

ZILLYWIN USER AGREEMENT

Effective Date: August 8, 2017

ZillyWin Inc. (hereinafter referred to as "**ZillyWin**", "**we**", "**us**", or "**our**") is a corporation incorporated pursuant to the laws of Ontario.

This Agreement sets forth the binding terms and conditions for your use of the Services provided by ZillyWin. Please read these terms & conditions of use (the "**Agreement**") carefully before using the Services.

1. Acceptance of Terms

By accessing or using our Site, you agree to be bound by this Agreement. Services are offered subject to acceptance of all the terms and conditions contained in this Agreement and all other operating rules, policies, and procedures that may be published on the Site by ZillyWin from time to time.

ZillyWin reserves the right, at its sole discretion, to change, suspend or discontinue the Service (including, but not limited to, the Site or any feature thereof) at any time for any reason. ZillyWin may also impose limits on certain features and services or restrict access to parts or all of the Services without notice or liability.

2. Modification

We reserve the right to modify this Agreement at any time, and without prior notice, by posting an amended Agreement that is always accessible on our website. You should review the effective date for each Agreement.

We reserve the right at any time and from time to time to modify or discontinue the Services with or without notice at any time. We may update the Site from time to time with new versions, bug fixes or updates.

3. Description of Services

We provide a web-based service (the "**Service**") that assists event holders ("**Raffle Manager**") in the management of raffle, promotion or fundraising event ("**Raffle**") through use of our mobile application software that automatically notifies and contacts a participant ("**Ticket Holder**") that they have purchased a winning raffle ticket ("**Ticket**"). The Services are available and accessible via our website, our mobile application and other associated software and services (collectively, the "**Site**").

ZillyWin does not organize, sponsor, endorse, promote, operate, administer, control or manage any Raffle listed on the Site. Raffles on the Site are organized, sponsored, endorsed, promoted, operated, administered, controlled and managed by Raffle Managers. ZillyWin will not be held responsible for the content added, nor actions of Raffle Managers, Ticket Holders, or other users of the Services. You understand that all Raffle postings are the sole responsibility of the Raffle Manager. We do not and cannot assure the accuracy, truth or quality of the listings on the Site.

Each Raffle Manger represents and warrants that it has obtained all necessary rights and permissions to organize the Raffle. It is the responsibility of each Raffle Manger and Ticket Purchaser that activities on the Site comply with all applicable laws relating to raffles, including, but not limited to, any laws relating to the sale, purchase, facilitation, or promotion of raffle tickets on the internet.

ZillyWin has no control over and does not guarantee the existence, quality, safety or legality of the Tickets, the truth or accuracy of Raffle Manager's content, the ability of Raffle Manager to provide, deliver or offer prizes related to the raffle, the Ticket Holder is holding the winning ticket or the information contained on the Site concerning raffle dates, drawing/pot size, winning ticket number(s) etc. is official. The Ticket Holder should check and verify with the Raffle Manager at the Raffle drawing location or on the organization's official website. The Raffle Manager should confirm with Ticket Holder that they have the winning ticket. Any information contained on this site is for informational purposes only and should not be used or considered as official.

You acknowledge ZillyWin is not responsible or liable for the failure of any Raffle Manager or Ticket Holder (or any third-party) to comply with the rules, terms, conditions, policies, and applicable laws, rules, or regulations governing any Raffle.

4. License for Access and Use of Site

ZillyWin grants registered users a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and make personal use of the Site, but not to download (other than where explicitly allowed), or modify it, or any portion of it, including images, text, or other elements, except with express written consent of ZillyWin. This license does not include any resale or commercial use of the Site, the Services or their respective contents, any collection and use of any raffle listings, descriptions, or prices, any derivative use of this Site, the Services or their contents; any downloading or copying of account information, or any use of data mining, robots, screen-scraping, or similar data gathering and extraction tools.

The Site or any portion thereof may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent from ZillyWin.

5. Prohibition

As a condition to use the Site, you shall not:

- Use the Services to run a promotion and manipulate Ticket Holders into entering your Raffle without the intention of giving out a prize;
- Use email addresses collected by ZillyWin maliciously or violate the CAN-SPAM Act;
- Use the Services for any illegal or unauthorized purposes;
- post, email, upload, transmit or otherwise make available any information, materials or other content that is illegal, abusive, harmful, threatening, harassing, obscene, defamatory, offensive, invades another's privacy, or promotes bigotry, racism, hatred or harm against any individual or group;
- impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;

- collect, upload, phish, post, email, transmit or otherwise make available credit card information or other forms of financial data used for collecting payments;
- reverse engineer, decompile or disassemble any of the software used to provide the Services or the Site;
- reproduce, duplicate or copy or exploit any other portion of the Site, without the express written permission of ZillyWin; or
- interfere with or disrupt the Site, or any servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Site.

6. Account

In order to use the Services and the Site, you must register an account. You must be able to enter into a legally binding agreement. If you are registering as a business entity, you represent you have the authority to bind such entity.

Information provided when opening an account must be complete, accurate and valid. If any information changes, you must promptly update the details of your account. We reserve the right to temporarily or permanently suspend accounts with incomplete, inaccurate or misleading information. You are solely responsible for maintaining the confidentiality of your account information and password. You are solely responsible for the activity relating to your account. Account information, including email addresses, is private and will not be given, sold, or shared with third parties.

7. Privacy and Communications

We reserve the right to send notifications of renewals, special offers, updates to our software and terms and conditions to the extent permitted by the CAN-SPAM Act and other relevant privacy law in Canada.

All communications between you and ZillyWin are confidential and subject to our Privacy Policy as prepared from time to time.

8. Links to Third Parties

The Site may provide, or third parties may provide, links to other websites and resources. We have no control over and do not monitor such sites and resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable for any content, advertising, or other material available on such sites. You further acknowledge and agree that We 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 the use of or reliance on any such content, goods or services available on or through any such site or resource.

9. Ownership of Intellectual Property

All title, including not limited to copyrights, in and to the Site and Services, and any copies thereof are owned by ZillyWin. All title and intellectual property rights in and to the content which may be accessed through the Site is the property of the respective content owner and may be protected by applicable intellectual property law.

ZILLYWIN and other trademarks displayed on the Site, unless otherwise indicated, are the exclusive property of ZillyWin.

10. Your Content

Some areas of the Site allow users to submit and publish content such as profile information, comments, questions, photographs illustrations and other content information ("Your Content") You retain ownership in Your Content. However, you grant ZillyWin and its affiliates a non-exclusive, royalty-free, license to use, distribute, transmit, reproduce, modify, adapt, create derivative works from, publicly perform and display your Content in connection with the Site and Services.

Before posting Your Content, you represent that you have all necessary permission to post such.

11. Termination

Without prejudice to any other rights, ZillyWin, may terminate this Agreement if you fail to comply with our terms and conditions. We may for any reason, in our sole discretion and without liability to you, refuse to accept a Raffle at any time without refund for any Service previously rendered. We may also cancel your account or Raffle if used in association with violations of this Agreement, in any illegal, inappropriate or objectional activity.

12. Limitation of Liability

IN NO EVENT WILL ZILLYWIN, OR ITS LICENSORS OR AFFILIATES, BE LABILE WITH RESPECT TO ANY SUBJECT MATTER IN THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE MEANS FOR: (I) ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, (II) LOSS OF PROFITS, GOODWILL, OR OTHER INTANGIBLE LOSSES (III) FOR INTERRUPTION OF USE OR LOSS OR CORRUPTION OF DATA, (IV) ANY OF YOUR CONTENT OR (VI) DAMAGES RELATING TO YOUR ACCESS TO, USE OF OR INABILITY TO ACCESS OR USE THE SITE OR SERVICES, VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING OUR SITE OR SERVICES OR THOSE OF ANY SITE, SERVICES, OR TOOLS LINKED TO OUR SITE OR SERVICES. AND ANY USER CONTENT OR CONTENT OF THIRD PARTIES OR THE MANNER WHICH TICKET WINNERS LISTED APPEAR ON THE SITE OR SERVICES. ZILLYWIN SHALL HAVE NO LIABILITY FOR ANY FAILURE OR DELAY DUE TO MATTERS BEYOND OUR REASONABLE CONTROL. THE FORGOING SHALL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

To the maximum extent permitted by applicable law, ZillyWin assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of the Site or Services, (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein, (iv) any interruption or cessation of transmission to or from the Service, (v) any bugs, viruses, trojan horses, or the like that may be transmitted to or through our service by any third party, (vi) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content

posted, emailed, transmitted, or otherwise made available through the service, and/or (vii) user content or the defamatory, offensive, or illegal conduct of any third party. In no event shall ZillyWin, its affiliates, agents, directors, employees, suppliers, or licensors be liable to you for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount you paid to ZillyWin.

13. Warranty Disclaimer

YOUR USE OF THE SERVICES OR THE SITE IS AT YOUR SOLE RISK. YOU UNDERSTAND AND AGREE THAT YOU ARE MAKING USE OF THE SITE AND SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS. ZILLYWIN MAKES NO WARRANTY WITH RESPECT TO ITS SOFTWARE, SERVICES, SITE, TICKETS, RAFFLES, ANY USER CONTENT, OR THAT RAFFLE MANAGERS OR TICKET HOLDERS WILL PERFORM AS PROMISED. ACCORDINGLY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

NOTHING IN THESE TERMS OF SERVICE IS INTENDED TO EXCLUDE OR LIMIT ANY CONDITION, WARRANTY, RIGHT OR LIABILITY WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY WILLFUL ACTS, NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THOSE LIABILITY AND OTHER LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION (IF ANY) WILL APPLY TO YOU AND OUR LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

14. Applicable Laws and Jurisdiction

Any claim, dispute or matter arising under or in connection with this Agreement shall be governed and construed according to the laws of Canada and the Province of Ontario as applicable.

15. Indemnification

You agree to indemnify us and hold our subsidiaries, affiliates, officers, directors, agents and other partners or employees, harmless from any claim or demand, including reasonable legal fees, made by any third-party due to or arising from your use of the Services or the Site, your violation of this Agreement, or your violation of the rights of any third parties. You are responsible for your actions when using the Site and the Services.

16. Notices.

Notices to you may be sent via either email or regular mail to ZillyWin's address. If you wish to contact ZillyWin or deliver any notice, you can do so as follows:

ZillyWin Inc.
14596 Heart Lake Road
Caledon, Ontario
L7C 2J7

17. No Waiver

No waiver of any term of this Agreement shall be deemed a further or continued waiver of such term of any other term, and ZillyWin's failure to assert any right or provision under this Agreements shall not constitute a waiver of such right or provision.

18. Relationship

No independent contractor, agency, partnership, joint venture, employer-employee or franchisor-franchisee relationship is intended or created by this Agreement.

19. Assignment

This Agreement and any rights or licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by ZillyWin in its sole discretion.

20. General

This Agreement constitute the entire agreement between you and ZillyWin concerning your access and use of the Site. If any provision of this Agreement is held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited or modified as necessary to eliminate its invalidity or unenforceability without in any way affecting the remaining portion of the Agreement.