

1.0 DEFINITIONS

“**Agreement**” means these General Terms, Conditions and Privacy Policy and the BGGGoPlan Inc. (BGGGoPlan) License Agreement - to which these General Terms, Conditions and Privacy Policy are attached.

“**Application**” means (a) the BGGGoPlan Application; and (b) any and all present and future updates, replacements, revisions, modifications and enhancements of the Application that BGGGoPlan may provide to Customer under this Agreement.

“**BGGGoPlan Inc.**” refers to the company.

“**Customer**” means the entity identified as the “Customer” in the BGGGoPlan License Agreement and this document entitled General Terms, Conditions and Privacy Policy.

“**Effective Date**” means the Effective Date indicated in the BGGGoPlan License Agreement to which these General Terms, Conditions and Privacy Policy are attached.

“**Response or Response.App**” refers to the application branding (the promotion of the BGGGoPlan product or company by means of advertising and distinctive design).

“**Service**” means professional services designed to facilitate the use of technology by enterprises and end users. Technology services provide specialized technology-oriented solutions by combining the processes and functions of software, hardware, networks, telecommunications and electronics.

1.1 YOUR USE OF A SERVICE

These terms, along with our Privacy Policy, apply to your use of any product and/or service offered by BGGGoPlan (the “Services”).

If you continue to use a Service, then you are deemed to accept the General Terms, Conditions and Privacy Policy and it forms a legally binding agreement between you and BGGGoPlan Inc. (BGGGoPlan). If you do not agree with General Terms, Conditions and Privacy Policy, or any applicable Agreement, then please do not use the Service.

1.2 ACCESSING SERVICES

You understand that before accessing a Service, it is your responsibility to take protective measures to guard against mobile device/computer viruses and other destructive elements, such as through the use of industry standard and updated virus scanning tools, and to ensure that you have a complete, current and secure back-up of information and software on your computer or other devices that you may use to access the Services.

BGGGoPlan is not responsible for any additional charges that you may incur for using a Service, such as data or other telecommunication or Internet or wireless service provider fees.

You expressly acknowledge and agree that BGGGoPlan provides the Services to you in reliance on these General Terms, Conditions and Privacy Policy.

2.0 GRANT OF LICENSE

2.1 General Grant

Subject to Customer's compliance with the General Terms, Conditions and Privacy Policy of this Agreement, BGGGoPlan hereby grants to Customer for the term of this Agreement, a non-exclusive, non-transferable, license to install and use the Application on its computers and mobile devices only for internal purposes and use throughout the Customer's enterprise in all of the Customer's offices, locations and premises, solely for the benefit of the Customer, and provided that all use of the Application is by employees or contractors of the Customer. The Application may be installed and used by concurrent end users, provided that all such end users are employees or contractors of the Customer. Customer shall be responsible and liable for all access to and use of the Application through the Customer's computers or mobile devices, whether or not such access and use is expressly authorized by the Customer.

2.2 Restrictions

Customer shall not sell, transfer, assign, sub-license or otherwise distribute the Application, or provide any third party with access to or use of the Application without, in each case, the prior written approval of BGGGoPlan and the acceptance by the third party of this Agreement. Except to the degree permitted by applicable law, Customer shall not or attempt to derive, disassemble, decompile or duplicate the source code relating to the Application, or reverse engineer or attempt to reverse engineer the design of or any of the processes embodied in the Application, or permit or assist others to do any of the foregoing. Customer shall not copy, reproduce, modify, alter or create derivative works of the Application, nor remove, obscure, or alter any intellectual property or other proprietary rights notices of BGGGoPlan Inc. or its licensors. Customer shall comply with, and shall not work around, any technical limitations in the Application that only allow Customer to use it in certain ways. Customer shall comply with all export laws and regulations that apply to the Application. BGGGoPlan and its licensors reserve all rights not expressly granted in this Agreement. Customer shall not use this Application in contravention of any applicable law, or in a manner that infringes or misappropriates a third party's intellectual property rights or any other proprietary rights.

2.3 Ownership of Application and Content

Customer acknowledges that the Application is licensed and not sold to Customer and remains the property of BGGGoPlan. Except for the right to use the Application in accordance with this Agreement, BGGGoPlan retains all right, title and interest in and to the Application, including but not limited to all intellectual property rights therein. All Customer content accessed through the Application remains the property of the Customer. All rights not expressly provided are hereby reserved.

2.4 Suspension

If BGGGoPlan believes, acting reasonably, that Customer is not complying with the terms of this Agreement or is otherwise acting in a manner which adversely affect the rights of BGGGoPlan with respect to the Application, BGGGoPlan shall have the right to suspend Customer's access to and use of the Application until such non-compliance or actions are discontinued and remedied.

3.0 CONFIDENTIALITY AND PRIVACY

3.1 Privacy

BGGGoPlan's collection, use and disclosure of personal information about the Customer shall be in accordance with BGGGoPlan's Privacy Policy. BGGGoPlan collects and stores information the Customer submits to the Application, as well as information about Customer's use of the Application. BGGGoPlan may use cookies and similar technology to collect information about Customer and use of the Application. BGGGoPlan uses this information to enable Customer's use of the Application, improve the Application and customize the Customer's experience in using the Application. BGGGoPlan shall disclose Customer's information only as part of aggregate data provided to BGGGoPlan's suppliers and contractors on the Application, or to affiliates or those acquiring all or substantially all of BGGGoPlan's assets or shares. BGGGoPlan may disclose any such Customer information to third parties if BGGGoPlan believes in good faith that such release is reasonably necessary to ensure adherence to or enforce this Agreement, satisfy any laws or regulations, respond to any allegation of illegal conduct or claimed violation of third party rights, or protect itself or others. Customer hereby consents, and shall cause end users to consent, to such collection, use and disclosure of information.

3.2 E-mail Communications

BGGGoPlan may provide the Customer with e-mail updates and correspondence in relation to the Application, including without limitation, product updates. The Customer hereby consents, and shall cause end users to consent, to the receipt of such e-mail communications.

3.3 Confidentiality

Customer acknowledges that the Application and its contents are confidential and the Customer shall have no right to use or disclose the same except as necessary to use the Application in accordance with this Agreement. Customer acknowledges that disclosure or use of such information contrary to this Agreement may cause irreparable harm to BGGGoPlan for which damages may not be an adequate remedy, and in addition to any other remedies that may be available at law, BGGGoPlan may apply for all available equitable relief, including injunctive relief.

4.0 FEES AND CHARGES

4.1 Fees

Customer shall pay to BGGGoPlan all fees and charges (the "License Fees") which are invoiced by BGGGoPlan, including all applicable Apple licensing fees, in accordance with the Apple Licensing requirements. BGGGoPlan will invoice the Customer for the License Fee, group text messaging fees, maintenance fees and the additional per end user device monthly fee, with such invoices being due upon receipt. All payments shall be made in the lawful currency of Canada.

4.2 Pricing Adjustments

BGGGoPlan shall not increase the prices in this agreement for a period of 12 months following the Deployment Date of the Mobile Application provided that BGGGoPlan is not losing money either directly or as a result of currency exchange or third-party service provider costs. At any time after the Deployment Date of the Mobile Application, BGGGoPlan shall be entitled to increase the prices specified in this contract,

but not more than once per calendar year. BGGGoPlan shall consult with the Customer in relation to the reasons for its intended price increase and deliver to the Customer at least two (2) months advance written notice of a proposed increase in price. If the prices of third-party service providers decrease by more than ten percent (10%), BGGGoPlan shall pass on those price decreases to the Customer.

4.3 Customization and Support

Except as set forth below, Customer acknowledges that unless otherwise specifically agreed to, customization and support for the Application is not provided as part of this Agreement. BGGGoPlan agrees to provide customization and/or support services for the Application on Customer's written request, subject to a separate written agreement for such customization and/or support being reached between the parties. Customer shall pay to BGGGoPlan all applicable customization and/or support fees in accordance with such separate written agreement.

5.0 TERMINATION

Customer may terminate this Agreement by giving **one hundred and twenty (120) days** written notice of termination to BGGGoPlan and by ceasing all use of the Application and related materials and deleting the Application from all of Customer's computers and mobile devices. No refund or other payment will be made by BGGGoPlan to Customer in the event of termination by the Customer. BGGGoPlan may terminate this Agreement at any time: (a) by providing ten (10) days prior written notice; or, (b) immediately by providing written notice if Customer breaches Sections 2 or 3 of this Agreement, or any other material provision of this Agreement. Upon termination, Customer shall immediately cease using the Application and delete the Application from all of Customer's computers and mobile devices. Sections 2.3, 3, 5, 6, 7 and 8 shall survive any termination of this Agreement.

6.0 DISCLAIMERS

6.1 Third Party Links and Content

The Application may contain content from third parties and contain links to third party web sites. Such third party links and content have been provided solely as a convenience for the Customer and does not and do not constitute an endorsement by BGGGoPlan of such content or third party sites, and BGGGoPlan shall have no responsibility or liability for such content or third party sites, including but not limited to any goods and/or services offered through such third party sites or any inaccuracy or omissions with respect to such content or third party sites.

6.2 Disclaimers

BGGGoPlan does not warrant or represent that the Application will operate on an uninterrupted, error-free basis, that defects will be corrected, or that the Application will meet Customer's requirements. THE APPLICATION IS PROVIDED "AS-IS" AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BGGGOPLAN HEREBY DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

7.0 LIMITATION OF LIABILITY

You expressly understand and agree that in no event will BGGGoPlan be responsible or liable to you or anyone else (jointly or severally) for any claim, loss or damage whatsoever, including without limitation any direct, indirect, incidental, exemplary, special, punitive or consequential damages or any damages for loss of profits, savings, revenue, goodwill, business interruption, loss of information or data or other intangible losses, arising from, or in any way connected with the Services or Content, including the performance, use of, access to, or the inability to use and access the same, regardless of whether BGGGoPlan had been advised of or could have foreseen the possibility of such claim, loss or damage.

The limitations of liability and disclaimers herein will apply regardless of the form of action, whether in contract, breach of warranty, civil liability, strict liability, tort (including negligence), or otherwise. Notwithstanding the foregoing, in no event will BGGGoPlan's aggregate liability to you exceed the greater of (1) the amount paid to BGGGoPlan by you for your use of the Content and Services in the one (1) months immediately preceding the event giving rise to such claim, or (2) \$10 CDN.

The Services and Content are provided to you through circumstances not under the control of BGGGoPlan. Without limiting the generality of the foregoing, BGGGoPlan will under no circumstances be held liable or responsible for any delay or failure in the performance of the Services and Content resulting directly or indirectly from acts of nature, or causes beyond its reasonable control, including without limitation, internet failures, computer equipment failures, telecommunication failures, other equipment failures, electrical power failures, satellite failures, strikes, labour disputes, riots, insurrections, civil disturbances, shortages of labour or materials, fires, floods, storms, explosions, acts of God, war, governmental actions and orders of domestic or foreign courts or tribunals.

The Services and Content may at any time be temporarily unavailable, inaccessible or inoperable for any reason from time to time, including periodic maintenance, repairs and disruptions as described above. While BGGGoPlan will make every reasonable effort to minimize such downtimes, BGGGoPlan cannot guarantee 100% availability of the Service and Contents. If you are dissatisfied with the Services and Content for any reason, your sole remedy is to cancel your Services in accordance with these Terms and Conditions.

You acknowledge and agree that third-parties who supply third-party content to you in Services and Content have no liability to you whatsoever in respect to their third-party content and you agree to waive, to the fullest extent permitted by law, any right you may have to bring a legal claim against such third-parties for your use of their content on the Services or Content.

7.1 INDEMNITY

You agree to indemnify, defend and hold harmless BGGGoPlan and each of its respective officers, directors, affiliates, business partners, employees, agents, licensors and all third parties mentioned on the Services and Content from and against any and all claims, actions, losses or demands, including without limitation reasonable legal and accounting fees, resulting from or related to: your breach of these Terms and Conditions or Agreement; your access and use of the Services and Content; your use or reliance on the Services and Content; your publication, communication, distribution or transmission

otherwise of the Services or Content; or your violation of any law or regulation. You will use your best efforts to cooperate with BGGGoPlan in the defense of any claim. BGGGoPlan reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you.

8.0 GENERAL

8.1 Notices

All notices required or permitted to be given under this Agreement, shall be in writing and deemed to be properly given upon the earlier of the date first actually received by the intended recipient party by: (a) delivery in person; (b) facsimile with confirmation; (c) registered mail, or (d) private, prepaid courier. All notices to be given under this Agreement shall be given as follows:

Attention: BGGGoPlan Inc.
B5 – 6020 2nd Street S.E.
Calgary, AB, Canada T2H 2L8

8.2 Governing Law; Jurisdiction

This Agreement and use of the Application shall be governed by the laws of the Province of Alberta and the laws of Canada applicable therein without regard to the conflict of laws provisions thereof. The parties hereby irrevocably submit and attorn to the exclusive jurisdiction of the courts of the Province of Alberta located in Calgary, Alberta and all courts competent to hear appeals therefrom and to any other court having jurisdiction solely to enforce a judgment of a Court of Alberta, with respect to any dispute or legal proceeding arising under this Agreement. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO OR CONNECTED WITH THIS AGREEMENT OR THE APPLICATION.

8.3 Severability

If any provision of this Agreement is found to be invalid or unenforceable, such provision shall be severed from this Agreement and the remaining provisions shall remain in full force and effect.

8.4 Entire Agreement

This Agreement, and all appendices, attachments, and schedules hereto, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, proposals, negotiations, representations or warranties of any kind whether oral or written. No oral or written representation that is not expressly contained in this Agreement, and all appendices, attachments, and schedules hereto, is binding on BGGGoPlan.

8.5 Assignment and Binding Effect

Customer shall not assign this Agreement, in whole or in part, without the prior, express written consent of BGGGoPlan. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors, heirs and permitted assigns.

8.6 Amendment and Waiver

A term or condition of this Agreement can be amended only by written consent of both parties. No failure or delay by any party in exercising any right or remedies under this Agreement shall be construed to operate as a waiver thereof nor shall any single or partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy.

8.7 CONTACT US

BGGGoPlan welcomes feedback. Any feedback, suggestions, ideas or other information that you provide to BGGGoPlan regarding the performance, features, functionality or other aspects of Services and Content (“Feedback”) will be owned by BGGGoPlan and may be used by BGGGoPlan without restriction and without compensation to you. You understand that under no circumstances will your Feedback be subject to an obligation of confidentiality by BGGGoPlan, that you are providing Feedback without an expectation of compensation, that the Feedback is wholly original to you and that you waive any and all rights that you may have in the Feedback in favour of BGGGoPlan.

9.0 PRIVACY POLICY:

As a provider of emergency response services, the collection and use of customer and personal information is fundamental to our business. BGGGoPlan abides by Ten Privacy Principles. These principles are based on privacy legislation.

1. **Accountability:** We have designated individuals who are responsible for monitoring our ongoing compliance with the Privacy Principles.
2. **Identifying purposes:** The purposes, for which Customer and personal information is collected, will be identified by us, or through our, or your, authorized representatives.
3. **Consent:** Consent is required for the collection, use and disclosure of Customer and personal information, subject to certain exceptions. Such exceptions are set out in the law and include where legal, emergency or security reasons make it impossible, or impractical, to seek consent. Your consent may be expressed in writing. It may also be given verbally, electronically, or through our, or your, authorized representatives. In certain circumstances, it may also be implied.
4. **Limiting collection:** The collection of Customer and personal information must be by fair and lawful means and be limited to that which is necessary for the purposes identified.
5. **Limiting use, disclosure and retention:** Customer and personal information may only be used or disclosed for the purposes for which it was collected, other purposes you consent to, or as required or permitted by law.
6. **Accuracy:** Any personal information that is collected, used or disclosed should be as accurate, complete and as up-to-date as is necessary for the purpose for which it is to be used.
7. **Safeguards:** Customer and personal information shall be protected by safeguards that are appropriate to the sensitivity of the information, in order to protect information from unwarranted intrusion, release or misuse.
8. **Openness:** Information about our privacy policies and practices for managing your information shall be made available to you.

9. Individual access: Upon written request, you will be informed of the existence, use and disclosure of your information and you will be given access to it, subject to certain exceptions, as permitted by law. You may also verify the accuracy and completeness of your information, and request that it be amended, if appropriate.
10. Inquiries and concerns: You may contact us if you have any inquiries or concerns about our privacy policies and practices.

This Privacy Policy explains which data BGGGoPlan collects and how we use such data when you use the Response App website (www.Response.app) and/or any of Response's online or mobile applications. By using the Services, you agree to BGGGoPlan's Privacy Policy and that we, may process, transfer and store your information in the Canada and the United States.

IF YOU DO NOT AGREE TO THIS POLICY, PLEASE DO NOT USE THE SERVICES. We reserve the right to modify this Privacy Policy at any time, so we encourage you to review it frequently. Your continued use of the Services signifies your acceptance of our Privacy Policy as modified. We regularly update our software applications (including our mobile and desktop applications) to make improvements, including improvements that better serve your privacy rights. To ensure that this Privacy Policy accurately reflects your use of the Services you will need to ensure that you are using the most recent release of the BGGGoPlan software applications.

9.1 The Information We Collect

Information You Provide

BGGGoPlan collects a variety of information that you provide directly to us, including any information that may be contained in documents, comments, or other submissions you upload or post to the Services. BGGGoPlan may collect information from you in the context of:

- Account registration and administration of your BGGGoPlan account;
- Uploads or posts to the Services;
- Customer support and technical assistance;
- Providing updates to you regarding your BGGGoPlan services;
- Obtaining BGGGoPlan device application software updates;
- Access to BGGGoPlan services or third party services;
- Services provided online, by way of your mobile device or the BGGGoPlan software; and
- Other uses of the Services where information is requested for use and/or participation.

The specific types of information collected will depend upon the Services you use, how you use them, and what you choose to provide and may include your full name, email address, phone number, product serial number, and mobile phone number. Our mobile services may request your Wi-Fi network name and access to your photos to enable you to upload photos and videos to your computer/mobile device or upload photos and videos to your BGGGoPlan service.

9.2 Information We Automatically Collect

When you use BGGGoPlan's Services that connect to the Internet, including, but not limited to, when you access the Services via BGGGoPlan applications (web, mobile, desktop software), your BGGGoPlan account, and our web sites, we may collect certain information as described below for such purposes as improvement of our products and software services, troubleshooting bugs, providing the Services, managing the Services, security and monitoring purposes, tracking and analyzing usage, providing content for referring traffic sources and improving overall performance of the Services. We may use third party analytics providers and technologies, including cookies and similar tools, to assist in collecting this information.

9.3 Websites

When you use our websites, we may collect and analyze information about your computer or mobile device such as your IP address, a mobile device identifier (e.g., a IDFA on Apple products like the iPhone and iPad or similar advertising identifiers), browser types, browser language, operating system, the state or country from which you accessed the Services, referring and exit pages and URLs, platform type, the number of clicks, domain names, landing pages, pages viewed and the order of those pages, the amount of time spent on particular pages, the date and time you used the Services and upload or post content, error logs, and other similar information. We monitor customer traffic patterns and site usage to help us develop the design and layout of the site, and to improve the content of our website to better match the interests of our website users.

9.4 Mobile Software Applications

When you use a BGGGoPlan mobile application we may automatically receive certain information about your mobile device and use of the application, including a mobile device identifier (e.g., a UDID or IDFA on Apple products like the iPhone and iPad or similar advertising identifiers), operating system, version, IP address and other similar information, such as time spent in different portions of the BGGGoPlan mobile application. We may also collect different types of information about your location, including general information (e.g., IP address, zip code) and more specific information (e.g., GPS-based functionality on mobile devices used to access the Services), as detailed further below.

9.5 Desktop Software Applications

Our desktop software, including but not limited to the Response.App Dashboard may automatically send data about usage of the service or the software when it connects to the Internet. This information will include information about your computer such as operating system, technical specifications, IP address, and data related to your use of the service or the BGGGoPlan software on the computer, e.g., number of downloads, screens visited, screen resolution selected, features used, and other similar information. We monitor customer software usage to help us develop the design and layout of the desktop software and to improve the content to better match the interests of our users.

9.6 Location Information

When you install our mobile applications, you will, if legally required, be asked to grant access to your mobile device's geolocation data. If you grant such permission, we may collect information about your precise geolocation information (i.e., your real-time geographic location), and may use that information to customize the Services with location-based information and features. If you access the Services through a mobile device and you do not want it to provide us with location-tracking information, you can disable the GPS or other location-tracking functions on your mobile device, provided your mobile device allows you to do this. See your device manufacturer's instructions for further details. We may also be able to collect location information through your use of a BGGGoPlan device. If so, we will ask you before this information is captured and you will be given the opportunity to turn it off.

9.7 Anonymous or De-Identified Data

We may collect data that is already in anonymized or de-identified form or we may manually anonymize and/or de-identify information collected by the Services or via other means so that the information does not identify you. Our use and disclosure of aggregated and/or de-identified information is not subject to any restrictions under this Privacy Policy, and we may disclose it to others without limitation for any purpose.

9.8 Uses of Information

BGGGoPlan may use the information it collects for various purposes, including but not limited to:

Service Improvement— As discussed throughout this Policy, we will use information to understand how users interact with our Services, provide tailored content, improve the overall BGGGoPlan customer and product experience, and perform research and analytics.

BGGGoPlan Personalization Services— Unless you opt out, we may combine automatically collected information (see Section 2 above) with identifiable information we have collected about you (including your BGGGoPlan device serial number and email address). By associating this data with you personally, we can further personalize and improve the Services for you, such as by providing personalized customer support (e.g., through the combination of your data, we have the ability to access your BGGGoPlan device logs to troubleshoot a technical issue you have experienced).

Service-Related Announcements- We will send you service-related announcements on rare occasions when it is necessary to do so. For instance, if our service is temporarily suspended for maintenance, we might send you an email, push notification, or an in application or web based communication. Generally, you may not opt out of these communications, which are not promotional in nature.

9.9 Sharing and Disclosure of Information

BGGGoPlan does NOT share, sell, rent or trade information (unless it has been anonymized or de-identified) with third parties and will only share information as outlined below or with your consent.

Customer Testimonials -At times, we may post customer testimonials and customer logos on our website. We will obtain your consent via email and/or opt-in methods prior to posting any testimonial.

Legal Compliance -We reserve the right to access and disclose your information when we believe in good faith that such disclosure is necessary to: (a) enforce legal rights and comply with the law; (b) comply with an order from a government entity or other competent authority, (c) prevent or address potential or actual injury or interference with our rights, property, operations, users or others who may be harmed or may suffer loss or damage; (d) protect our rights, prevent fraud and/or comply with judicial proceeding, court order, or legal process served on BGGGoPlan.

Law Enforcement- We may be required to disclose your information to government or law enforcement officials in BGGGoPlan to a lawful request by a public authority or if we have to do so to comply with a legal obligation, including to meet national security or law enforcement requirements. We can also disclose your information in order to apply or enforce our terms and conditions or to respond to any claims, to protect our rights or the rights of a third party, to protect the safety of any person or to prevent or prevent any illegal activity.

9.10 Changes in Our Privacy Policy

From time to time, our information practices may change. If we decide to change our Privacy Policy, we will post those changes to this Privacy Policy on our website or other places we deem appropriate so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it.

9.11 How we Protect Your Information

The security of your information is important to us. We have implemented reasonable administrative, technical, and physical security measures to protect against the unauthorized access, destruction or alteration of your information based on its sensitivity. Despite our best efforts, however, no security measures are completely impenetrable.