

RACECAPTURE INC. WEBSITE TERMS AND CONDITIONS

Please read these Terms and Conditions carefully before using RaceCapture. These Terms form a legally binding agreement between you and RaceCapture Inc. They explain the rules for using our website and galleries, buying photos, and using selfie search and facial-recognition features, and they include important limitations on our liability. Capitalized terms used throughout have the meanings given to them where they are first defined. Key provisions to note include: our liability cap in Section 12.2; our facial-recognition and biometric data practices in Section 7; your licence to purchased media in Section 6; our refund policy in Section 11; and our governing law and dispute resolution provisions in Section 14.

1. Acceptance of These Terms

- 1.1 Acceptance. By accessing or using the Services** in any manner - including browsing a Gallery, uploading a selfie for search, completing a purchase, or otherwise interacting with the Services - you agree to be bound by these Terms and all policies incorporated herein by reference, including the Privacy Policy. You confirm your acceptance again when you check the box or click the button presented at checkout and at selfie upload. If you are accepting these Terms on behalf of a company, organization, or other legal entity, you represent and warrant that you have the authority to bind that entity, and references to "you" in these Terms include that entity. If you do not agree to these Terms, you must not use the Services.
- 1.2 Privacy Policy. Your use of the Services is also governed** by the RaceCapture Privacy Policy (available at <https://racecapture.ca/privacy>), which is incorporated into these Terms by reference and forms part of this agreement. The Privacy Policy explains how we collect, use, disclose, and retain personal information, including selfie images, facial-recognition vectors, biometric data, and other data you provide. Please review it carefully before using the Services.
- 1.4 Photographers.** If you use RaceCapture to upload, host, or sell media as a photographer, your use of the platform in that capacity is governed by the separate RaceCapture Photographer Agreement, not these Terms. To the extent there is any conflict between these Terms and the Photographer Agreement with respect to a photographer's activities on the platform, the Photographer Agreement prevails.
- 1.5 Definitions.** In these Terms, the following definitions apply: "Content" means all text, images, photographs, videos, graphics, and other materials available through the Services; "Gallery" means a collection of event media hosted on the Services by a photographer or organizer; "Media" means individual photographs, videos, or other digital files available for download or purchase through the Services; "Organizer" means an event organizer who has engaged a photographer to capture an event and who may direct the configuration of a Gallery; "Photographer" means an independent photographer or videographer who uploads and hosts Media through the Services; "Services" has the meaning given in Section 1.1; and "User" means any person who accesses or uses the Services in any capacity.

2. Eligibility and Minors

- 2.1 Purchasing.** To create an account or purchase Media, you must be at least 18 years of age or, if the age of majority in your jurisdiction is higher, you must have reached that age, or you must have the consent of a parent or guardian who completes the transaction on your behalf. You must also have the legal capacity to enter into a binding agreement. A parent or guardian may purchase Media of a minor on the minor's behalf, and by doing so, the parent or guardian agrees to these

Terms on the minor's behalf and accepts responsibility for the minor's use of any purchased Media. By using the Services, you represent and warrant that you meet these eligibility requirements.

- 2.2 Minors who appear in galleries.** Galleries for events that primarily involve minors are password-protected by default, and access is controlled by the event organizer. RaceCapture does not knowingly collect personal information from minors directly, and where a Gallery is known to contain images of minors, additional access controls may be applied. A parent or legal guardian may request access to, correction of, or removal of images of their child as described in Section 10 and in the Privacy Policy. If you are an organizer or photographer and your event involves minors, you are responsible for obtaining all necessary consents from parents or guardians prior to capturing and uploading images of those minors.

3. The Services and Nature of the Platform

- 3.1 What we offer.** RaceCapture provides event photography and videography galleries. Through the Services, you can browse a Gallery, search for your photos using selfie search or bib-number search, access or purchase digital Media, and share Media on social platforms. Some Galleries are public and some are password-protected at the organizer's direction. Some Galleries are free - you may be able to download Media at no charge and, if you choose, leave a voluntary tip for the photographer - and others require purchase, as determined by the photographer or organizer. RaceCapture also offers group or duo search features where available. The specific features available to you may vary by event, Gallery, and the configurations selected by the photographer or organizer.
- 3.2 Availability.** We may add, change, suspend, or remove features, Galleries, or content at any time with or without notice. We will endeavour to provide advance notice of scheduled maintenance where reasonably practicable, but we do not guarantee any particular uptime or availability. We do not guarantee that the Services, any Gallery, or any particular image will be available at any given time, and we will not be liable for any loss or inconvenience arising from unavailability of the Services.
- 3.3 Platform host only.** RaceCapture provides software, storage, search, and payment infrastructure that enables event media to be hosted, found, and purchased online. We host Content uploaded by Photographers, we provide search tools including facial-recognition-based search, and we facilitate payment through Stripe. We do not produce, commission, edit, or curate the photographic content available through the Services. We act as a passive host with respect to Photographer content and respond to valid notices of unlawful or infringing content as described in Section 10.
- 3.4 Not a publisher.** RaceCapture is not a publisher, editor, agent, employer, or co-creator of the content uploaded by photographers or of communications between users. Photographers and event organizers act independently and are responsible for their own content, conduct, and consents. We do not pre-screen or guarantee the accuracy of any content, and any statement or representation made by a user is that user's responsibility alone.
- 3.5 No endorsement.** The presence of a photographer, event, organizer, or third-party reference within the Services does not constitute endorsement, recommendation, or affiliation by RaceCapture. Disputes between athletes, photographers, and organizers are matters between those parties, and while we may assist, we are not obligated to resolve them.

4. Accounts and Guest Use

- 4.1 Browsing and buying.** You can browse public Galleries and, in many cases, purchase Media without creating an account. Where an account is offered, you are responsible for: (a) providing accurate, current, and complete registration information; (b) keeping your login credentials confidential and not sharing them with any third party; (c) all activity that occurs under your account, whether or not authorized by you; and (d) notifying us promptly at info@racecapture.ca if you suspect unauthorized access to or use of your account. RaceCapture will not be liable for any loss or damage arising from your failure to protect your account credentials.
- 4.2 Suspension and termination.** We may suspend, restrict, or terminate your account or access to the Services at any time, with or without notice, if we reasonably believe you have violated these Terms, engaged in fraudulent activity, or otherwise acted in a way that may harm RaceCapture, other users, or third parties. Where practicable, we will provide notice of any suspension or termination and the reason for it. Termination of your account does not affect any right or obligation accrued before the termination date, including any licence you hold to Media you have previously purchased.

5. Purchases, Pricing, and Payment

- 5.1 Payment processing.** Purchases are processed by Stripe, Inc., and you can pay using supported methods including credit and debit cards, Apple Pay, and Google Pay. RaceCapture does not collect or store your full payment card details; those are handled by Stripe under Stripe's own terms of service and privacy policy, which are available at <https://stripe.com>. By completing a purchase, you agree to Stripe's terms of service for that transaction. If your payment is declined or a chargeback is initiated, your order may be cancelled or access to the purchased Media may be suspended pending resolution. You are responsible for ensuring your payment method is valid and has sufficient funds at the time of purchase. Media is sold by independent Photographers, and RaceCapture facilitates each transaction through Stripe Connect. As between you, the Photographer, and RaceCapture, the Photographer is the merchant of record for each sale of Photographer-uploaded Media. RaceCapture acts as the operator of the Services and as a technical facilitator of payment.
- 5.2 Prices, fees, and taxes.** Prices are displayed in Canadian dollars (CAD) unless otherwise stated, and are shown before you complete your purchase. Prices are exclusive of applicable taxes unless stated otherwise. Applicable taxes, including GST/HST and any applicable provincial taxes, are calculated and added at checkout based on your billing address. RaceCapture does not add hidden fees, transaction surcharges, or payment-processing pass-through charges to the price displayed. Prices may change at any time, but a change does not affect a purchase you have already completed. If a price is displayed in error, we reserve the right to cancel an order placed at an incorrect price and to provide a full refund of any amount charged for that order.
- 5.3 Order confirmation and delivery.** When your purchase is complete, we will make the purchased Media available to you for download and send an order confirmation to the email address you provide. Download links may be subject to a time or access limit, as specified at the time of purchase. You are responsible for downloading and saving your purchased Media within the applicable window. You are also responsible for providing an accurate email address at checkout; we will not be responsible for non-delivery resulting from an inaccurate or undeliverable email address. If you experience difficulty accessing or downloading your purchased Media, contact us at info@racecapture.ca and we will endeavour to assist.

6. Your Licence to Purchased Media

- 6.1 Personal licence.** When you purchase Media through the Services, RaceCapture (on behalf of the applicable rights holder) grants you a non-exclusive, non-transferable, non-sublicensable,

worldwide licence to use that Media solely for your own personal, non-commercial purposes. Permitted personal uses include: displaying the Media on personal devices; printing the Media for personal, non-commercial display; and sharing the Media on your personal social media accounts, provided that you do not remove any copyright notice or watermark and do not use the Media in a commercial or sponsored context. This licence is personal to you and is revocable if you breach these Terms.

- 6.2 What you may not do.** Unless you have separate written permission from the applicable rights holder, you must not: (a) resell, sublicense, or commercially exploit purchased Media; (b) use purchased Media for advertising, sponsorship, fundraising, or any commercial purpose; (c) remove, alter, or obscure any watermark, metadata, copyright notice, or other proprietary marking; (d) claim ownership of or authorship over any purchased Media; (e) use purchased Media to train, develop, or improve any artificial intelligence, machine learning, or automated recognition system; or (f) use purchased Media in a manner that misrepresents the identity of any person depicted, or create derivative works that constitute a misleading or deceptive use of that person's likeness.
- 6.3 Ownership.** Copyright and all other intellectual property rights in the Media remain at all times with the Photographer or, where RaceCapture itself holds rights, with RaceCapture. Your purchase grants you only the personal licence described in Section 6.1 and does not transfer, assign, or encumber any ownership interest, copyright, or other intellectual property right in the Media. RaceCapture does not own the copyright in Media uploaded by independent Photographers, and the licence granted upon purchase is made available by RaceCapture on behalf of the applicable rights holder.

7. Facial Recognition and Selfie Search

- 7.1 How it works.** Selfie search allows you to upload a photograph of yourself so that the Services can identify photos of you within a Gallery using facial-recognition technology. By uploading a selfie, you represent and warrant that: (a) you are the person depicted in the selfie; (b) you are at least 18 years of age, or a parent or guardian is uploading the selfie on behalf of a minor with appropriate authority; and (c) you consent to the processing of your selfie and any derived facial-recognition data for the purpose of identifying your photos in the relevant Gallery. Facial-recognition data constitutes sensitive personal information, and how we collect, use, retain, and delete your selfie and any derived facial data is described in the Privacy Policy. Please review the Privacy Policy before using selfie search.
- 7.2 Two modes.** In Standard mode, your selfie is used solely to run the search query, and both the selfie image and any derived face vector are deleted promptly after the search is completed. No facial data is retained in Standard mode beyond the time required to complete the search. If you expressly opt in to Live Delivery, we create a personalized gallery for you that updates as new matching photos are uploaded to the relevant Gallery, and we retain your face vector for a limited period after the event to enable ongoing matching and to respond to support requests related to your results. Live Delivery is an optional, opt-in feature; you are not required to use it. The applicable retention period, deletion procedures, and your rights with respect to retained data are set out in the Privacy Policy.
- 7.3 Bib-number search.** You can also search for your photos by bib number. Bib numbers are used only as a search index and are not linked to organizer registration data, as described in the Privacy Policy.
- 7.4 Duo and group search.** Where a Gallery offers a duo or group search option, you may search for Media that includes you together with one or more other identifiable persons. You must only use

this feature where: (a) you are one of the persons depicted in the Media you are searching for; and (b) you have obtained the express, informed consent of every other identifiable person included in the search query before initiating the search. By using duo or group search, you represent and warrant that you have obtained all required consents. RaceCapture is not responsible for any unauthorized use of another person's image arising from your use of this feature.

8. Acceptable Use

You agree to use the Services only for lawful purposes and in accordance with these Terms. You represent that your use of the Services will comply with all applicable federal, provincial, and local laws and regulations, including applicable privacy and anti-spam legislation. You must not, and you must not permit any third party to:

- (a) scrape, harvest, crawl, or index any part of the Services or download media you have not purchased or are not authorized to access;
- (b) circumvent or attempt to circumvent any paywall, gallery password, watermark, or access control;
- (c) upload a selfie of any person other than yourself, or use selfie search to identify or locate another person without their consent;
- (d) interfere with or disrupt the Services or attempt to gain unauthorized access to any account, system, or data;
- (e) attempt to extract, copy, reconstruct, or derive face vectors or other biometric data from the Services, or reverse engineer or attempt to replicate the facial-recognition or matching technology;
- (f) use the Services to harass, stalk, intimidate, or infringe the rights of any person; or
- (g) use the Services in violation of these Terms or any applicable law.
- (h) 8.2 Enforcement. Violation of any of the foregoing may result in immediate suspension or termination of your access to the Services, removal of Content, and, where appropriate, referral to law enforcement. RaceCapture reserves the right to investigate any suspected violation and to cooperate with law enforcement authorities as required by applicable law. We may seek injunctive or other equitable relief to enforce these restrictions without the need to post a bond or prove actual damages.

9. Intellectual Property

9.1 Our rights. The Services, including all software, interfaces, design elements, databases, compilations, and all content and materials within them other than Media owned by Photographers, are owned by or licensed to RaceCapture Inc. and are protected by copyright, trademark, database rights, and other applicable intellectual property laws. Except for the personal licence to purchased Media granted under Section 6, no rights in or to the Services or any RaceCapture Content are granted to you, whether by implication, estoppel, or otherwise. You may not reproduce, modify, distribute, transmit, display, or create derivative works from any part of the Services without our prior written consent.

9.2 Trademarks. "RaceCapture," the RaceCapture logo, and any other product or service names, marks, or slogans that appear on the Services are trademarks or trade names of RaceCapture Inc. You must not use any RaceCapture trademark, trade name, or logo without our prior written consent, and in particular must not use them in a way that implies an endorsement, partnership, or affiliation that does not exist. All other trademarks, product names, and company names or logos appearing on the Services are the property of their respective owners.

- 9.3 User content.** When you upload a selfie or other content to the Services, you retain all ownership rights you hold in that content. By uploading content, you grant RaceCapture a limited, non-exclusive, royalty-free, worldwide licence to use, copy, process, and store that content solely for the purpose of providing the Services to you (including performing facial-recognition searches and, if you opt in, Live Delivery). This licence terminates when your content is deleted from our systems in accordance with the Privacy Policy. You represent and warrant that you own or have all necessary rights to the content you upload and that uploading it does not violate any applicable law or any third party's rights.

10. Image Removal and Takedown

- 10.1 Your right to request removal.** If you appear in event Media on the Services and wish to have it removed, you may submit a removal request by emailing info@racecapture.ca. Your request should include sufficient detail to identify the event, Gallery, and specific images concerned. A parent or legal guardian may submit a request on behalf of a minor. We will acknowledge your request promptly and will work with the relevant Photographer and Organizer to process it as described in the Privacy Policy and within any timeframe required by applicable privacy law, including the Personal Information Protection and Electronic Documents Act (Canada) and any applicable provincial privacy legislation. Removal of an image from the Gallery does not retroactively revoke a licence previously granted to a purchaser for that image.
- 10.2 Copyright and rights complaints.** If you believe that Content on the Services infringes your copyright or other intellectual property rights, or otherwise violates your legal rights, please contact us at info@racecapture.ca with the following information: (a) your name and contact information; (b) a description of the Content you believe is infringing or unlawful and its location on the Services; (c) a description of the right you claim is infringed; and (d) a statement that your complaint is made in good faith and that the information provided is accurate. We will review your complaint and respond within a reasonable time. Submitting a false or misleading complaint may give rise to liability.

11. Refunds and Cancellation

- 11.1 Digital media - final sale.** Purchased digital Media is delivered to you electronically. Because digital Media is provided in a form that cannot be returned once it has been made available for download or accessed, all sales of digital Media are final once the Media has been delivered or made available to you, except: (a) where a refund is required by applicable consumer protection law, including the Consumer Protection Act, 2002 (Ontario) and the internet agreement provisions thereunder; or (b) as otherwise agreed by us in writing. We encourage you to review the Gallery and any preview images before completing a purchase.
- 11.2 Problems with your purchase.** If your purchased media is not delivered, is corrupted, or is materially not as described, contact us at info@racecapture.ca and we will work with you to re-deliver it or, where appropriate, provide a refund.
- 11.3 Your statutory rights.** Nothing in these Terms limits any non-waivable right or remedy you may have under applicable consumer protection law, including the Consumer Protection Act, 2002 (Ontario) and any successor legislation.

12. Disclaimer of Warranties and Limitation of Liability

- 12.1 As is. The Services are provided on an "as is" and "as available" basis without warranty of any kind.** To the maximum extent permitted by applicable law, we disclaim all warranties, conditions,

and representations, whether express, implied, or statutory, including without limitation any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, and accuracy. We do not warrant that: (a) the Services will be uninterrupted, timely, secure, or error-free; (b) facial-recognition matching will identify every photo of you or will only return photos of you; (c) any Gallery will contain photos of you; (d) photos in a Gallery will be of a specific quality or resolution; or (e) any Content will be accurate, complete, or suitable for any particular purpose. Your use of the Services is entirely at your own risk.

12.2 Limitation of liability. To the maximum extent permitted by applicable law: (a) we will not be liable for any indirect, incidental, special, punitive, or consequential damages, including loss of revenue, loss of data, loss of business opportunity, loss of goodwill, or damage to reputation, however caused and whether arising in contract, tort, statute, or otherwise, even if we have been advised of the possibility of such damages; and (b) our total aggregate liability to you for all claims arising out of or in connection with the Services, these Terms, or any transaction completed through the Services will not exceed the amount equivalent to three months of fees paid by you to RaceCapture for the Services. Nothing in these Terms shall exclude or limit the liability that cannot be excluded or limited under applicable law. This cap applies cumulatively to all claims you make, regardless of the number or nature of those claims.

12.3 Consumer rights preserved. Nothing in these Terms excludes, restricts, or modifies any right, warranty, condition, or remedy that applies to you under applicable consumer protection law and that cannot lawfully be excluded, restricted, or modified. Some jurisdictions do not allow certain limitations, so some of the above may not apply to you.

13. Indemnification

Mutual indemnity. Each party agrees to indemnify and hold harmless the other from any claims, damages, or losses arising out of its own breach of these Terms, gross negligence, or wilful misconduct, provided that such indemnification shall be limited to claims directly related to the use of the Services. You further agree to indemnify and hold harmless RaceCapture Inc. and its directors, officers, employees, contractors, and agents (the "Indemnified Parties") from and against claims arising out of or in connection with: (a) your use or misuse of the Services; (b) your breach of these Terms or any policy incorporated herein by reference; (c) your infringement of any third party's intellectual property, privacy, biometric, or other legal rights; (d) your use of selfie search or duo/group search in violation of these Terms, including any unauthorized processing of another person's image; or (e) your violation of any applicable law or regulation. This indemnity does not apply to claims arising from RaceCapture's own negligence, fraud, or wilful misconduct. RaceCapture reserves the right, at its own expense, to assume the exclusive defence and control of any matter subject to indemnification by you, and you agree to cooperate fully with us in that defence.

14. Governing Law and Dispute Resolution

14.1 Governing law. These Terms are governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to any conflict of law principles that would result in the application of any other law. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

14.2 Dispute resolution. If you have a concern or dispute, we encourage you to contact us first at info@racecapture.ca and allow us an opportunity to resolve the matter informally. Most concerns can be resolved quickly and to your satisfaction through direct contact. If we are unable to resolve a dispute informally within thirty (30) days of your written notice to us, either party may pursue

the dispute through the courts. Subject to any non-waivable right you have under applicable consumer protection law to bring proceedings in your local jurisdiction, you and RaceCapture each submit to the exclusive jurisdiction of the courts of the Province of Ontario for the resolution of any dispute arising out of or in connection with these Terms or the Services. Nothing in these Terms prevents either party from seeking urgent injunctive or other equitable relief from a court of competent jurisdiction. Nothing in these Terms requires you to waive any right to participate in a class proceeding or to submit to mandatory arbitration where that requirement would not be enforceable against you as a consumer under applicable law.

- 14.3 Language.** The parties have expressly requested that these Terms and all related documents be drafted in English. Les parties ont expressément demandé que les présentes modalités et tous les documents connexes soient rédigés en anglais.

15. General Provisions

- 15.1 Changes to these Terms. We may update these Terms from time to time.** For material changes, we will provide at least thirty (30) days' notice through the Services or by email to the address associated with your account. Material changes will not apply retroactively to purchases completed before the effective date of the change. If you do not agree to a material change, you may terminate your account and cease using the Services within the notice period without penalty, and you will retain access to any Media you have previously purchased. Your continued use of the Services after the effective date of a change constitutes your acceptance of the updated Terms. Non-material changes (such as clarifications, formatting updates, or typographical corrections) may take effect immediately upon posting with an updated effective date.
- 15.2 Severability.** If any provision of these Terms is found by a court or tribunal of competent jurisdiction to be invalid, illegal, or unenforceable, that provision will be severed or read down to the minimum extent necessary to make it valid and enforceable, and the remaining provisions will continue in full force and effect. The parties acknowledge that they would have entered into these Terms even in the absence of the severed provision.
- 15.3 Entire agreement.** These Terms, together with the Privacy Policy and any other policy or document expressly incorporated herein by reference, constitute the entire agreement between you and RaceCapture Inc. with respect to your use of the Services and supersede all prior or contemporaneous agreements, representations, warranties, negotiations, or understandings, whether oral or written, relating to the subject matter hereof. No representation, warranty, or undertaking not expressly set out in these Terms shall be relied upon or have any legal effect.
- 15.4 Assignment.** You may not assign, transfer, or sublicense any of your rights or obligations under these Terms without our prior written consent. We may assign these Terms, in whole or in part, without your consent in connection with a merger, acquisition, reorganization, financing, or sale of all or substantially all of our assets. In the event of such an assignment, we will provide reasonable notice through the Services or by email, and the assignee will assume all of our obligations under these Terms from the date of assignment.
- 15.5 Third-party providers.** The Services rely on third-party service providers, including Stripe, Inc. for payment processing and Amazon Web Services for hosting, storage, and facial-recognition infrastructure. Your use of certain features of the Services may be subject to those providers' own terms and conditions, which govern your relationship with those providers directly. RaceCapture is not responsible for the acts, omissions, errors, or service interruptions of any third-party provider. A current list of sub-processors and third-party providers used in connection with the Services is set out in the Privacy Policy.

- 15.6 Third-party links.** The Services may contain links to third-party websites, services, or resources that are not owned or controlled by RaceCapture. Such links are provided for your convenience only and do not constitute an endorsement or recommendation of those third-party resources. We have no control over the content, privacy policies, or practices of any third-party website and accept no responsibility for them. You access third-party websites at your own risk and subject to those websites' own terms and conditions.
- 15.7 Waiver.** No failure or delay by RaceCapture in exercising any right, power, or remedy under these Terms will operate as a waiver of that right, power, or remedy. No single or partial exercise of any right, power, or remedy will preclude any other or further exercise of it or the exercise of any other right, power, or remedy. A waiver of any provision of these Terms must be in writing and signed by an authorized representative of RaceCapture to be effective.
- 15.8 Force majeure.** RaceCapture will not be liable for any failure or delay in performing its obligations under these Terms to the extent that such failure or delay is caused by circumstances beyond its reasonable control, including acts of God, natural disasters, war, terrorism, civil unrest, government action, pandemic or epidemic, power failures, internet service disruptions, or third-party provider outages. In such circumstances, our obligations will be suspended for the duration of the force majeure event, and we will use commercially reasonable efforts to resume performance as soon as practicable.
- 15.9 Notices.** Notices to RaceCapture under these Terms must be in writing and sent by email to info@racecapture.ca, with a copy by prepaid post to RaceCapture Inc. at its registered address. We may provide notices to you by email to the address associated with your account or by posting a notice through the Services. Email notices are deemed received on the business day following transmission, provided no delivery failure notice is received. You are responsible for keeping your contact information current in your account.
- 15.10 Contact.** Questions, concerns, or requests relating to these Terms can be directed to RaceCapture Inc. by email at info@racecapture.ca. We will endeavour to respond to all enquiries within five (5) business days.

RaceCapture Inc.

Email: info@racecapture.ca

Website: <https://racecapture.ca>