



Website Terms of Use

Last Updated: January 2025

Loopio Inc. (“Loopio”, “we”, “us”, “our”) welcomes you to our website located at www.loopio.com (the “Website”). Please read the following terms of use (these “Terms”) before using the Website. By accessing and using the Website, you agree to be bound by these Terms. If you do not agree with these Terms, your sole recourse is to leave the Website immediately. A copy of these Terms may be downloaded, saved and printed for your reference.

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The Website is owned and operated by Loopio. Any and all content, data, graphics, photographs, images, audio, video, software, systems, processes, trademarks, service marks, trade names and other information including, without limitation, the “look and feel” of the Website (collectively, the “Content”) contained in this Website are proprietary to Loopio, its affiliates and/or third-party licensors. The Content is protected by applicable Canadian, United States and international copyright and trademark laws.

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LINKING

It is our goal to provide increased value to visitors to our Website; therefore, our Website might offer you links to other sites on the Internet that are owned and operated by third parties and therefore not affiliated with us. Please understand that such linked websites are independent from Loopio and that Loopio has no control



over the content of such websites. Consequently, Loopio cannot be held liable and makes no warranty or representation whatsoever as to the accuracy, timeliness and/or completeness of the information contained on such websites.

The links which we might place on our Website do not imply that we sponsor, endorse or are affiliated or associated with, or have been legally authorized to use any trade-mark, trade name, service mark, design, logo, symbol or other copyrighted materials displayed on or accessible through such sites.

USER CODE OF CONDUCT

As a condition of your continued access to and use of our Website, you agree to abide by all applicable federal, provincial, state, territorial, local and other laws and regulations and the "Code of Conduct" set forth below. Specifically, in addition, without limiting the foregoing, you agree not to:

a. upload, post, comment, e-mail or otherwise transmit any statements or material that:

i. constitutes unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation or commercial electronic message;

ii. infringes any patent, trade-mark, trade secret, copyright or other proprietary or privacy rights of any party;

iii. is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, racially, ethnically or otherwise objectionable, or an unfair product comparison;

iv. contains any form of destructive software such as a virus, worm, Trojan horse, time bomb, cancelbot, or any other harmful components or any other computer file, program or code, designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment; or

v. otherwise encourages criminal conduct or that would give rise to civil liability or otherwise violate any law or regulation in any jurisdiction.



- b. harvest or otherwise collect or store any information (including personally identifiable information) about other users of the Website, including e-mail addresses, without the express consent of such users;
- c. for the purpose of misleading others, create a false identity of the sender or the origin of a message, forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Website;
- d. attempt to gain unauthorized access to the Website, other computer systems or networks connected to the Website, through password mining or any other means;
- e. interfere with or disrupt networks or servers connected to the Website or violate the regulations, policies or procedures of such networks; and
- f. use, download or otherwise copy, or provide to any person or entity any Website users directory or other user or usage information or any portion thereof other than in the context of your use of the Website.

DISCLAIMER / LIMITATION OF LIABILITY

Although we strive to update and keep accurate as much as possible the Content contained on the Website, errors and/or omissions may occur and we cannot guarantee it is accurate and complete at all times.

ACCORDINGLY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THIS WEBSITE, INCLUDING THE CONTENT PROVIDED HEREIN, IS BEING PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. LOOPIO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. LOOPIO DOES NOT WARRANT THAT THE FUNCTIONS ON THE WEBSITE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

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THE POSSIBILITY OF SUCH DAMAGES. WE DO NOT WARRANT THE ACCURACY, COMPLETENESS, RELIABILITY OR CURRENCY OF ANY CONTENT.

INDEMNITY

You agree to indemnify and hold harmless Loopio, its affiliates, members, officers, employees, agents, and licensors from and against any and all losses, expenses, damages, claims, fines, penalties, costs and liabilities (including reasonable legal and accounting fees), resulting from your (or anyone acting under your password or username) use of this Website, connection thereto, or any alleged violation by you of these Terms of Use.

PRIVACY

Please review our [Privacy Policy](#) for information on the manner in which we collect, use, disclose and otherwise treat personal information.

ACCESSIBILITY STATEMENT

Loopio is committed to ensuring that our Website is accessible to all users, including those with disabilities. For more information, please review our [Accessibility Statement](#). If you encounter any accessibility issues while using our Website, please contact us at marketing@loopio.com.

CHANGES AND TERMINATION

Loopio reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website (or any part thereof) with or without notice. Further, Loopio reserves the right to change these Terms at any time and to notify you by posting an updated version of the Terms on this Website. You are responsible for regularly reviewing the Terms of Use, including, without limitation, by checking the "Last Updated" date at the top of this document. Continued use of the Website after any such changes shall constitute your consent to be bound by such changes, with continued provision of the use of the Website constituting consideration from Loopio to you for so being bound. Your only right with respect to any dissatisfaction with (1) these Terms, (2) any policy or practice of ours in operating the Website or (3) any Content available through the Website, is to stop visiting and using the Website.



TRADEMARKS

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APPLICABLE LAWS

These Terms shall be governed by and construed in accordance with the laws of the Province of Ontario and of the laws of Canada applicable therein, and any dispute is to be submitted to a court of competent jurisdiction in the judicial district of Toronto, Province of Ontario.

If any provision of the present Terms shall be unlawful, void, or for any reason unenforceable, then such provision shall be severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. A printed copy of these Terms and of any notice in electronic form shall be admissible in any judicial or administrative proceedings to the same extent and under the same conditions as other business documents and records originally generated and maintained in printed form.

NOTICE

Notices to you may be made via e-mail or regular mail, or in cases of changes to these Terms, by posting notices or links to such notices on the Website itself.

ENTIRE AGREEMENT

These, along with our Privacy Policy, any other legal notices or statements posted on the Website, and, if applicable, a Loopio Order Form and Terms and Conditions, constitutes the entire agreement between you and Loopio and supersedes any prior understandings or agreements (whether electronic, oral or written) regarding the subject matter, and may not be amended or modified except by Loopio as set forth above. In the event of a conflict between these Terms and the Loopio Order Form and Terms and Conditions, the terms and conditions of the Loopio Order Form prevails.

CONTACT



If you have any questions or comments regarding these Terms, please contact us at legal@loopio.com.