

BLUEHORSE REWARDS INC.

TERMS OF SERVICE

BlueHorse Program

The following terms and conditions (“**Terms**”) govern your access to and use of the mobile application (the “**Application**”) of BlueHorse Rewards Inc. (“**BlueHorse**” or “**we**” or “**us**”) and any related services (“**Services**”) **made** available by us on any media platform (as described below). The Application and Services are together called the “**Program**”. The Terms constitute a binding legal agreement between you, as a user of the Program, and BlueHorse. By downloading the Application, or accessing or using any part of the Program, you agree to be bound by this Agreement. If you do not agree with any of the Terms you should not download the Application or access or use any part of the Program.

License

You are granted a license by us to download and install one (1) copy of the Application and to access and use the Services, solely for your own personal and non-commercial use. You are not authorized to: (i) copy, modify or distribute the Application for any purpose; (ii) transfer, sublicense, lease, rent or otherwise distribute the Application or the Services to anyone else; (iii) reverse-engineer, decompile or create derivative works of the Application or the Services; (iv) use more than one account for each device; or (v) use the Program in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with the Terms. No other licenses or rights are granted to you by these Terms and you have no right title, interest or license to any intellectual property rights of BlueHorse Rewards.

Registration

In order to access certain features of the Services, you are required to open an account with us (an “**Account**”). To create an Account, you must be a Canadian resident who is at least 14 years of age. If you are under 18 years of age, then you are required to have your parents’ consent to your using the Services and redeeming rewards. To open an Account you will need to choose a username and a password.

Privacy

Our goal is to make the Program as effective for you as possible. In order to realize this goal, it is necessary to collect and process information from you when you use the Program. The information that we collect from you is set forth in more detail in our Privacy Policy [<http://www.bluehorse.com/privacy-policy>], which is part of the Terms. When you use the Program, Blue Horse has access to, and in many cases will monitor, your usage of the Program as you send and receive Content (as defined below). By accessing and using the Program, you agree that we may collect, use and disclose, certain information you provide during your access to or use of the Program, and in some cases information that is provided to the Program by other parties as detailed in the Privacy Policy. We may need to provide you with occasional service communications such as service announcements and administrative messages in conjunction with the use of the Program. These Communications are considered part of the Services and your Account, which you may not be able to opt-out from receiving. Communications will not include advertisements from Blue Horse or third parties.

Earning Rewards, Bonuses and Other Awards

You may earn Rewards in a several ways as detailed in the Application. You should check your account regularly to ensure that the rewards are being appropriately earned in your account. Rewards for attending a specific store location can only be earned by your physical presence at designated locations that are active at the time you have the Application in operation.

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We cannot be liable for a failure to award rewards during a walking-in experience due to a limited rewards allocation having previously been fully distributed to other Account holders. By participating in the rewards for walking-in program, you agree that Horse is under no obligation to notify you when an allocation of rewards for distribution under this program has reached a zero balance for any participating merchant, and rewards under this program will be distributed on a “first come, first served” basis.

You may not purchase, combine or transfer rewards with any other person, and any attempt to do so may result in disqualification from the Program and forfeiture of all rewards in your account. Bonus rewards may be earned in a variety of ways as specified by BlueHorse (collectively, “Bonuses”).

BlueHorse reserves the right to change, add or remove Bonuses, and the methods by which members can earn and redeem rewards or bonuses, or other awards, for any reason and without notice to you, in its sole discretion and at any time.

Please notify us if you believe that Rewards, Bonuses or other awards have not been appropriated credited to your Account with 15 days of the date on which you believe the error occurred. Due to the complex deal of verifying Rewards, Bonuses or other awards, Blue Horse cannot guarantee that it will be possible to exactly determine the Rewards that should have been credited to your Account. BlueHorse and its affiliates and business partners shall have no liability to account for or accrue Rewards, Bonuses or other awards to your account.

Buy and Collect Rewards

Our Program enables you to bank one or more of your credit or debit cards issued from certain card networks, stores or card issuers (a “Card”) with your Account using the Application, so you can be eligible to receive rewards when you use that Card at a participating merchant for certain qualifying purchases (“Card Awards”). If you choose to associate a Card with your Account, we will direct you to a secure site operated by the Card network or issuer on Blue Horse’s behalf where you will be required provide your Card information and agree, that certain transaction information from your associated Card can be shared with Blue Horse as well as other Card network or issuer-specific terms and conditions, as applicable. We will use the information provided by a Card network or issuer solely to enable your participation in our rewards Program by enabling redemption of offers from participating merchants, sharing return information with participating merchants to enable Blue Horse to validate offer eligibility, award rewards and provide aggregated and anonymized reporting to the applicable participating merchants, and for no other purpose. Blue Horse and each Card network or issuer will not be responsible for any errors or mistakes associated with that secure site and Blue Horse will not store your Card number. The Card network or issuer will register your Card on BlueHorse’s behalf and will provide a non-Card number identifier with BlueHorse that relates to your associated Card. Card networks and issuers’ only role in Our rewards Program is to provide data from your associated Card to enable your participation in Our rewards Program. Once you have associated a Card with the Program, you may remove the association at any time through the Application, however the Card network or issuer may still continue to deliver BlueHorse information about your returns at participating merchants for a limited period of time after the association has been removed to use solely for the above purposes. You may only associate a Card with your Account if you are a registered user of the Application who also has a verified phone number associated with your Account. Card Awards may not be used until a certain time period (for example, for returns associated with that participating merchant) has expired. Typically this is between 30 and 45 days, but it could be longer, as indicated in the Application. If you make a return, the transaction is invalidated, disputed, or does not settle for any reason, then some or all pending rewards will be removed from your Account, as determined at the sole discretion of BlueHorse. If you make a return for cash, store credit or credit to a different credit card, we will still need to take away some or all of your pending rewards accordingly. BlueHorse, the Card networks and issuers are not in any way liable for your use of the Card at a participating merchant, any issues you might

some or all of your pending rewards accordingly. BlueHorse, the Card networks and issuers are not in any way liable for your use of the Card at a participating merchant, any issues you might have with the participating merchant or the Card issuer, or any returns or attempted returns at the participating merchant. Unfortunately BlueHorse, the Card networks and issuers cannot be liable for any errors or omissions in awarding the rewards for a number of reasons, including that BlueHorse cannot control the accuracy of the information we may receive from a participating merchant.

Scan and Collect Rewards

BlueHorse from time to time announces to you the identity of participating products, as well as locations where those products might be available, via messages distributed through the Application. BlueHorse does not guarantee that advertised products will always be available for scanning at published locations, or that bar codes will always be accurate, and accordingly BlueHorse disclaims all responsibility for any failed scanning experiences or errors or mistakes occurring during a scanning attempt. Additionally, we cannot be liable for a failure to award rewards, including due to the inaccuracy of the information we may receive from participating product manufacturers or because of a limited rewards allocation having previously been fully distributed to other Account holders. By participating in the Our Rewards When You Scan program, you agree that BlueHorse is under no obligation to notify you when an allocation of rewards for distribution under this program has reached a zero balance for any given product, and rewards will be distributed on a “first come, first served” basis.

Purchase online and earn Rewards

The Application allows you to earn rewards from online purchases at participating merchant websites. By using BlueHorse’s online purchasing capability, in addition to our Terms you will be agreeing to terms and conditions of each applicable participating merchant, Card processor, Card network and/or Card issuer (collectively, “**online Processors**”). If you do not agree to all of the applicable online Processor terms and conditions, then you may not use our online capability.

Online purchasing transactions will be handled by the online Processors rather than BlueHorse. Under no circumstances will Blue Horse be responsible for the online Processor errors, omissions, negligence, reckless or intentional acts, privacy or publicity rights violations, and/or security breaches, including with respect to any notification obligations related thereto.

You hereby agree that your online purchasing transaction-related information may be shared between Blue Horse and the online Processors. However, we will only use such information in connection with our rewards Program.

Blue Horse does not receive accounts data relating to your online transactions and we will not be liable for errors or omissions in awarding, online-related rewards. Certain online transactions, or parts thereof, may not be eligible to receive rewards, including, but not limited to, clearance items, gift cards, tax, and/or shipping & handling fees. At Blue Horse’s sole discretion, entire online transactions may be determined to be ineligible for rewards, or only eligible for award of partial rewards credit.

Online awards may not be used until the time period for returns associated with that participating merchant has expired. Typically this is between 30 and 45 days, but it could be longer, as indicated in the Application. If you make a return, the transaction is invalidated, disputed, or does not settle for any reason, then some or all pending rewards will be debited from your Account, as determined at the sole discretion of Blue Horse. If you make a return for cash, store credit or credit to a different credit card, we will still need to take away some or all of your pending rewards accordingly.

Blue Horse shall not be responsible for any online shopping transactions that you make, or attempt to make, using the online capability of our Application. For any questions regarding, or issues with, any such transaction, please contact the participating merchant and/or your Card issuer directly.

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Redeeming Rewards, Bonuses and Other Awards

You may redeem rewards, Bonuses and other awards for various rewards (“**Rewards**”) listed in the Rewards section of the BlueHorse Application while supplies last and/or during the time periods specified. You can select any item still available for which you have accumulated sufficient rewards and Bonuses for redemption. To redeem, click the selected item and follow instructions provided to claim the Reward. You are responsible for maintaining the accuracy of your contact information in your Account. BlueHorse reserves the right to modify the rewards values of the Rewards and the identity of the Rewards at any time for any reason. BlueHorse is not the supplier of any Reward, and is not liable or responsible for its fulfillment or proper condition or value. Please contact the supplier of the Reward directly with any claims you may have.

Rewards can be used as soon as they are credited to your Account. Some Rewards may require additional time before they can be fulfilled. Rewards and Bonuses have no cash value and may only be redeemed for Rewards offered in this Program. Rewards and Bonuses earned are not your property and cannot be sold, transferred, or assigned. Rewards and Bonuses may be revoked at any time by BlueHorse at its discretion. All redemptions of rewards and Bonuses for Rewards are final. Refunds, exchanges and other issues regarding the redeemed item are governed by the Reward supplier’s terms and conditions applicable to the item, including any warranty, and are not the responsibility of BlueHorse. Restrictions may apply to certain Rewards. Terms and conditions of Rewards are disclosed on the Application. Merchants participating in BlueHorse are subject to change at any time. You are responsible for the payment of any applicable taxes that may result from Rewards received as part of the Program. Rewards pictured on the BlueHorse application may not necessarily reflect exact colors or models of actual Rewards due to model variations and/or manufacturer’s updates.

Change

The use of the Services and Applications is currently made available to users free of charge; however, while it is not currently intended, we reserve the right to charge a fee for using the Services at any time. If we begin charging a fee for your continued access to the Services, we will give you at least 15 days prior notice so you can opt out of the Services. If you choose to opt out of the Services, Blue Horse may forfeit any or all rewards, Bonuses and/or other awards in your Account after the prior notice period.

Content

You may post or upload text, graphics, images, and other content for display or publication through the Services (“**Content**”). You hereby grant BlueHorse a worldwide, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Content in connection with BlueHorse’s business, including without limitation for promoting and redistributing part or all of the Program in any media formats and through any media channels. If you publish images or other such content through the Services, they may be viewed by and shared with other users, for example, on social networks based on your settings.

We reserve the right to decide whether Content is appropriate and complies with the Terms, and may remove such Content and/or terminate your access for uploading material in violation of the Terms at any time without prior notice. We will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting publishing or otherwise making available Content or other materials that are believed to violate the Terms. You agree not to: (i) submit material that violates anyone else's proprietary rights, including privacy and publicity rights, or can be considered spam or junk mail; (ii) knowingly publish false or inaccurate information; (iii) submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; (iv) post advertisements. “pyramid

defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; (iv) post advertisements, "pyramid schemes," chain letters or other solicitations; or (v) impersonate another person. BlueHorse does not endorse any Content or any opinion, recommendation, or advice expressed therein, and we expressly disclaim any and all liability in connection with any Content.

It is BlueHorse's policy to terminate your access to the Services if you infringe the copyright rights of others upon receipt of proper notification to BlueHorse by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the Services in a way that constitutes copyright infringement, please provide us with the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of where the material that you claim is infringing is located on the Services; (iv) your address, telephone number, and email address; (v) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Contests

From time to time BlueHorse may offer contests that are governed by a separate set of rules ("**Rules**"). Before you enter one of such contests, you agree to read and comply with the applicable Rules.

Restrictions on Use

You may only use the Program for lawful purposes. You agree not to, and to not encourage or conspire with anyone else to, engage in any conduct that is inconsistent with the purposes, intent and spirit of the Program. You also agree to abide by all applicable provincial, federal and foreign laws and regulations in connection with your use of the Services. In addition, you agree not to do any of the following:

- (i) use the Services to collect or store personal data about other users without their express permission or send any unsolicited text messages or email or other communication, in connection with or related in any way to the Services or to BlueHorse;
- (ii) upload, post, email or otherwise transmit any viruses, trojan horses or other malware that may interfere or restrict limit the functionality of the Services, or interfere with the access of any user to the Services;
- (iii) circumvent, disable or otherwise interfere with security related features of the Services or features that prevent or restrict use or copying of any Content;
- (iii) use any meta tags or other hidden text or metadata utilizing a BlueHorse name, trade mark, URL or product name;
- (v) attempt to or actually access the Services by any means other than through the Application or other BlueHorse-provided platforms;
- (vi) attempt to reverse engineer, or otherwise attempt to determine the source code of any Application used to provide the Services;
- (vii) attempt to or acquire rewards, bonuses, other awards or any other type of awards other than in a manner consistent with the intended use of the Services;
- (viii) post any product review on a digital distribution platform for mobile devices which includes a referral or promo code for collecting or receiving awards

- (viii) post any product review on a digital distribution platform for mobile devices which includes a referral or promo code for collecting or receiving awards through the Services;
- (ix) inaccurately represent the value of a referral or promo code award to any individual; or encourage or instruct any other individual to do any of the foregoing.

BlueHorse expressly reserves the right to retroactively reverse any rewards or benefits granted to you for any such prohibited conduct, or based on any material violation of the Terms and you agree to provide your full cooperation and prompt repayment under such circumstances. BlueHorse shall determine, in its sole discretion, whether you have engaged in prohibited conduct and BlueHorse's determination shall be final and unreviewable, and you waive any and all rights you may have to challenge that decision.

Inactivity in your Account

WE MAY DEEM YOUR ACCOUNT INACTIVE IF YOU HAVE NOT ACTIVELY USED THE APPLICATION FOR [90] DAYS OR MORE. ONCE YOUR ACCOUNT IS DEEMED INACTIVE, ANY OR ALL REWARDS, BONUSES AND OTHER AWARDS WITHIN YOUR ACCOUNT MAY BE FORFEITED AT ANY TIME, WITHOUT NOTICE AND AT BLUEHORSE'S SOLE DISCRETION, AND BLUEHORSE MAY TERMINATE THE ACCOUNT. IF REWARDS ARE NOT USED OR REDEEMED WITHIN [180] DAYS AFTER THEY ARE AWARDED, YOU MAY BE SUBJECT TO A FORFEITURE OF ALL SUCH REWARDS, AT BLUEHORSE'S SOLE DISCRETION. UNLESS OTHERWISE INDICATED BY BLUEHORSE, BONUSES EXPIRE AUTOMATICALLY WITHIN [30] DAYS AFTER THEY ARE AWARDED, IF NOT USED OR REDEEMED.

Termination; Cancellation

You may terminate your Account at any time and for any reason by deleting your account via the Application or by sending BlueHorse an email notice with the subject line "Terminate my BlueHorse membership". By canceling your BlueHorse membership, the account registered to you will be terminated and may no longer be accessible, and all rewards, bonuses and other awards immediately forfeited. Any termination request will be handled within 30 days of receipt of such a request by BlueHorse. Any suspension, termination or cancellation will not affect your obligations to BlueHorse under the Terms (including but not limited to ownership, indemnification and limitation of liability), which by their sense and context are intended to survive such suspension, termination or cancellation.

We reserve the right to terminate your Account or suspend your access to the Services and remove any material (including any Content provided by you) from the Services or our servers, in the event that you breach the Terms or for other improper conduct, at our sole discretion and without prior notice to you. As a result of any such termination, we may disqualify you from future participation in our programs and services. We also reserve the right to terminate your Account or suspend your access to the Services at any time and for any reason, including but not limited to the need to conduct maintenance or if we discontinue any portion of the Services.

Upon termination, all licenses and other rights granted to you under the Terms will immediately cease, and you will forfeit all rewards, bonuses and other awards accrued. We will not be liable to you or any other person for termination of your Account or suspension of your access to the Services. Upon any termination or suspension, any information (including Content) that you have submitted to the Services may no longer be accessed by you. Furthermore, we will have no obligation to maintain any information stored in our database related to your Account or to forward any information to you or any other person.

Ownership of Intellectual Property

The Services and Application are protected by copyright, trademark, and other laws of the Canada and foreign countries. BlueHorse and its licensors exclusively own all right, title and

The Services and Application are protected by copyright, trademark, and other laws of the Canada and foreign countries. BlueHorse and its licensors exclusively own all right, title and interest in and to the Services and Application, including all associated intellectual property rights. You may not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or Application. You may not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services, except as expressly permitted in the Terms. Any feedback, comments and suggestions you may provide for improvements to the Services or Applications will be the sole and exclusive property of BlueHorse and you hereby irrevocably assign to BlueHorse all of your right, title, and interest in and to such feedback comments and suggestions.

Disclaimers

Your use of the Program is at your sole discretion and risk. We will not be responsible for any harm to your computer or mobile device, loss of data, personal injury, property damage, or other harm that results from your use of the Services and/or Application. BlueHorse does not make any warranties: (i) regarding the security, accuracy, reliability, timeliness and performance of the Services; or (ii) that the Services and/or Applications will be error-free or that any errors will be corrected. BlueHorse will not be liable, and you are solely responsible, for any access or usage charges charged by your wireless carrier related to any device that you use to access or use the Application or Services.

We are not responsible for (i) incorrect or inaccurate transcription of information, (ii) problems related to any of the equipment or software associated with the Services or Application or used by you, (iii) human error outside our reasonable control, (iv) any interruption, deletion, omission, degradation, defect, or line failure of any telephone network or electronic transmission, or (v) problems relating to inability to access an Application or the Services.

We disclaim all liability for any technical failures or errors of, on, or connected to the Services and/or Application, including but not limited to Push Messages sent erroneously due to technical failures or errors. We will use reasonable efforts to correct any such failures swiftly upon discovering them or being informed about them. If you think you have received messages in error or experienced other technical failures, please contact us immediately.

THE SERVICES AND APPLICATION, AND ALL MATERIALS, INFORMATION, PRODUCTS AND SERVICES INCLUDED THEREIN, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE SERVICES AND APPLICATIONS, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, COURSE OF DEALING OR COURSE OF PERFORMANCE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BLUEHORSE, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you.

Indemnity

You agree to defend, indemnify, and hold BlueHorse, its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation reasonable legal fees arising out of or in any way connected with (i) your access to or use of the Application or Services; (ii) your violation of any of the Terms, or (iii) your violation of any third party right, including without limitation any intellectual property right, or publicity, confidentiality, property or privacy right.

(iii) your violation of any third party right, including without limitation any intellectual property right, or publicity, confidentiality, property or privacy right.

Limitation of Liability

IN NO EVENT WILL BLUEHORSE, ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES AND/OR APPLICATION, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT BLUEHORSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL BLUEHORSE'S CUMULATIVE LIABILITY TO YOU, FOR ALL CLAIMS REGARDLESS OF TYPE, EXCEED ONE HUNDRED DOLLARS (\$100).

In addition, from time to time, various entities may sponsor reward points, offers and other rewards as part of a Service. YOU HEREBY WAIVE AND DISCLAIM ANY AND ALL LIABILITY CLAIMS AGAINST SUCH SPONSORS RELATING IN ANY WAY TO YOUR USE OF THE SERVICES OR ANY SUCH REWARDS.

Exclusions

General

The Terms shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Any dispute arising from or relating to this Agreement will be finally settled by arbitration in Toronto, Ontario in accordance with the provisions of the *Arbitration Act, 1991* (Ontario) then in effect. Judgment may be entered in any court having jurisdiction. Notwithstanding the foregoing, we have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator.

If any provision of the Terms is deemed invalid by a court of competent jurisdiction, such invalid provision will be severed and the remaining provisions will remain in full force and effect. No waiver of any provision of the Terms shall be deemed a further or continuing waiver of such term or any other term, and BlueHorse's failure to assert any right or provision under the Terms shall not constitute a waiver of such right or provision.

We reserve the right, in our sole discretion, to modify, discontinue or terminate any or all of the Program at any time, or modify the Terms without notice; updates will be posted on the Blue Horse website. All modified terms and conditions will be immediately effective as of the date the modified Terms are posted on the BlueHorse website and will apply to all Accounts and Members enrolled in the Program. If any modified terms and conditions are not acceptable to you, your sole remedy is to cease using the Services, and if applicable, terminate or cancel your Account. By continuing to access or use the Application and/or the Services after we have posted the new terms and conditions on the site, you agree to be bound by such changes. Members will be notified by email or in the Application or through other available means if the Program is suspended or cancelled. Notice of cancellation will also appear on the BlueHorse website.

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