

SUPPLEMENTAL TERMS – JURISDICTION-SPECIFIC

I. **UNITED STATES.** This Section I sets forth provisions that replace, amend or supplement the Terms of Use when User is a resident of the United States of America.

A. **Warranty Disclaimer.** The following provisions replaces Section 4.2 of the Terms of Use:

“EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SINGLEKEY ID IS PROVIDED “AS IS” AND “AS AVAILABLE,” AND PROVIDER MAKES NO WARRANTIES, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE SINGLEKEY ID OR ANY MATTER WHATSOEVER. PROVIDER DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT. PROVIDER DOES NOT WARRANT THAT THE SINGLEKEY ID WILL BE ERROR FREE OR SECURE.”

B. **Liability.** The following provisions replace Section 10 of the Terms of Use in its entirety:

“PROVIDER SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA OR ANY OTHER CONTENT, LOST PROFITS, BUSINESS INTERRUPTION, OR ANY OTHER LOSSES), ARISING OUT OF ANY USE OF THE SINGLEKEY ID OR ANY PERFORMANCE OF ITS OBLIGATIONS UNDER THE AGREEMENT (INCLUDING, WITHOUT LIMITATION, USE, INABILITY TO USE, OR THE RESULTS OF USE OF THE SINGLEKEY ID, OR SECURITY BREACHES RELATED TO THE SINGLEKEY ID).

PROVIDER’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT AND/OR THE SINGLEKEY ID WILL NOT EXCEED 100 US DOLLARS. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.”

C. **Applicable law and place of jurisdiction.** The following provisions replace Sections 19.1 and 19.2 of the Terms of Use:

“The Agreement, and all disputes between the parties arising out of or related thereto, shall be governed by the laws of the State of Michigan except for its choice of law rules; the United Nations Convention on the International Sale of Goods shall not apply. Any and all disputes, claims, or controversies arising out of or relating to the Agreement, including your use of the Portal or the Services, shall be resolved exclusively in the State of Michigan Circuit Court for the County of Oakland or the United States District Court for the Eastern District of Michigan, both of which you consent to jurisdiction and venue.”

II. **CANADA.** This Section II sets forth provisions that replace, amend or supplement the Terms of Use when User is a resident of Canada.

A. **Warranty Disclaimer.** The following provisions are added as new Section 4.2 of the Terms of Use:

“2.4 IF YOU ARE A CONSUMER SUBJECT TO THE QUEBEC CONSUMER PROTECTION ACT, THE WARRANTY DISCLAIMERS CONTAINED IN THIS SECTION 4.2 DO NOT LIMIT YOUR RIGHTS AND REMEDIES UNDER SUCH ACT, INCLUDING THE RIGHT TO MAKE A CLAIM UNDER ANY OF THE STATUTORY WARRANTIES PROVIDED UNDER SECTIONS 34 TO 54 OF SUCH ACT.

EXCEPT AS SPECIFICALLY PROVIDED IN THESE TERMS, THE SINGLEKEY ID IS PROVIDED “AS IS” AND “AS AVAILABLE,” AND WE MAKE NO WARRANTIES, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE SINGLEKEY ID, OR ANY MATTER WHATSOEVER. WE DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT.

TO THE EXTENT APPLICABLE, FREE SERVICES PROVIDED HEREUNDER ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND AND WE MAKE NO WARRANTIES, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE FREE SERVICES. WE DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT. ADDITIONALLY, WE DO NOT WARRANT THAT THE FREE SERVICES WILL MEET ANY OF YOUR REQUIREMENTS OR THAT THE FREE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY ERRORS WILL BE CORRECTED. WE DO NOT WARRANT THAT THE USE OF FREE SERVICES WILL NOT BE IMPAIRED BY DOWNTIME, MAINTENANCE ACTIVITIES, FURTHER DEVELOPMENTS, UPDATES AND UPGRADES OR MALFUNCTIONS.”

B. Liability. The following provisions replace Section 10 of the Terms of Use in its entirety:

“7 Liability Disclaimer

7.1 IF YOU ARE A CONSUMER SUBJECT TO THE QUEBEC CONSUMER PROTECTION ACT, THE LIMITATIONS OF LIABILITY CONTAINED IN THIS SECTION DO NOT RELEASE PROVIDER FROM THE CONSEQUENCES OF ITS OWN ACTIONS OR THE ACTIONS OF ITS REPRESENTATIVES.

7.2 WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA OR ANY OTHER CONTENT, LOST PROFITS, BUSINESS INTERRUPTION, OR ANY OTHER LOSSES), ARISING OUT OF ANY USE OF THE SINGLEKEY ID OR IN ANY WAY RELATED TO THE AGREEMENT (INCLUDING, WITHOUT LIMITATION, USE, INABILITY TO USE, OR THE RESULTS OF USE OF THE SINGLEKEY ID).

7.3 OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT AND ANY CLAIMS ARISING HEREUNDER WILL NOT EXCEED, IN ANY EVENT, THE AMOUNT YOU HAVE PAID HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE OCCURRENCE OF THE FIRST OF ANY SUCH CLAIM. THE FOREGOING LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.”

C. Termination for Cause. Section 13.3 of the Terms of Use is deleted in its entirety and replaced with the following:

“8.3 In addition to any other rights to terminate for cause as contemplated in the Agreement, either party may terminate this Agreement for cause if the other party fails to comply with the terms of this Agreement and does not remedy such failure within thirty (30) days of the date that the non-breaching party notifies the other party of such breach and its intention to terminate if the breach is not remedied.”

E. Termination and Personal Data. The following shall be added to Section 14.5 of the Terms of Use:

“For personal data, we shall comply with any and all obligations imposed by the relevant privacy legislation including, without limitation Canada’s Personal Information Protection and Electronic Documents Act and substantially similar provincial legislation, as well as any applicable federal or provincial privacy or data protection legislation applicable to public bodies or public institutions in Canada, each together with the regulations thereto as amended from time to time.”

D. Applicable law and place of jurisdiction. The following provisions replace Sections 19.1 and 19.2 of the Terms of Use:

“19.1 IF YOU ARE A CONSUMER SUBJECT TO THE QUEBEC CONSUMER PROTECTION ACT, THE IMMEDIATELY FOLLOWING JURISDICTION PROVISIONS DO NOT APPLY.

19.2 The Agreement is subject to and will be interpreted in accordance with the laws of the Province of Ontario, Canada and the laws of Canada applicable therein. You acknowledge and agree that the courts sitting in the City of Toronto, Ontario shall have exclusive jurisdiction to hear any claims arising hereunder.”