



## TERMS AND CONDITIONS

Last Updated: March 23, 2016

THESE TERMS AND CONDITIONS ("**AGREEMENT**") CONSTITUTES A LEGAL AGREEMENT BETWEEN LOOPIO INC. ("**LOOPIO**") AND YOU AND IT GOVERNS YOUR USE OF THE WEBSITE [WWW.LOOPIO.COM](http://WWW.LOOPIO.COM) (THE "**WEBSITE**") THROUGH WHICH LOOPIO PROVIDES ACCESS TO ITS SOFTWARE PLATFORM HAVING THE FEATURES INDICATED ON THE WEBSITE FROM TIME TO TIME (COLLECTIVELY THE "**SERVICES**"). IF YOU ACCESS OR USE THE WEBSITE OR SERVICES, YOU ARE ACCEPTING TO DO SO ON THE TERMS OF THIS AGREEMENT.

IMPORTANT NOTE: THIS AGREEMENT CONTAINS IMPORTANT LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES AND LIABILITIES THAT ARE APPLICABLE TO THE SERVICES, SO YOU SHOULD READ IT CAREFULLY BEFORE USING THE SERVICES. BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY ACCEPTING A QUOTATION OR AN INVOICE THAT REFERENCES THIS AGREEMENT, YOU HEREBY AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE AN AGENT OR EMPLOYEE OF AN ENTITY, YOU REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY'S BEHALF AND TO BIND SUCH ENTITY, AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER.

### 1. GETTING STARTED

- 1.1 **Creating an Account.** You must create an account in order to use the Services on a free trial or subscription basis. Trials are discretionary and will only apply if you have been granted one by Loopio (generally after a demo of the Services). All users of the Services must create an account, You will be asked to provide certain basic information in order to purchase/use the Services. This information may include Your name, address, company (if applicable), telephone number, email address, credit card details.
- 1.2 **Personal Information.** When you register to use the Services and through your use of the Services we will have access to certain personal information. Please review our Privacy Policy, which forms an integral part of this Agreement, at <http://www.loopio.com/privacy> carefully as it sets out how we collect, store and use information about our users and will govern use of your personal information. If you do not agree with any of our privacy practices you must not use the Services.
- 1.3 **Restrictions on Use of the Services.** You may use the Services only for purposes as permitted by this Agreement and not to use the Services for any purpose prohibited by applicable law or regulation. You may not use the Services if you are a competitor of Loopio's, both Services provided under a trial evaluation and full subscription basis. Loopio reserves the right to modify or impose any limitations on the use of the Services at any time, with or without notice to you. In using the Services you shall not do any of the prohibited acts set out in Section 4 of this Agreement.



**1.4 Changes to the Licensed Materials.** You acknowledge and agree that you are not subscribing to the Services in the expectation of any future functionality. Loopio may, at no cost to You, alter, update or upgrade the Licensed Materials from time to time without any prior notice with any alternations, updates or upgrades which Loopio generally makes available to its other customers at no cost. Such changes may include bug fixes, new or modified features or changes to the user experience. If you do not like any changes to the Licensed Materials your sole remedy is to terminate your subscription. For greater certainty, Loopio may from time to time provide enhanced or new features or functionality that will be made available to customers only on payment of the applicable fees for such premium features or functionality.

## **2. TRIAL EVALUATIONS**

**2.1** If You request a free trial of the Services, Loopio may make those Services available to You free of charge for evaluation purposes until the end of the free trial period indicated by Loopio. Trial services are provided 'as is' without any warranty of any kind although Loopio will provide reasonable e-mail, in-application, and telephone support in connection with the use and operation of the Licensed Materials (as defined in Section 4.1) and Services and any problems therewith. Additional terms and conditions governing trial evaluations of the Services may be set out on the webpage and indicated at the time of sign up. Such terms should be read in conjunction with this Agreement as they will take precedence over any conflict or inconsistency with this Agreement. We reserve the right at all times (but will have no obligation) to terminate users and/or terminate any trial at any time without any liability whatsoever..

**2.2** ANY DATA YOU PROVIDE FOR PROCESSING DURING YOUR FREE TRIAL WILL BE DELETED BY LOOPIO AT THE END OF THE TRIAL PERIOD UNLESS YOU PURCHASE A SUBSCRIPTION FOR THE SERVICES OR EXPORT SUCH DATA BEFORE THE END OF THE TRIAL.

## **3. SUBSCRIPTION TERMS, TERM AND TERMINATION**

**3.1 Subscriptions.** You may subscribe for the Services after creating an account as indicated in Creating an Account (Section 1.1 above). Unless otherwise specified on the Website, Services are purchased as monthly subscriptions or annual subscriptions. Professional services are available on a time and materials or fixed quote basis as agreed with **Loopio** in a quotation or invoice provided by Loopio to You.

**3.2 Service Period and Renewals.** Services purchased will be provided to You for the period set out in the applicable quotation or invoice on the Website, and will automatically renew unless and until your subscription is terminated pursuant to Sections 3.3 or 3.4 below.

**3.3 Termination by You.** If You wish to terminate your subscription, You can do so at any time by canceling your subscription/automatic rebilling by e-mailing Loopio at [support@loopio.com](mailto:support@loopio.com). Your account will remain active until the end of the period which you have pre-paid for (e.g. monthly subscriptions will have access until the end of the month; annual subscriptions will have access until the end of the year). If you want your account deactivated before the next billing cycle you will need to provide Loopio with direct notification by email. Loopio can deactivate your account within 30 days of a request.



Recurring payments for periodic subscriptions are processed on the same day of the calendar month that you first subscribed in respect of that month if You acquire services on a monthly subscription basis or on the anniversary of the date on which you first subscribed in respect of an annual subscription.

**3.4 Termination by Loopio.** Loopio may under certain circumstances and without prior notice, immediately terminate the Trial or suspend all or a portion of your account and/or access to the Services. Cause for such termination or suspension shall include, but not be limited to: (a) violations of these Terms of Service; (b) a request by you to cancel or terminate your account; (c) discontinuance or material modification to the Loopio Service or any part thereof; (d) a request and/or order from law enforcement, a judicial body, or other government agency; (e) where provision of the Services to you is or may become unlawful; (f) unexpected technical or security issues or problems; or (g) your participation in fraudulent or illegal activities. Termination or suspension shall be made by Loopio in its sole discretion, and Loopio will not be responsible to you or any third party for any damages that may result or arise out of such termination or suspension of your account and/or access to the Services.

**3.5 Effect of Termination.** Upon termination of this Agreement Your access to and receipt of the Services will terminate. Loopio will not be liable in respect of any damage caused by the termination of this Agreement. If you are a paying subscriber, you have the right to request and receive a copy of your content from Loopio's systems if you make such request within 30 days of the effective date of termination. Such data will be provided in Microsoft Word and Excel formats..

#### **4. LICENCES AND PROPRIETARY RIGHTS**

**4.1 License Grant.** Subject to the terms of this Agreement and payment of the applicable fees, Loopio grants You a limited, personal, non-sublicensable, non-exclusive, non-transferrable, single, internal license and right to use the Services (including the underlying software and technology contained therein) ("**Licensed Materials**") for the purposes indicated on the Website when you subscribe. This license also includes the right to use any other applications that may be explicitly provided by Loopio for use of the Services. A license is required for each user of the Licensed Materials and Services. Any software provided to you is licensed, not sold.

**4.2 Third Party Components.** The Licensed Materials may incorporate and embed software and other technology owned and controlled by third parties. Any such third party software or technology that is incorporated in the Licensed Materials falls under the scope of this Agreement. Such third party software is licensed; not sold and will be provided to You on the license terms of this Agreement unless additional or separate license terms apply as indicated at the time of download.

**4.3 License Restrictions.** You shall use the Services solely as contemplated in this Agreement and shall not license, sublicense, sell, resell, lease, transfer, assign, distribute, time share or otherwise make the Licensed Materials available to any third party. You shall not: (a) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Licensed Materials except to the extent expressly agreed upon in writing by Loopio or to the extent that enforcement is prohibited by applicable law notwithstanding a contractual provision to the contrary; (b) circumvent any user limits or other use



restrictions that are built into the Services; (c) access the Services in order to (i) build a commercially competitive product or service; or (ii) copy any ideas, features, functions or graphics of the Services; or (d) share your user account with any third party.

- 4.4 Restrictions on Use of the Services.** You shall not (a) use, or permit the use of, the Services for an illegal purpose, criminal offence, intellectual property infringement, harassment (including annoying or offensive transmissions), or in a manner that would cause interference with network operations, attempt to bypass Loopio 's network, or rearrange, disconnect, remove, repair or otherwise interfere with any Services or facilities; or (b) remove any proprietary notices, labels, or marks from the Licensed Materials or modify, alter, or deface any of the trademarks, service marks, or other intellectual property made available through the Services nor use any of the foregoing except for the specific purpose for which such intellectual property is made available to You.
- 4.5 Lawful Purposes.** You will at any and all times comply with any and all laws, regulations and policies that may apply to the use of the Services in Your country, including applicable rules that govern the export or import of software. You will use the Services solely for lawful purposes. In this respect You may not, without limitation (i) use the Services to manage any illegal operations, (ii) use any type of spider, virus, worm, trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage or disassemble the technology underlying the Services (including our proprietary software which may be available for download on the Website), (iii) send any unsolicited commercial communication not permitted by applicable law; (iv) endanger any part of any system or Internet connection of Loopio or any third party; (v) use the Services to store any personal information from individuals who have not consented to your processing of their personal information.
- 4.6 Access to Your Account and Content.** You acknowledge and agree that Loopio may access, use, preserve and/or disclose your account information and content if legally required to do so or if we have a good faith belief that such access, use, disclosure, or preservation is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Loopio, its users or the public as required or permitted by law.
- 4.7 Exclusive Ownership.** Except for the rights and licenses granted in this Agreement, You acknowledge and agree that any and all intellectual property ("IP") rights to or arising from the Licensed Materials are and shall remain the exclusive property of Loopio and its licensors. Nothing in this Agreement intends to transfer any such IP rights to, or to vest any such intellectual property rights in, You. You are only entitled to the limited use of the intellectual property rights granted to You in this Agreement. You will not take any action to jeopardize, limit or interfere with Loopio's IP rights. Any unauthorized use of Loopio 's intellectual property rights is a violation of this Agreement as well as a violation of intellectual property laws and treaties, including without limitation copyright laws and trademark laws.
- 4.8 Content.** As between You and Loopio, You own the content You provide, create, store and process through the Services. Except for material we may license to you, Loopio does not claim ownership of the materials and/or content you submit through the Services ("Content") and we treat your Content as confidential information. However, by using the



Services you grant Loopio a worldwide, royalty-free, non-exclusive license to collect, use and store such Content solely for the purpose of providing you with the Services. Your Content is only accessible to our database administrators (unless you have selected to use migration services) and is not shared with anyone outside of Loopio without your prior consent. Said license will terminate when you or Loopio terminate your account. For the avoidance of doubt, Loopio will collect usage and service data in aggregate to develop marketing content or to provide the Services only. Loopio provides migration services, which are optional, and involves personnel at Loopio having full access to your application and visibility of all content in your account for the purpose of the Loopio employee(s) providing assistance to You in populating your database/library. Our personnel observe the requirements of Section 4.9 (Confidentiality) in providing this service.

**4.9 Confidentiality.** “Confidential Information” means information of a party (“Disclosing Party”) that the other party (“Receiving Party”) receives in connection with the Services, which based on the circumstances under which it was disclosed, a reasonable person would believe to be confidential to the Disclosing Party, including, without limitation, your RFP responses and any other non-public content posted, transmitted or accessed through the Services. A Receiving Party shall (i) limit access and use of Disclosing Party’s Confidential Information to those of Receiving Party’s employees and agents that require such access and use in connection with the Services; (ii) not disclose Disclosing Party’s Confidential Information to third parties, unless authorized under this Section of the Terms; (iii) protect the Disclosing Party’s Confidential Information as it protects its own Confidential Information, but in any event with not less than a reasonable degree of care; and (iv) not use the Disclosing Party’s Confidential Information for any purpose except as required to perform its obligations hereunder or as otherwise specifically permitted hereunder. Nothing in this Section shall prevent a Receiving Party from disclosing Confidential Information to a third party to the extent that such Confidential Information is: (i) previously known to the Receiving Party prior to disclosure by the Disclosing Party, without any obligation of confidentiality; (ii) publicly known or becomes publicly known through no breach of This Agreement by the Receiving Party; (iii) rightfully received from a third party under no confidentiality obligation with respect to the Confidential Information; or (iv) independently developed by the Receiving Party without use of the Disclosing Party’s Confidential Information.

**4.10 Feedback.** We welcome your suggestions, comments and feedback on the Services (“Feedback”) as it helps us to improve the product and our services. If you provide us with Feedback you agree that: (a) we are not subject to any confidentiality obligations in respect to the Feedback; (b) the Feedback is not confidential or proprietary information belonging to you or any third party and you have all of the necessary rights to disclose the Feedback to us; (c) Loopio (including all of its successors and assigns) may freely use Feedback without any restrictions; and (d) you are not entitled to receive any compensation or re-imbusement of any kind. For greater certainty, Feedback does not contain any Content.

## **5. PAYMENT TERMS**

**5.1 Fees, Payment & Charges.** Your access to and use of the Services is subject to Your payment of the applicable fees due for the Services selected by You (“Fees”) as set out on [www.loopio.com](http://www.loopio.com) or your invoice and all other applicable amounts, charges and taxes indicated when You purchase Services (or otherwise notified to You by Loopio from time



to time). Payments are due monthly in advance or annually in advance depending on your subscription package. All fees are non-refundable. Invoicing and receipts are processed electronically via email using third party services. For purchased Services that will be delivered to You electronically, You shall: (i) keep the billing, credit card and payment information You provide to Loopio or its suppliers or payment processors, including name, credit card number and expiry date, mailing address, email address and telephone number, accurate and up to date; otherwise, we may suspend the Services; (ii) promptly advise Loopio if Your credit card information changes due to loss, theft, cancellation or otherwise; (iii) be liable for Your failure to pay any Fees billed to You by Loopio caused by Your failure to provide Loopio with up to date billing information. To offset its additional processing costs, Loopio may bill You for reasonable administrative charges as set from time to time for administrative or account activities including: collection efforts due to non-payment or having a balance over Your credit limit; returned or rejected payments; or changes in personal identifier information. All such administrative charges charged to You will be indicated to You on Your invoice or receipt and You shall pay all such charges.

**5.2 Changes to Fees.** Loopio may change the Fees at any time upon reasonable notice to You by posting the change on the Website or sending notice via an email to the email address You provide on registration. Your continued access to and use of the Services after the change has come into effect constitutes Your acceptance of the change. If You do not accept the change, Your sole recourse is to terminate the Services.

**5.3 Taxes.** Fees do not include tax. You are responsible for paying all governmental sales, use, value-added, commodity, harmonized and other taxes imposed on Your purchase or use of the Services. To the extent Loopio is required to collect such taxes, the applicable tax will be added to Your billing account.

**5.4 Pre-authorized Payment.** By providing a credit card to Loopio as part of your account set-up for Your monthly or annual pre-authorized payments, You authorize Loopio to charge Your credit card for all outstanding Fees, taxes and charges and outstanding account balances due under the Agreement, and this constitutes Loopio 's good and sufficient authority for so doing.

**5.5 Service Suspension.** If Your pre-authorized payment fails, Loopio may deactivate or lock Your account within two (2) weeks of such default and collect Fees owing using other collection mechanisms. You are solely responsible for all charges incurred under Your account by You or third-parties.

## **6. TECHNICAL SUPPORT**

**6.1 Supported Browsers.** Although the Services operate with most internet browsers including Chrome, Safari and FireFox, Loopio recommends use of Google Chrome for an optimized experience. Although the Services may be accessed through Internet Explorer, Loopio does not support Internet Explorer. Support requests for Internet Explorer will result in a recommendation being provided that You migrate to a different browser in order to access and use the Services more fully.

**6.2 Technical Support.** Loopio provides support directly and through third party customer support software for resolving customer and technical support issues. Loopio will provide



support Monday through Friday from 9am ET to 6pm ET for the Services and will (i) use commercially reasonable efforts to make the Services available during the hours specified on the Website except for: (a) planned downtime (where at least 48 hours advance notice is provided), or (b) any unavailability caused by circumstances beyond Loopio's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Loopio employees), or Internet service provider failures or delays, and (iii) provide the Services only in accordance with applicable laws and government regulations.

**6.3 Maintenance Services.** Loopio provides upgrades to the Licensed Materials (including software) from time to time to provide new features and improvements, bug fixes and error corrections which will be available with subsequent releases. Hosting is provided by a third party provider on behalf of Loopio.

**6.4 Modes of Contact.** You may contact Loopio via its third party customer support software or via email at [support@loopio.com](mailto:support@loopio.com) or by phone at 1-844-456-6746.

## 7. LIABILITY PROVISIONS

### 7.1 Mutual Indemnification.

**7.1.1 Your Indemnity.** You shall defend and/or settle at Your own expense, any claim, demand, suit or other proceedings made or commenced against Loopio by a third party in relation to: (i) any content You submit, post, transmit or otherwise make available through the Services; (ii) your violation of any third party rights.

**7.1.2 LOOPIO Indemnity.** Loopio agrees to defend and/or settle at Loopio's own expense, any claim, demand, suit, or other proceeding made or brought against You by a third party in relation to an allegation that the use of the Licensed Materials as permitted hereunder infringes or misappropriates the intellectual property rights of a third party.

**7.1.3 Procedure.** The indemnifying party under Section 7.1.1 or 7.1.2 as applicable, shall pay all damages finally awarded by a court of competent jurisdiction to the third party claimant or any settlement amounts agreed by the indemnifying party. The indemnifying party's obligations under this Section 8.1 are subject to the condition that the indemnified party shall: (a) notify the indemnifying party promptly of any claims within ten (10) days of being served with a claim, (b) permit the indemnifying party to control the defense and settlement of such claims (provided that the indemnifying party's counsel reasonably consults with counsel that the indemnified party may engage, and (c) assist and cooperate with the indemnifying party, as requested by the indemnifying party at the indemnifying party's expense, in defending or settling the applicable claim.

**7.2** LOOPIO hereby represents and warrants to You that LOOPIO has the right to grant to You the access to the Licensed Materials provided hereunder and LOOPIO is not aware of any actual or threatened suit against LOOPIO by any third party based on an alleged violation of such rights by the Licensed Materials.

THE ABOVE-STATED LIMITED WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION, THE LICENSED MATERIALS ARE PROVIDED "AS IS" AND LOOPIO DOES NOT MAKE ANY



EXPRESS, IMPLIED OR STATUTORY WARRANTIES, CLAIMS OR REPRESENTATIONS WITH RESPECT TO THE LICENSED MATERIALS, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF QUALITY, PERFORMANCE, INTEGRITY OF DATA, MERCHANTABILITY, OR FITNESS FOR USE FOR A PARTICULAR PURPOSE. LOOPIO FURTHER DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR LICENSED MATERIALS WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE AND ERROR-FREE OR WILL OPERATE WITHOUT PACKET LOSS, NOR DOES LOOPIO WARRANT ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET.

**7.3 LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER LOOPIO NOR ANY OF ITS AFFILIATES, LICENSORS OR SUBCONTRACTORS SHALL HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES (WHETHER ARISING FROM THIS AGREEMENT, RELATED TO THE SOFTWARE, OR TO ANY SERVICES PROVIDED TO YOU BY LOOPIO (INCLUDING ITS AFFILIATES, LICENSORS, SUPPLIERS, SUBCONTRACTORS AND/OR DISTRIBUTORS) FOR ANY INDIRECT, RELIANCE, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFIT, LOSS OF OR DAMAGE TO DATA, BUSINESS INTERRUPTION, LOSS OF DATA, REPLACEMENT OR RECOVERY COSTS, OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER ARISING FROM CONTRACT, EQUITY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR ANY OTHER THEORY OF LIABILITY, EVEN IF LOOPIO (INCLUDING ITS AFFILIATES, LICENSORS, SUPPLIERS, SUBCONTRACTORS AND/OR DISTRIBUTORS) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR THEY ARE FORESEEABLE.

IN NO EVENT SHALL LOOPIO'S (INCLUDING ITS LICENSORS AND SUBCONTRACTORS) AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT.

THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT BUT FOR THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY, NEITHER LOOPIO NOR ANY OF ITS LICENSORS WOULD GRANT THE RIGHTS GRANTED IN THIS AGREEMENT. YOUR ONLY RIGHT OR REMEDY WITH RESPECT TO ANY PROBLEMS OR DISSATISFACTION WITH THE SERVICES IS TO IMMEDIATELY CEASE USE OF SUCH SERVICES.

## **8. GENERAL TERMS**

**8.1 Updates to Agreement.** Loopio reserves the right to modify this Agreement at any time by publishing the revised Agreement on the Website. The revised Agreement shall become effective within ten (10) days of such publication or provision to You, unless You expressly accept the revised Agreement earlier by clicking on the accept button. Your express acceptance or Your continued use of the Services after expiry of the notice period of ten (10) days shall constitute Your acceptance to be bound by the terms and conditions of the revised Agreement. You can find the latest version of this Agreement at [www.loopio.com](http://www.loopio.com).





- 8.2 Notices.** Loopio may provide you with notices regarding the Services, including changes to this Agreement, by email or by postings on the Website and/or via the Services.
- 8.3 Independent Contractors.** This Agreement does not create a partnership, franchise, joint venture or employment relationship between the parties
- 8.4 Logos.** Loopio may refer to You in Loopio's customer list and may use Your corporate name and logo for this purpose and on the Website. For the avoidance of doubt, Loopio will not use Your name, logo, any other trademark or trade-name of Yours for any other purposes without Your prior consent.
- 8.5 Severability.** Should any term or provision hereof be deemed invalid, void or unenforceable either in its entirety or in a particular application, the remainder of this Agreement shall nonetheless remain in full force and effect and the invalid, void or unenforceable portion will be severed from the Agreement.
- 8.6 Export Control.** Use of the Services may be subject to the export and import laws of the United States and other countries. You agree to comply with all applicable export and import laws and regulations. In particular, but without limitation, the Services may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Services, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Services for any purposes prohibited by United States or Canadian law.
- 8.7 Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of Ontario, Canada without giving effect to any conflict of laws or provisions whether contained in Canadian law or the laws of Your current state or country of residence. Any legal proceedings arising out of or relating to this Agreement will be subject to the jurisdiction of the courts of the province of Ontario, Canada. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.
- 8.8 Entire Agreement.** This Agreement (together with the [Loopio Privacy Policy](#)) constitute the entire agreement governing use of the Services during the Trial and all related activities. For greater certainty, This Agreement governs and will take precedence over any other version of This Agreement (whether on the Loopio website or within the Services). We reserve the right to modify or change the Services at any time without notice or liability to you. If any part of This Agreement is held to be unlawful, void, or unenforceable, that part shall be deemed severed and shall not affect the validity and enforceability of the remaining provisions. Our failure to exercise or enforce any right or provision under This Agreement shall not constitute a waiver of such right or provision. You may not assign any part of This Agreement or any rights or licenses granted hereunder, whether voluntarily, by operation of law, or otherwise without our prior written consent.

Questions/Contact. If you have any questions about This Agreement or if you wish to receive any additional information, provide feedback or raise any concerns in relation to the Services, please contact us at: [info@loopio.com](mailto:info@loopio.com).