

End User Agreement

1. YOUR ACCEPTANCE OF THIS AGREEMENT

This is an Agreement between you and A Milestone Group ("Milestone"). It governs your use of the Milestone website and the services available through its websites, www.amilestonegroup.com, www.milestoneyearbooks.com, www.picabooyearboks.com, www.vidigami.com, www.theyearbookfiles.com (the "Milestone Services"). By registering for and by using the Milestone Services, you acknowledge and signify that you have read, understood and agreed to this Agreement. If you do not accept and agree to each provision of this Agreement, please do not use the Milestone Services.

If you are under the legal age of majority in your jurisdiction, your parent or legal guardian must read and accept this Agreement for your benefit and approve your use of the Milestone Services. If you are a parent or guardian accepting this Agreement for the benefit of your child, you are fully responsible and liable (legally and financially) for your child's use of the Milestone Services and compliance with this Agreement.

2. CHANGES TO THIS AGREEMENT

Milestone may, in its sole discretion, change, supplement or amend this Agreement as it relates to your future use of the Milestone Services from time to time, for any reason. If Milestone revises the Agreement, Milestone will inform you of the changes and ask for your acceptance of the changes. If you do not accept the changes, Milestone will suspend or terminate your use of the Milestone Services.

3. ACCOUNT PASSWORDS

You may use the Milestone Services only by use of a unique user name and password. The use of an account password does not restrict access by Milestone to the password-protected materials. For security reasons, you must keep your user name and password confidential and not disclose them to any person or permit any other person to use them. Also, passwords must be non-obvious, hard-to-guess, confidential and changed on a regular basis, and you must log-out at the end of each session.

You are solely responsible for any use and misuse of your user name and password and for all activities that occur under your user name and password. You must immediately contact Milestone at marketing@amilestonegroup.com to report any unauthorized use of your user name or password, or if you know or suspect that those passwords have been lost or stolen or become known to any other person.

All user names and passwords remain the property of Milestone, and may be cancelled or suspended at any time by Milestone without any prior notice or any liability to you or any other person.

4. PERMITTED USERS

You may only use the Milestone Services in the manner described expressly in this Agreement.

5. ACCEPTABLE USE

Milestone is committed to making the Milestone Services a fun, secure and easy way for communities to be actively involved in making and preserving memories of their members. For this reason, you may not use the Milestone Services in a manner, or submit any material, that may be unlawful, indecent, offensive, defamatory, derogatory, fraudulent, deceptive, harmful, abusive, threatening, vulgar, profane, pornographic, obscene, sexually explicit, sexist, racist, hateful, offensive, harassing, invasive of the privacy, intellectual or other proprietary rights of others, breaches the contractual or fiduciary relationships that you may have with others, or otherwise objectionable. (This includes the submitting of any material that depicts, encourages, indicates, advocates or tends to incite any such conduct, and any use that may dilute or depreciate the name and reputation of Milestone and the school in which you are enrolled or the organization you are a part of if not a school (collectively "School".)) The Milestone Services are provided for your personal and non-commercial use only, and not for resale.

The Milestone Services must not be used with any action, device, software, executable program or routine that could directly or indirectly circumvent, interfere, or attempt to interfere with the proper working of the Milestone Services, impose an unreasonable or disproportionately large load or burden on the Milestone Services or their infrastructure, or interfere with other persons' use and enjoyment of the Milestone Services.

Milestone is not obliged to monitor the use of the Milestone Services or the content published on the Milestone website by the users of the Milestone Services, although Milestone reserves the right to do so in its sole discretion. Milestone will respond, as it considers appropriate, if it becomes aware of any inappropriate uses of the Milestone Services. Please report any violations of this Agreement or other inappropriate use of the Milestone Services to marketing@amilestonegroup.com.

Users who violate this Agreement or who use the Milestone Services inappropriately may incur criminal or civil liability, and Milestone may report perceived violations of applicable law to law enforcement authorities. Milestone will co-operate fully with law enforcement authorities in the investigation of suspected unlawful conduct.

6. WARRANTIES, LICENSE AND CONSENT

Milestone does not claim copyright or ownership in any materials submitted to or through the Milestone Services. Those rights always remain with the original owner, and are not affected by this Agreement in any way. Milestone does, however, need to ensure that it has the lawful authority to provide the Milestone Services to you and others. For this reason, when you submit any materials to or through the Milestone Services ("Submitted Materials"), you: (a) represent and warrant to Milestone that its use of the Submitted Materials, and any use of the Submitted Materials by any third party, does not and will not infringe the rights (including copyright, moral rights, and other intellectual property rights and privacy and personality rights in all applicable jurisdictions) of any person; (b) you represent and warrant to Milestone that you own or have the necessary licenses, rights, consents and permissions to use and authorize Milestone to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any Submitted Materials in the manner contemplated on Milestone's websites or this Agreement; (c) you represent and warrant that you have the written consent, release, and/or permission of each and every identifiable individual person in the Submitted Materials to use the picture, name or likeness of each and every such identifiable individual person to enable inclusion and use of the Submitted Materials in the manner contemplated by Milestone's website or this Agreement, or if such identifiable individual is under the age of eighteen (18), you have obtained the written consent, release and/or permission from such individual's parent or guardian; (d) grant to Milestone and the School in which you are enrolled, and solely for the purpose of providing the Milestone Services, a non-exclusive, non-transferrable, perpetual, irrevocable and royalty-free license to access, use, adapt, distribute, reproduce, modify, reformat, and edit such Submitted Materials and any ideas or original materials contained in such Submitted Materials, in all media now known or hereafter developed, which grant shall include the right to use the Submitted Materials (or any portion thereof) to create derivative works, the right to share the Submitted Materials (or any portion thereof) with other users of the Milestone Services, and the right to store or transfer the Submitted Materials (or any portion thereof) to a service provider of Milestone; and (e) grant to other users of the Milestone Services, and solely for personal, non-commercial purposes, a personal, non-exclusive, non-transferrable, perpetual, irrevocable and royalty-free license to access, use, adapt, distribute, reproduce, modify, reformat, prepare derivative works of, display and edit such Submitted Materials and any ideas or original materials contained in such Submitted Materials, in all media now known or hereafter developed.

You hereby acknowledge and agree that the Submitted Materials will be stored by Milestone on a server located in the United States of America.

You hereby waive all rights you may have to inspect and/or approve any use by Milestone, the School in which you are enrolled or other users of the Milestone Services of any material or idea submitted by you in any Submitted Materials. You waive all rights to any claim against Milestone, the organization in which you are a part of or other users of the Milestone Services for any alleged or actual infringements of any proprietary rights, rights of privacy and publicity, moral rights and rights of attribution in connection with such Submitted Materials. You agree and understand that Milestone is not responsible for maintaining, and may delete at any time, any of your Submitted Materials without prior notification. You shall be solely responsible for your own Submitted Materials and the consequence of posting, uploading or otherwise publishing or distributing them.

You understand that whether or not Submitted Materials are published, Milestone does not guarantee any confidentiality

with respect to any Submitted Materials.

7. DISCLAIMER, LIABILITY EXCLUSION, LIABILITY LIMITATION AND INDEMNITY DISCLAIMER

YOUR USE OF THE MILESTONE SERVICES IS AT YOUR OWN RISK. YOU SHOULD KEEP YOUR OWN BACKUP COPIES OF ALL MATERIALS YOU MAY USE, OR ALLOW OTHERS TO USE, IN CONNECTION WITH THE MILESTONE SERVICES, INCLUDING MATERIALS POSTED OR SUBMITTED TO THE MILESTONE SERVICES.

THE MILESTONE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AND INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE OR DURABILITY, ALL OF WHICH ARE HEREBY DISCLAIMED BY MILESTONE TO THE FULLEST EXTENT PERMITTED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MILESTONE MAKE NO REPRESENTATION, WARRANTY OR CONDITION THAT: (A) THE MILESTONE SERVICES WILL BE COMPATIBLE WITH YOUR COMPUTER AND RELATED EQUIPMENT AND SOFTWARE; (B) THE MILESTONE SERVICES WILL BE AVAILABLE OR WILL FUNCTION WITHOUT INTERRUPTION OR WILL BE FREE OF ERRORS OR THAT ANY ERRORS WILL BE CORRECTED; (C) THE USE OF THE MILESTONE SERVICES WILL BE FREE OF VIRUSES, TROJAN HORSES, WORMS OR OTHER DESTRUCTIVE OR DISRUPTIVE COMPONENTS; (D) THE USE OF THE MILESTONE SERVICES WILL NOT INFRINGE THE RIGHTS (INCLUDING INTELLECTUAL PROPERTY RIGHTS) OF ANY PERSON; OR (E) ACCOUNT PASSWORD PROTECTION FOR MATERIALS YOU MAY USE OR ALLOW OTHERS TO USE IN CONNECTION WITH THE MILESTONE SERVICES WILL PREVENT UNAUTHORIZED ACCESS TO THOSE MATERIALS; AND MILESTONE DISCLAIM ANY AND ALL LIABILITY REGARDING SUCH MATTERS TO THE FULLEST EXTENT PERMITTED BY LAW.

THE INTERNET IS NOT A SECURE MEDIUM AND MAY BE SUBJECT TO INTERRUPTION, DISRUPTION, AND INADVERTENT OR DELIBERATE BREACHES OF SECURITY AND PRIVACY. THE MILESTONE SERVICES MAY BE AFFECTED BY NUMEROUS FACTORS BEYOND THE CONTROL OF MILESTONE (SUCH AS YOUR COMPUTER EQUIPMENT AND INTERNET ACCESS), AND MAY NOT BE CONTINUOUS OR UNINTERRUPTED, SECURE OR PRIVATE. YOU PROVIDE USER INFORMATION AT YOUR OWN RISK, AND MILESTONE HEREBY DISCLAIMS ALL LIABILITY TO YOU AND ANY OTHER PERSON FOR ANY LOSS OR DAMAGE ARISING FROM, CONNECTED WITH, OR RELATING TO THE UNAUTHORIZED ACCESS TO, OR USE OR DISCLOSURE OF, ANY USER INFORMATION.

LIABILITY EXCLUSION

MILESTONE WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY LOSS OF USE, LOSS OF PRODUCTION, LOSS OF INCOME OR PROFITS (ANTICIPATED OR OTHERWISE), LOSS OF MARKETS, ECONOMIC LOSS, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OR EXEMPLARY OR PUNITIVE DAMAGES, ARISING FROM, CONNECTED WITH, OR RELATING TO THE USE OF THE MILESTONE SERVICES BY YOU OR ANY OTHER PERSON, REGARDLESS OF ANY WRONGDOING BY MILESTONE, AND NOTWITHSTANDING THAT MILESTONE MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES BEING INCURRED BY YOU OR ANY OTHER PERSON.

LIABILITY LIMITATION

WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL MILESTONE'S TOTAL LIABILITY TO YOU OR ANY OTHER PERSON FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES, AND COSTS ARISING FROM, CONNECTED WITH, OR RELATING TO THE USE OF THE MILESTONE SERVICES BY YOU OR ANY OTHER PERSON, REGARDLESS OF ANY WRONGDOING BY MILESTONE, EXCEED \$100 (CDN) OR THE AMOUNT YOU PAID TO MILESTONE FOR THE USE OF THE MILESTONE SERVICES, WHICHEVER IS LESS.

INDEMNITY

YOU WILL INDEMNIFY, DEFEND AND HOLD MILESTONE HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, SUITS, LIABILITIES, LOSSES, DAMAGES, COSTS, AND EXPENSES (INCLUDING LAWYER'S FEES AND DISBURSEMENTS AS BETWEEN SOLICITOR AND OWN CLIENT) SUFFERED OR INCURRED BY MILESTONE ARISING FROM, CONNECTED WITH, OR RELATING TO (1) YOUR ACCESS TO OR USE OF THE MILESTONE SERVICES, (2) YOUR BREACH OF THIS AGREEMENT, (3) ANY WRONGFUL CONDUCT BY YOU, (4) THE VIOLATION OF ANY THIRD PARTY RIGHT BY YOU, INCLUDING, WITHOUT LIMITATION, ANY COPYRIGHT, PROPERTY OR PRIVACY RIGHT, OR (5) ANY CLAIM THAT YOUR SUBMITTED MATERIALS CAUSED DAMAGE TO ANY

THIRD PARTY. YOU WILL ASSIST AND CO-OPERATE AS FULLY AS REASONABLY REQUIRED BY MILESTONE IN THE DEFENCE OF ANY SUCH CLAIM OR DEMAND. THIS DEFENCE AND INDEMNIFICATION OBLIGATION WILL SURVIVE THIS AGREEMENT AND YOUR USE OF THE MILESTONE SERVICES.

FAIR ALLOCATION OF LIABILITY

THIS AGREEMENT REPRESENTS A FAIR ALLOCATION OF RISK AND LIABILITY, WHICH IS REFLECTED IN THE FEES, IF ANY, PAYABLE FOR THE USE OF THE MILESTONE SERVICES.

THE EXCLUSION OF CERTAIN WARRANTIES AND THE EXCLUSION OR LIMITATION OF CERTAIN LIABILITIES IS PROHIBITED BY LEGISLATION IN SOME JURISDICTIONS. SUCH LEGISLATIVE LIMITATIONS MAY APPLY TO YOU. YOU HEREBY AGREE AND ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY AND EXCLUSIONS AS SET OUT IN THIS AGREEMENT SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

IN THIS SECTION HEADED DISCLAIMER, LIABILITY EXCLUSION, LIABILITY LIMITATION AND INDEMNITY, "MILESTONE" INCLUDES MILESTONE AND ITS AFFILIATES AND SUPPLIERS AND EACH OF THEIR RESPECTIVE PAST, PRESENT AND FUTURE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS, SERVICE PROVIDERS, SUCCESSORS, ASSIGNS AND RELATED PERSONS.

8. OWNERSHIP OF THE MILESTONE SERVICES

You always retain copyright in the materials you submit to Milestone through the Milestone Services. However, the Milestone Services and all information (in text, graphical, video and audio forms), software, applications, and other elements available on or through the Milestone Services are owned or licensed by Milestone and others, and are protected by Canadian, United States, and international copyright, trade-mark, and other laws. Your use of the Milestone Services does not transfer to you any ownership or other rights in the Milestone Services or their content.

9. TRADE-MARK INFORMATION

The marks and logos appearing on or in connection with the Milestone Services are registered and unregistered trademarks, trade-names and service-marks owned or licensed by Milestone. Other product and company names and logos appearing on the Milestone Services may be registered or unregistered trade- names, trade-marks and service-marks of their respective owners. Any use of the trade-names, trade-marks, service-marks and logos (collectively "Marks") displayed on the Milestone Services is strictly prohibited. Nothing appearing on the Milestone Services or elsewhere shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Marks displayed on the Milestone Services.

10. UNSOLICITED SUBMISSIONS

Milestone hopes that you find the Milestone Services to be valuable and we welcome your feedback. However, Milestone does not accept unsolicited ideas, including ideas for new advertising campaigns, new or improved goods, services, technologies, or new product or business names. The purpose of this policy is to avoid potential misunderstandings or disputes. Accordingly, please do not send any unsolicited ideas, suggestions or other materials ("Submissions") to Milestone. If you do send Submissions to Milestone, Milestone must have the right to use them. Therefore, you grant (or warrant that the owner of the Submissions grants) to Milestone and its assigns a perpetual, royalty-free, irrevocable, unrestricted, non- exclusive, assignable, sub-licensable, right and license to copy, modify, publish, create derivative works from, distribute, display and otherwise use the Submissions or any ideas, concepts, know-how or techniques associated with the Submissions for any purpose whatsoever. You also agree, represent and warrant that all moral rights in the Submissions are waived in favour of Milestone and its assigns.

11. PROMOTIONS, DISCOUNTS AND CONTESTS

From time to time Milestone may offer special promotions, coupons, or discounts on products or services purchased through the Milestone Services. All such promotions and discounts are subject to specific terms and conditions. Milestone may also make contests available to users of the Milestone Services. All contests are governed by this Agreement and the specific

applicable Contest Rules. By participating in a contest through the Milestone Services, you signify your agreement and acceptance of this Agreement and the applicable Contest Rules.

12. OTHER SITES

The Milestone Services may include advertisements for, and links to, Web sites and businesses operated by third parties ("Other Sites"). Other Sites are independent from Milestone, and Milestone has no responsibility or liability for or control over Other Sites, their business, goods, services or content. Links to Other Sites are provided solely for your convenience. Milestone does not sponsor or endorse any Other Sites or their content or the goods or services available through those Other Sites. Your use of Other Site is at your own risk, and you may not make any claim against Milestone arising out of your use of any Other Sites or your dealings with the owners or operators of any Other Sites. The provisions of this Agreement under the section headed Disclaimer, Liability Exclusion, Liability Limitation and Indemnity apply, with all necessary modifications, to your access to and use of any Other Sites and their business, goods, services and content.

You may create a text hyperlink to Milestone's website, provided such link does not portray Milestone or any of its products or services in a false, misleading, derogatory or otherwise defamatory manner. This limited right may be revoked by Milestone at any time.

13. SOFTWARE AGREEMENTS

For your convenience, Milestone may make third-party software available to you through or in connection with the Milestone Services. All such software is owned or licensed by third parties, and your downloading and use of the software is subject to the applicable End User License Agreement. Milestone has no control over or responsibility or liability for any software downloaded from or in connection with the Milestone Services, and Milestone makes no representations, warranties or conditions regarding the software. Your downloading and use of the software and your dealings with the owners and providers of the software is at your own risk, and you may not make any claim against Milestone arising out of, connected with, or relating to your downloading and use of any software. The provisions of this Agreement under the section headed Disclaimers, Liability Exclusion, Liability Limitation and Indemnity apply, with all necessary modifications, to your downloading and use of any software downloaded from or in connection with the Milestone Services.

14. PERSONAL INFORMATION PRIVACY

Milestone collects, uses, and discloses your personal information in accordance with its Privacy Policy, which may be viewed by clicking here ("[Privacy Policy](#)"). Milestone may change the Privacy Policy from time to time in its sole discretion. Each time you use the Milestone Services, you consent to Milestone's collection, use and disclosure of your personal information in accordance with the Privacy Policy as it then exists without any further notice or any liability to you or any other person.

15. CONTACTING MILESTONE

Milestone would always like to hear from you. You may contact Milestone by email at marketing@amilestonegroup.com

16. TERMINATION OF THE MILESTONE SERVICES AND THIS AGREEMENT

You may cancel your use of the Milestone Services at any time for any reason upon sixty (60) day notice to Milestone. Milestone may, at any time and for any reason and in its sole discretion: (a) change, suspend or terminate, temporarily or permanently, the Milestone Services or any part of them; or (b) restrict, suspend or terminate (in whole or in part) your permission to access or use the Milestone Services, all without any notice or liability to you or any other person. If you breach any provision of this Agreement, you may no longer use the Milestone Services.

If this Agreement or your permission to access or use the Milestone Services is terminated by you or by Milestone, then: (a) this Agreement will continue to apply and be binding upon you and any persons you represent, jointly and severally, regarding your prior access to and use of the Milestone Services, and anything connected with, relating to or arising therefrom; and (b) Milestone may continue to use and disclose your personal information in accordance with the Privacy Policy as amended from time to time.

You acknowledge that Milestone may continue to hold the Submitted Materials in its database after the term of this

Agreement for the purpose of allowing Milestone to provide the Milestone Services to you again should you wish to resume your use of the Milestone Services, and to allow the Submitted Materials to be used and disclosed in accordance with this Agreement.

17. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire without regard to the conflict of laws provisions thereof. Any dispute arising from or relating to the subject matter of this Agreement shall be finally settled by arbitration in Grafton County, New Hampshire, using the English language in accordance with the Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ('JAMS') then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Arbitration Rules and Procedures of JAMS. Judgment upon the award so rendered may be entered in a court having jurisdiction, or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall 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. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the United States Federal Courts located in the District of New Hampshire.

18. OTHER MATTERS

The provisions of this Agreement will enure to the benefit of and be binding upon each of Milestone and its respective successors and assigns and related persons, and you and your heirs, executors, administrators, successors, and personal representatives. You may not assign this Agreement or the rights and obligations under this Agreement without the express prior written consent of Milestone, which may be withheld in Milestone's sole discretion. Milestone may assign this Agreement and its rights and obligations under this Agreement without your consent or the consent of any persons you represent.

No consent or waiver by any party to or of any breach or default by any other party in its performance of its obligations under this Agreement will be deemed or construed to be a consent to or waiver of a continuing breach or default or any other breach or default of those or any other obligations of that party.

Notwithstanding any other provision of this Agreement, Sections 4, 5, 6, 7, 10, 11, 12, 13, 14, 16 and 17 of this Agreement, and all other provisions necessary for their interpretation or enforcement, will survive indefinitely after the termination of this Agreement and remain in full force and effect.

You and Milestone are independent contractors and no agency, partnership, joint venture, employment or franchise relationship is intended or created by this Agreement or your use of the Milestone Services.

Any rights not expressly granted by this Agreement are reserved to Milestone. This Agreement was last changed effective 31 August, 2020.