agreement constitutes the entire agreement between Northspring Technologies Inc. and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of Northspring Technologies Inc., or by the posting by Northspring Technologies Inc. of a revised version.

If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; Northspring Technologies Inc. may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

Please note that "Slack" is a trademark of Slack Technologies, Inc. and or their respective affiliates in the U.S. and other countries, and other trademarks and service marks referenced herein are the trademarks of their respective owners. Yoink does not endorse any of these services, and neither Slack nor any other services mentioned in these Terms should be interpreted as an endorsement or recommendation of any Northspring Technologies Inc. services, and no assumption of any endorsement should be taken from Yoink's integration with or use of any of those services.