



# Customer Terms of Service

## **PLEASE READ THESE CUSTOMER TERMS OF SERVICE CAREFULLY.**

This is a contract between you (the Customer) and us, [IPSUM Vision Inc.](#) (IPSUM Vision).

It describes the services we will provide to you, how we will work together, and other aspects of our business relationship.

It is a legal document so some of the language is necessarily “legalese”, but we have tried to make it as readable as possible. These terms are so important that we cannot provide our products and services to you unless you agree to them.

By using the Subscription Service or receiving the Consulting Service, you are agreeing to these terms.

We periodically update these terms. If you have an active IPSUM Vision subscription, we will let you know when we do via an email or in-app notification.

Finally, we know legal terms can sometimes be difficult to navigate, so we wanted to give you a roadmap of the Agreement:

- ***Definitions.***

This is where we provide the detail on what the key defined terms in the Agreement mean. You can think of this kind of like a contractual dictionary.

- ***General Commercial Terms.***

Here's where you can find the basics about how our Subscription Service and Consulting Services are provided. For example, you can find information on access and acceptable use. These terms apply to all of our products and service offerings.

- ***Subscription Terms.***

Customers subscribe to use our software, and there are some fundamental terms that apply to each subscription.

- ***Product Disclosures.***

We offer several different products and there are some important things to know before you use them.

We've collected these important things and you can find them here.

- ***General Legal Terms.***

As we mention above, this is a contract, and contracts are filled with legal terms.

In this section, we've collected the many of the remaining legal terms that make up our Customer Terms of Service.

- ***Jurisdiction Specific Terms.***

With customers across the globe, this final section is where we address most of the differences in these terms that vary based on customer location.

## I. Definitions

**"Agreement"** means these Customer Terms of Service and all materials referred or linked to in here. If you are keeping track, the Customer Terms of Service used to be called the Terms of Use.

**"Paid Users"** means those types of Users (defined below) for which we charge you fees as set forth in our Product and Services Catalog.

**"Billing Period"** means the period for which you agree to prepay fees under an Order Form, which will be the same as or shorter than the Subscription Term. For example, if you

subscribe to the Subscription Service for a one (1) year Subscription Term, with a twelve (12) months upfront payment, the Billing Period will be twelve (12) months.

**"Communication Services"** means third-party forums, online communities, blogs, personal web pages, calendars, and/or other social media communication facilities (such as Facebook, Twitter and LinkedIn) linked to or from the Subscription Service that enable you to communicate with the public or with a private group.

**"Confidential Information"** means all information provided by you or us ("Discloser") to the other ("Receiver"), whether orally or in writing that is designated as confidential. Confidential Information will include Customer Data and information about the Discloser's business plans, technical data, and the terms of the Order. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Discloser or (ii) was known to the Receiver before receipt from the Discloser.

**"Contact"** means a single individual (other than a User) whose Contact Information is stored by you in the Subscription Service.

**"Contact Information"** means the name, email address, phone number, online user name(s), telephone number, and similar information submitted by visitors to your landing pages on the Subscription Service or uploaded by you to the Subscription Service.

**"Consulting Services"** means the professional services provided to you by us, which may include training services, installation, integration or other consulting services.

**"Crowdsourced Data"** means the information you submit to us to update the data in certain properties in our company database. Crowdsourced Data will not be considered Customer Data or Confidential Information for purposes of this Agreement.

**"Customer Data"** means all information that you submit or collect via the Subscription Service. Customer Data does not include Enrichment Data.

**"Customer Materials"** means all materials that you provide or post, upload, input or submit for public display through the Subscription Service.

**"Enrichment Data"** means the data we make available to you as part of the Subscription Service and Crowdsourced Data. Enrichment Data also includes information about Contacts, such as social media handles, avatars, and alternate email address that we obtain from public or third party sources.

**"Free Services"** means the Subscription Service or other products or features made available by us to you on an unpaid trial or free basis.

**"Maximum Users"** means the maximum number of Users you are permitted to use with the Subscription Service as identified in your Order Form, plus any Users added as part of an upgrade.

**"Order"** or **"Order Form"** means the IPSUM Vision-approved form or online subscription process by which you agree to subscribe to the Subscription Service and purchase Consulting Services. Most Orders are completed through our online payment process or via in-app purchase. The Order may be referred to as a **"Statement of Work"** if you are purchasing only Consulting Services.

**"Product and Services Catalog"** means IPSUM Vision's Product and Services Catalog available at [www.ipsumvision.com](http://www.ipsumvision.com), as updated by us from time-to-time.

**"IPSUM Vision Content"** means all information, data, text, messages, software, sound, music, video, photographs, graphics, images, and tags that we incorporate into the Subscription Service or Consulting Services, including Enrichment Data.

**"Sensitive Information"** means **(a)** credit or debit card numbers; personal financial account information; Social Security numbers or local equivalents; passport numbers; driver's license numbers or similar identifiers; passwords; racial or ethnic origin; physical or mental health condition or information; or other employment, financial or health information, including any information subject to the Health Insurance Portability and Accountability Act, the Payment Card Industry Data Security Standards, and other regulations, laws or industry standards designed to protect similar information; and **(b)** any information defined under EU data protection laws as **'Sensitive Personal Data'**.

**"Service"** means all of our web-based applications, tools and platforms that you have subscribed to by an Order Form or that we otherwise make available to you, and are developed, operated, and maintained by us.

**"Software as a service"** is a software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted.

**"Subscription Fee"** means the amount you pay for the Subscription Service.

**"Subscription Term"** means the initial term of your subscription to the applicable Subscription Service, as specified on your Order Form(s), and each subsequent renewal term (if any). For Free Services, the Subscription Term will be the period during which you have an account to access the Free Services.

**"Third-Party Products"** means non-embedded products and professional services that are provided by third parties which interoperate with or are used in connection with the Subscription Service. These products and services include non-IPSUM Vision apps available from, for example, the following: our integrations products page, partner directory, template marketplace, links made available through the Subscription Service and non-IPSUM Vision services.

**"Third-Party Sites"** means third-party websites linked to from within the Subscription Service, including Communications Services.

**"Users"** means your employees, representatives, consultants, contractors or agents who are authorized to use the Subscription Service for your benefit and have unique user identifications and passwords for the Subscription Service.

**"IPSUM Vision", "we", "us" or "our"** means the applicable contracting entity as specified in the 'Contracting Entity and Applicable Law' section.

**"You", "your" or "Customer"** means the person or entity using the Subscription Service or receiving the Consulting Services and identified in the applicable account record, billing statement, online subscription process, or Order Form as the customer.

## II. GENERAL COMMERCIAL TERMS

### 1. Access.

During the Subscription Term, we will provide you access to use the Subscription Service as described in this Agreement and the applicable Order. We may also provide you access to use our Free Services at any time by activating them in your IPSUM Vision account.

We might provide some or all elements of the Subscription Service through third party service providers.

### 2. Additional Features.

You may subscribe to additional features of the Subscription Service by placing an additional Order or activating the additional features from within your IPSUM Vision account (if this option is made available by us.). This Agreement will apply to all additional Order(s) and all additional features that you activate from within your IPSUM Vision account.

### 3. Availability.

We try to make the Subscription Service available 24 hours a day, 7 days a week, except for planned down-time for maintenance.

### 4. Consulting Services.

You may purchase Consulting Services by placing an Order with us. Unless we otherwise agree, the Consulting Services we provide are described in the Product and Services Catalog and will be delivered in English or French.

Fees for these Consulting Services are in addition to your Subscription Fee. If you purchase Consulting Services that recur, they will be considered part of your subscription and will renew in accordance with your subscription.

All Consulting Services are performed remotely or on-site, depending on order placed.

For Consulting Services performed on-site, you will reimburse us our reasonable costs for all expenses incurred in connection with the Consulting Services.

Any invoices or other requests for reimbursements will be due and payable within thirty (30) days of the date of the invoice.

If there are a specific number of hours included in the Consulting Services purchased, those hours will expire as indicated in the applicable description, which expiration period will commence upon purchase (the **"Expiration Period"**).

If there are deliverables included in the Consulting Services purchased, it is estimated that those deliverables will be completed within the time period indicated as the delivery period in the applicable description, which delivery period will commence upon purchase (the **"Delivery Period"**).

If the Consulting Services provided are not complete at the end of the Delivery Period due to your failure to make the necessary resources available to us or to perform your obligations, such Consulting Services will be deemed to be complete at the end of the Delivery Period and the Delivery Period could be extended after discussion, to allow us to complete such Consulting Services.

If the Consulting Services provided are not complete at the end of the Delivery Period due to our failure to make the necessary resources available to you or to perform our obligations, the Delivery Period could be extended after discussion, to allow us to complete such Consulting Services.

We might provide some or all elements of the Consulting Services through third party service providers if necessary.

Consulting Services are non-cancellable and all fees for Consulting Services are non-refundable.

## 5. Fees and Payments

### a. Subscription Fees.

The Subscription Fee will remain fixed during the Subscription Term unless you: **(i)** exceed your Maximum Users, Storage Limit or other applicable limits (see the 'Limits' section below), **(ii)** upgrade products or base packages, **(iii)** subscribe to additional features or products, or **(iv)** unless otherwise agreed to in the Order.

We will monitor or audit remotely the number of Users in the Subscription Service and the storage you use on the Subscription Service, if you reach the storage amount subscribe you will have to review your storage plan. If you are administrator for your company, this information is also made available to you in your IPSUM Vision account.

For our products that have applicable User limits, you will be charged fees according to all Extra Users.

### b. Fee Adjustments During a Billing Period.

The Subscription Fee will increase during a Billing Period up to the corresponding base package if you exceed the Storage Limit, add Paid Users, exceed other applicable limits, change products or subscribe to additional features for use during the Billing Period.

We may choose to decrease your fees upon written notice to you.

### c. Fee Adjustments at Renewal.

For each of our products, upon renewal, your subscription will be renewed with the same number of Users, Storage capacity and upgrades options at the end of your then-current Subscription Term. If you want to change any option on the subscription, you have to notify



us by mail or email before the renewal hereunder “Notice of Non-Renewal”. For more detail on renewal pricing, see the “Term and Renewal” section below.

**d. Payment by credit card.**

If you are paying by credit card, you authorize us to charge your credit card or bank account for all fees payable during the Subscription Term.

When you paid by credit card the payment is processed through a third party “Paypal” and you provide your payment information to such third party. PayPal Legal documents are available on PayPal website.

**e. Payment against invoice.**

If you are paying by invoice, we will invoice you no more than forty-five (45) days before the beginning of the Subscription Term and each subsequent Billing Period, and other times during the Subscription Term when fees are payable. All amounts invoiced are due and payable within thirty (30) days from the date of the invoice, unless otherwise specified in the Order Form.

**f. Payment Information.**

You will keep your contact information, billing information and credit card information (where applicable) up to date.

Changes may be made on your Billing Page within your IPSUM Vision account.

All payment obligations are non-cancelable and all amounts paid are non-refundable, except as specifically provided for in this Agreement.

All fees for “Software as a service” are due and payable in advance throughout the Subscription Term.

**g. Sales Tax.**

All fees are exclusive of taxes, which we will charge as applicable. You agree to pay any taxes applicable to your use of the Subscription Service and performance of Consulting Services.

You shall have no liability for any taxes based upon our gross revenues or net income.

If you are located in the European Union, all fees are exclusive of any VAT and you represent that you are registered for VAT purposes in your member state.

At our request, you will provide us with the VAT registration number under which you are registered in your member state.

If you are subject to GST, all fees are exclusive of GST.

If you are required to deduct or withhold any tax, you must pay the amount deducted or withheld as required by law and pay us an additional amount so that we receive payment in full as if there were no deduction or withholding.

**6. Use and Limitations of Use**

By using the Subscription Service or receiving the Consulting Services from IPSUM Vision, you are agreeing to comply with our Acceptable Use Policy below:

**a. Acceptable Use.**

You agree not to use the IPSUM Vision products and services in a way that impacts the normal operation, privacy, integrity or security of another's property.

Another's property includes another's account(s), domain name(s), URL(s), website(s), network(s), system(s), facilities, equipment, data, other information, or business operations.

You also agree not to use the IPSUM Vision products and services to gain unauthorized access to, use, monitor, make an unauthorized reference to, another's property, unless you have the appropriate express prior consent to do so.

You also agree not to use the IPSUM Vision products and services in a way that causes or may cause any IPSUM Vision IP addresses, IPSUM Vision domains, or IPSUM Vision customer domains to be blacklisted.

These restrictions apply regardless of your intent and whether or not you act intentionally or unintentionally.

You will respect the limits that apply to your use the IPSUM Vision products and services as specified in the Product and Services Catalog available at [www.ipsumvision.com](http://www.ipsumvision.com) (the **“Service Limits”**).

In addition, and without limiting the other requirements in this Acceptable Use Policy, you may not (directly or indirectly) use the IPSUM Vision products and services with content, or in a manner that: is threatening, abusive, harassing, stalking, or defamatory; is deceptive, false, misleading or fraudulent; is invasive of another's privacy or otherwise violates another's legal rights (such as rights of privacy and publicity); contains vulgar, obscene, indecent or unlawful material; infringes a third party's intellectual property right(s); publishes, posts, uploads, or otherwise distributes any software, music, videos, or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you have all necessary rights and consents to do so; uploads files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another person's computer; downloads any file that you know, or reasonably should know, cannot be legally distributed in that way; falsifies or deletes any author attributions, legal or proprietary designations, labels of the origin or source of software, or other material contained in a file that is uploaded; restricts or inhibits any other user of the IPSUM Vision products and services from using and enjoying our website and/or the IPSUM Vision products and service; harvests or otherwise collects information about others, including e-mail addresses, without their consent; violates the usage standards or rules of

an entity affected by your use, including without limitation any ISP, ESP, or news or user group (and including by way of example and not limitation circumventing or exceeding equipment use rights and restrictions and/or location and path identification detail); is legally actionable between private parties; is in violation of any applicable local, state, national or international law or regulation, including all export laws and regulations and without limitation the Controlling the Assault of Non-Solicited Pornography and Marketing Act (CAN-SPAM Act) (15 U.S.C. § 7701 et seq.), the U.S Telephone Consumer Protection Act of 1991 (47 U.S.C. § 227), the Do-Not-Call Implementation Act of 2003 (15 U.S.C. § 6152 et seq.; originally codified at § 6101 note), the Directive 2000/31/EC of the European Parliament and Council of 8 June 2000, on certain legal aspects of information society services, in particular, electronic commerce in the Internal Market ('Directive on Electronic Commerce'), along with the Directive 2002/58/EC of the European Parliament and Council of 12 July 2002, concerning the processing of personal data and the protection of privacy in the electronic communications sector ('Directive on Privacy and Electronic Communications'), regulations promulgated by the U.S. Securities Exchange Commission, any rules of national or other securities exchange, including without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, the Personal Information Protection and Electronic Documents Act (PIPEDA) (S.C. 2000, c. 5), Canada's Anti-Spam Legislation (CASL) (S.C. 2010, c. 23), Japan's Act on Regulation of Transmission of Specified Electronic Mail (Act No. 26 of April 17, 2002) and any regulations having the force of law or laws in force in your or your email recipient's country of residence.

**b. Prohibited and Unauthorized Use.**

You will not **(i)** use or launch any automated system, including, "robots," "spiders," or "offline readers," that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional browser; **(ii)** use the Subscription Service in any manner that damages, disables,

overburdens, or impairs any of our websites or interferes with any other party's use of the Subscription Service; **(iii)** attempt to gain unauthorized access to the Subscription Service; **(iv)** access the Subscription Service other than through our interface; or **(v)** use the Subscription Service for any purpose or in any manner that is unlawful or prohibited by this Agreement.

You may not use the Subscription Service if you are legally prohibited from receiving or using the Subscription Service under the laws of the country in which you are resident or from which you access or use the Subscription Service.

You agree not to use data from the Subscription Service in legal proceedings or otherwise as evidence.

You will notify us right away of any unauthorized use of your Users' identifications and passwords or your account by contacting us at to 175 Longwood Road South Hamilton, Ontario L8P 0A1, Canada (mail), [contact@ipsumvision.com](mailto:contact@ipsumvision.com) (email) or call 647-271-2613 (phone).

**c. No Sensitive Information.**

YOU AGREE NOT TO USE THE SUBSCRIPTION SERVICE TO COLLECT, MANAGE OR PROCESS SENSITIVE INFORMATION.

WE WILL NOT HAVE ANY LIABILITY THAT MAY RESULT FROM YOUR USE OF THE SUBSCRIPTION SERVICE TO COLLECT OR MANAGE SENSITIVE INFORMATION.

**d. Use of Communication Services.**

You agree to use Communication Services only in compliance with any terms of use specified by each Communication Service.

We do not control the content, messages or information found in the Communication Services.

We will not have any liability with regards to the Communication Services and any actions resulting from your use of the Communication Services.

#### **e. Viruses**

While every effort is made to ensure that all information provided at the site does not contain computer viruses you should take reasonable and appropriate precautions to scan for computer viruses and should ensure that have a complete and current backup of the applicable items of information contained on your computer system.

You should pay specific attention to some of the newer viruses that have been written to automatically execute when an infected word processing document is loaded into certain word processing program. Ipsum Vision cannot be responsible for viruses you can get and the damage they could cause.

#### **f. Third-Party Sites and Products.**

Third-Party Sites and Products are not under our control.

Ipsum Vision is not responsible for the content of any linked site or any link contained in a linked site.

Third-Party Sites and Products are provided to you only as a convenience, and the availability of any Third-Party Site or Product does not mean we endorse, support or warrant the Third-Party Site or Product.

## **7. Subscription Term, Termination, Suspension**

### **a. Term and Renewal.**

Your initial subscription period will be specified in your Order, and your subscription will automatically renew for the shorter of the subscription period, or one year.

To prevent renewal of the subscription, the required notice must be provided within the timeframe as specified in the 'Subscription Types' section below.

If you add products during the Subscription Term, the fees for these additional products will be pro-rated and they will renew along with your subscription, unless otherwise indicated in your Order.

The renewal pricing set forth in your Order will apply, subject to adjustment as specified in the 'Fees and Payments' section above. If renewal pricing is not included in your Order, then our standard pricing available in our Product and Services Catalog on the date of renewal will apply. If you use our Free Services, we will make the Free Services available to you free of charge until earlier of **(a)** the date on which your free subscription is terminated or **(b)** the start date of your paid subscription.

See the 'Limits' section below for the applicability of product limits on renewal.

#### **b. No Early Termination; No Refunds.**

The Subscription Term will end on the expiration date and the subscription cannot be cancelled early. We do not provide refunds if you decide to stop using the IPSUM Vision subscription during your Subscription Term.

#### **c. Termination for Cause.**

Either party may terminate this Agreement for cause, as to any or all Subscription Services: **(i)** upon thirty (30) days' notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or **(ii)** immediately, if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, liquidation or assignment for the benefit of creditors.

**(iii)** We may also terminate this Agreement for cause on thirty (30) days' notice if we determine that you are acting, or have acted, in a way that has or may negatively reflect on or affect us, our prospects, or our customers.

This Agreement may not otherwise be terminated prior to the end of the Subscription Term.

**d. Suspension for Prohibited Acts.**

We may suspend any User's access to any or all Subscription Services without notice for: **(i)** use of the Subscription Service in a way that violates applicable local, state, federal, or foreign laws or regulations or the terms of this Agreement, **(ii)** repeated instances of posting or uploading material that infringes or is alleged to infringe on the copyright or trademark rights of any person or entity.

We may, without notice, review, edit and delete any Customer Data or Customer Materials that we determine in good faith violate these terms or the Acceptable Use Policy, provided that, we have no duty to pre-screen, control, monitor or edit your Customer Data or Customer Materials.

**e. Suspension for Non-Payment.**

We will provide you with notice of non-payment of any amount due. Unless the full amount has been paid, we may suspend your access to any or all of the Subscription Services ten (10) days after such notice. We will not suspend the Subscription Service while you are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute. If a Subscription Service is suspended for non-payment, we may charge a re-activation fee to reinstate the Subscription Service.

**f. Suspension for Present Harm.**

If your website, or use of, the Subscription Service: **(i)** is being subjected to denial of service attacks or other disruptive activity, **(ii)** is being used to engage in denial of service attacks or other disruptive activity, **(iii)** is creating a security vulnerability for the Subscription Service or others, **(iv)** is consuming excessive bandwidth, or **(v)** is causing harm to us or others,



then we may, with electronic or telephonic notice to you, suspend all or any access to the Subscription Service. We will try to limit the suspension to the affected portion of the Subscription Service and promptly resolve the issues causing the suspension of the Subscription Service.

Nothing in this clause limits our right to terminate for cause as outlined above, if we determine that you are acting, or have acted, in a way that has or may negatively reflect on or affect us, our prospects, or our customers.

#### **g. Suspension and Termination of Free Services.**

We may suspend, limit, or terminate the Free Services for any reason at any time without notice. We may terminate your subscription to the Free Services due to your inactivity.

#### **h. Effect of Termination or Expiration.**

If your paid subscription is terminated or expires, we may choose to continue to make available to you our Free Services, and you will continue to be subject to this Agreement for as long as you have access to a IPSUM Vision account.

Upon termination or expiration of this Agreement, you will stop all use of the affected Subscription Service and IPSUM Vision Content, and if we request, you will provide us written confirmation that you have discontinued all use of Enrichment Data (unless, of course, you have a source other than the Subscription Service for such Enrichment Data.) We will provide you the opportunity to retrieve Customer Data after termination or expiration as specified in the 'Retrieval of Customer Data' section below.

If you terminate this Agreement for cause, we will promptly refund any prepaid but unused fees covering use of the Subscription Service after termination.

If we terminate this Agreement for cause, you will promptly pay all unpaid fees due through the end of the Subscription Term.

Fees are otherwise non-refundable.

### III. SUBSCRIPTION TYPE TERMS

#### **a. Subscription Types.**

We offer different levels of subscription as described in our products and services catalog. There are different terms that apply depending on the subscription you purchase, and we cover those differences in this section. Unless otherwise agreed to in an Order, the following subscription types apply to the products specified:

#### **b. Limits.**

The limits that apply to you will be specified in your Order Form, this Agreement or in our Product and Services Catalog, and for our Free Subscriptions, these limits may also be designated only from within the product itself.

You must be 18 years of age (or 20 years of age, if you are subject to the laws of Japan) or older to use the Subscription Service.

For our Full-Service Subscriptions, if we make modifications to the limits set forth in the Product and Services Catalog that would negatively impact you, these modifications will not apply to you until the start of your next renewal Subscription Term.

On renewal, the current product usage limits in our Product and Services Catalog will apply to your subscription, unless you and we otherwise agree.

For our Limited Service Subscriptions, we may change the limits that apply to you at any time in our sole discretion.

For our Free Subscriptions, we may change the limits that apply to your use at any time in our sole discretion without notice to you, regardless of whether or not these are used in conjunction with other products or services for which you pay us a fee.

#### **c. Downgrades.**

For our Full-Service Subscriptions, you may not downgrade your subscription and in order to avoid additional charges, you should purchase the appropriate tier of Subscription Service for your anticipated needs.

For our Limited Service Subscriptions, you may downgrade your subscription at the start of your next renewal Subscription Term, as specified in the 'Fee Adjustments at Renewal' section above.

#### **d. Modifications.**

We modify the Subscription Service from time to time, including by adding or deleting features and functions, in an effort to improve your experience.

For our Full-Service Subscriptions, we will not make changes to the Subscription Service that materially reduce the functionality provided to you during the Subscription Term.

For our Limited Service Subscriptions and Free Subscriptions, we may make changes that materially reduce the functionality provided to you during the Subscription Term.

#### **e. Customer Support.**

If you pay us a Subscription Fee, phone, email and in-app support is included at no additional cost.

Phone support for these Subscriptions is available during support hours (Monday to Friday from 9am to 5pm EST) with reduced hours during Canadian holidays.

We accept email and in-app support questions 24 Hours perDay x 7 Days per Week.

Email and in-app responses are provided during phone support hours only.

We attempt to respond to email and in-app support questions within one business day; in practice, our responses are generally even faster.

We do not promise or guarantee any specific response time.

#### **f. Notice of Non-Renewal.**

Your subscription will automatically renew according to the 'Term and Renewal' section above. Unless otherwise specified in your Order, to prevent renewal of a Full-Service Subscription, you or we must give written notice of non-renewal and this written notice must be received no less than ten (10) days in advance of the end of the Subscription Term. If you decide not to renew, you may send the notice of non-renewal by email to [contact@ipsumvision.com](mailto:contact@ipsumvision.com)

Unless otherwise specified in your Order, to prevent renewal of a Limited Service Subscription, you or we must give written notice of non-renewal and this written notice must be received before the next renewal period begins.

If you decide not to renew, you may send this non-renewal notice to us by indicating that you do not want to renew by turning auto-renew off by accessing the billing details information in your IPSUM Vision account, or by following the steps here, as applicable.

To prevent continuation of the Subscription Term of a Free Subscription, you or we may close your account.

#### **g. Retrieval of Customer Data.**

If you make a written request within thirty (30) days after termination or expiration of your subscription, we will provide you with temporary access to the Subscription Service to retrieve, or we will provide you with copies of, all Customer Data then in our possession or control. If we provide you with temporary access to the account, we may charge a re-activation fee. We may withhold access to Customer Data until you pay any fees owed to us. Thirty (30) days after termination or expiration of your Subscription, we will have no obligation to maintain or provide you the Customer Data and may, unless legally prohibited, delete all Customer Data in our systems or otherwise in our control.

## **IV. GENERAL LEGAL TERMS**

**a. Customer Data**

How we use your Data is explained in details in our Privacy Policy. Please refer to that link : [www.ipsumvision.com/en/privacypolicy](http://www.ipsumvision.com/en/privacypolicy).

**b. IPSUM Vision's Proprietary Rights.**

This is an Agreement for access to and use of the Subscription Service, and you are not granted a license to any software by this Agreement.

The Subscription Service and Consulting Services are protected by intellectual property laws, they belong to and are the property of us or our licensors (if any), and we retain all ownership rights to them.

You agree not to copy, rent, lease, sell, distribute, or create derivative works based on the IPSUM Vision Content, the Subscription Service, or the Consulting Service in whole or in part, by any means, except as expressly authorized in writing by us.

If we make **"Enrichment Data"** available to you, then you may only use that Enrichment Data in connection with your use of the Subscription Service (unless, of course, you have a source other than the Subscription Service for such Enrichment Data.) Enrichment Data may be made available to you based on Customer Data, but we will not use your Customer Data to enrich data for other parties.

The Enrichment Data we provide may be provided from or through third party service providers or public sources.

We encourage all customers to comment on the Subscription Service or Consulting Service, provide suggestions for improving it, and vote on suggestions they like.

You agree that all such comments and suggestions will be non-confidential and that we own all rights to use and incorporate them into the Subscription Service or Consulting Services, without payment or attribution to you.

**c. Customer's Proprietary Rights.**

As between the parties, you own and retain all rights to the Customer Materials and Customer Data.

This Agreement does not grant us any ownership rights to Customer Materials or Customer Data. You grant permission to us and our licensors to use the Customer Materials and Customer Data only as necessary to provide the Subscription Service and Consulting Service to you and as permitted by this Agreement. If you are using the Subscription Service or receiving Consulting Service on behalf of another party, then you represent and warrant that you have all sufficient and necessary rights and permissions to do so.

**d. Confidentiality.**

The Receiver will: **(i)** protect the confidentiality of the Confidential Information using the same degree of care that it uses with its own confidential information of similar nature, but with no less than reasonable care, **(ii)** not use any Confidential Information for any purpose outside the scope of this Agreement, **(iii)** not disclose Confidential Information to any third party (except our third party service providers), and **(iv)** limit access to Confidential Information to its employees, contractors, advisors and agents.

Upon notice to the Discloser, the Receiver may disclose Confidential Information if required to do so under any federal, state, or local law, statute, rule or regulation, subpoena or legal process.

**e. Publicity.**

You grant us the right to add your name and company logo to our customer list and website.

**f. Indemnification.**

You will indemnify, defend and hold us harmless, at your expense, against any third-party claim, suit, action, or proceeding (each, an "Action") brought against us (and our officers,

directors, employees, agents, service providers, licensors, and affiliates) by a third party not affiliated with us to the extent that such Action is based upon or arises out of **(a)** unauthorized or illegal use of the Subscription Service by you, **(b)** your noncompliance with or breach of this Agreement, **(c)** your use of Third-Party Products, or **(d)** the unauthorized use of the Subscription Service by any other person using your User information.

We will: notify you in writing within thirty (30) days of our becoming aware of any such claim; give you sole control of the defense or settlement of such a claim; and provide you (at your expense) with any and all information and assistance reasonably requested by you to handle the defense or settlement of the claim.

You shall not accept any settlement that **(i)** imposes an obligation on us; **(ii)** requires us to make an admission; or **(iii)** imposes liability not covered by these indemnifications or places restrictions on us without our prior written consent.

#### **g. Disclaimers; Limitations of Liability**

✓ *Disclaimer of Warranties.*

WE AND OUR AFFILIATES AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE SUBSCRIPTION SERVICE, DATA MADE AVAILABLE FROM THE SUBSCRIPTION SERVICE, IPSUM Vision CONTENT, OR THE CONSULTING SERVICES FOR ANY PURPOSE. APPLICATION PROGRAMMING INTERFACES (APIs) MAY NOT BE AVAILABLE AT ALL TIMES. TO THE EXTENT PERMITTED BY LAW, THE SUBSCRIPTION SERVICE, IPSUM Vision CONTENT AND CONSULTING SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. WE DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH REGARD TO THE SUBSCRIPTION SERVICE AND THE CONSULTING SERVICES, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON INFRINGEMENT.

✓ *No Indirect Damages.*

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, DATA OR BUSINESS OPPORTUNITIES; PROVIDED THAT, THIS LIMITATION SHALL NOT APPLY TO YOU IF YOU ONLY USE THE FREE SERVICES.

✓ *Limitation of Liability.*

EXCEPT FOR YOUR LIABILITY FOR PAYMENT OF FEES, YOUR LIABILITY ARISING FROM YOUR OBLIGATIONS UNDER THE 'INDEMNIFICATION' SECTION, AND YOUR LIABILITY FOR VIOLATION OF OUR INTELLECTUAL PROPERTY RIGHTS, IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, EITHER PARTY IS DETERMINED TO HAVE ANY LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTY, THE PARTIES AGREE THAT THE AGGREGATE LIABILITY OF A PARTY WILL BE LIMITED TO THE LESSER OF FIVE THOUSAND U.S. DOLLARS OR THE TOTAL AMOUNTS YOU HAVE ACTUALLY PAID FOR THE SUBSCRIPTION SERVICE IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM;

PROVIDED HOWEVER, THIS LIMITATION SHALL NOT APPLY TO YOU IF YOU ONLY USE THE FREE SERVICES, AND IN THIS CASE, IF WE ARE DETERMINED TO HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY ARISING FROM YOUR USE OF THE FREE SERVICES, THEN OUR AGGREGATE LIABILITY WILL BE LIMITED TO ONE HUNDRED U.S. DOLLARS.

✓ *Third Party Products.*

WE DISCLAIM ALL LIABILITY WITH RESPECT TO THIRD-PARTY PRODUCTS THAT YOU USE. OUR LICENSORS SHALL HAVE NO LIABILITY OF ANY KIND UNDER THIS AGREEMENT.

✓ *Agreement to Liability Limit.*

YOU UNDERSTAND AND AGREE THAT ABSENT YOUR AGREEMENT TO THIS LIMITATION OF LIABILITY, WE WOULD NOT PROVIDE THE SUBSCRIPTION SERVICE TO YOU.



## **h. Miscellaneous**

### *✓ Amendment; No Waiver.*

We may update and change any part or all of these Customer Terms of Service, including the fees and charges associated with the use of the Subscription Service (but, your fees and charges won't change during the Subscription Term except as we explain in the 'Fees and Payments' section above.)

If we update or change these Customer Terms of Service, the updated Customer Terms of Service will be posted at [www.ipsumvsn.com](http://www.ipsumvsn.com) and we will let you know via email or in-app notification.

The updated Customer Terms of Service will become effective and binding on the next business day after it is posted.

When we change these Customer Terms of Service, the "Last Modified" date will be updated to reflect the date of the most recent version.

For the Product Disclosures page, if we make updates or changes we will provide notice of those changes at our discretion. The updated Product Disclosures page will be effective upon posting. We encourage you to review these Customer Terms of Service periodically.

If you do not agree with a modification to the Customer Terms of Service, you must notify us in writing within thirty (30) days after receiving notice of modification. If you give us this notice, your subscription will continue to be governed by the terms and conditions of the Customer Terms of Service prior to modification for the remainder of your current term. Upon renewal, the Customer Terms of Service published by us on our website will apply.

No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.

### *✓ Force Majeure.*

Neither party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party.

Each party will use reasonable efforts to mitigate the effect of a force majeure event.

✓ *Actions Permitted.*

Except for actions for nonpayment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

✓ *Relationship of the Parties.*

You and we agree that no joint venture, partnership, employment, or agency relationship exists between us.

✓ *Compliance with Laws.*

We will comply with all Canadian state and Ontario federal laws (where applicable) in our provision of the Subscription Service, the Consulting Services and our processing of Customer Data. We reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, legal process or governmental request. You will comply with all laws in your use of the Subscription Service and Consulting Services, including any applicable export laws. You must comply with all applicable laws related to the recording of phone calls and ensure all proper consent to record is obtained prior to making any such recording.

You will not directly or indirectly export, re-export, or transfer the Subscription Service or Consulting Services to prohibited countries or individuals or permit use of the Subscription Service or Consulting Services by prohibited countries or individuals.

✓ *Severability.*

If any part of this Agreement or an Order Form is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

✓ *Notices.*

Notice will be sent to the contact address set forth herein, and will be deemed delivered as of the date of actual receipt.

To your address as provided in our IPSUM Vision Subscription account information for you. We may give electronic notices by general notice via the Subscription Service and may give electronic notices specific to you by email to your e-mail address(es) on record in our account information for you or through the notifications center of the Subscription Service. We may give notice to you by telephone calls to the telephone numbers on record in our account information for you.

You must keep all of your account information current.

✓ *Entire Agreement.*

This Agreement (including each Order), along with our Privacy Policy and AUP, is the entire agreement between us for the Subscription Service and Consulting Services and supersedes all other proposals and agreements, whether electronic, oral or written, between us.

We object to and reject any additional or different terms proposed by you, including those contained in your purchase order, acceptance or website.

Our obligations are not contingent on the delivery of any future functionality or features of the Subscription Service or dependent on any oral or written public comments made by us regarding future functionality or features of the Subscription Service.

We might make versions of this Agreement available in languages other than English.

If we do, the English version of this Agreement will govern our relationship and the translated version is provided for convenience only and will not be interpreted to modify the English version of this Agreement.

✓ *Assignment.*

You will not assign or transfer this Agreement, including any assignment or transfer by reason of merger, reorganization, sale of all or substantially all of your assets, change of control or operation of law, without our prior written consent, which will not be unreasonably withheld.

We may assign this Agreement to any affiliate or in the event of merger, reorganization, sale of all or substantially all of our assets, change of control or operation of law.

✓ *No Third Party Beneficiaries.*

Nothing in this Agreement, express or implied, is intended to or shall confer upon any third party person or entity any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

✓ *Contract for Services.*

This Agreement is a contract for the provision of services and not a contract for the sale of goods. The parties agree that the legislation on the Sale of Goods shall not govern this Agreement or the rights and obligations of the parties under this Agreement.

✓ *Authority.*

Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms.

✓ *Survival.*

The following sections shall survive the expiration or termination of this Agreement: 'Definitions', 'Fees and Payments', 'Prohibited and Unauthorized Use', 'No Early Termination; No Refunds', 'Termination for Cause', 'Suspension for Prohibited Acts', 'Suspension for Non-Payment', 'Suspension for Present Harm', 'Suspension and Termination of Free Services', 'Effect of Termination or Expiration', 'Retrieval of Customer Data', 'Crowdsourced Data', 'Alpha/Beta Services', 'IPSUM Vision's Proprietary Rights', 'Customer's Proprietary Rights', 'Confidentiality', 'Publicity', 'Indemnification', 'Disclaimers; Limitations of Liability', 'Miscellaneous' and 'Contracting Entity and Applicable Law'.n. Precedence.

In the event of a conflict between the terms of this Agreement and an Order, the terms of the Order shall control, but only as to that Order.

## **V. JURISDICTION SPECIFIC TERMS FOR EUROPEAN UNION (EU)/EUROPEAN ECONOMIC AREA (EEA)**

To the extent that IPSUM Vision processes any Personal Data as part of Customer Data that is subject to the General Data Protection Regulation (the "GDPR"), on Customer's behalf, in the provision of the services hereunder, the terms of the IPSUM Vision Data Processing Agreement, which are hereby incorporated by reference, shall apply.

For customers that are located in the European Union or the European Economic Area, the Standard Contractual Clauses adopted by the European Commission, attached to the Data Processing Agreement, with IPSUM Vision, Inc., which provide adequate safeguards with

respect to the personal data processed by us under this Agreement and pursuant to the provisions of our Data Processing Agreement apply. You acknowledge in all cases that IPSUM Vision acts as the data processor of Customer Data and you are the data controller of Customer Data under applicable data protection regulations in the European Union and European Economic Area.

Customer will obtain and maintain any required consents necessary to permit the processing of Customer Data under this Agreement.

If you are subject to the GDPR you understand that if you give an integration provider access to your IPSUM Vision account, you serve as the data controller of such information and the integration provider serves as the data processor for the purposes of those data laws and regulations that apply to you.

In no case are such integration providers our sub-processors.

If you have any questions about this Terms of Use, please contact us at [contact@ipsumvision.com](mailto:contact@ipsumvision.com) or by writing to:

Sales Department

IPSUM Vision, Inc.

66 Skyline Dr

Dundas, On

L9H3S6 CANADA