

These Terms of Service (“Terms”, “Terms of Service”) effective as of July 13 2022, is made between “Customer” and “Dedupely”, “us”, “we”, “our”. Dedupely and Customer are also designated as “the Parties,” or individually as “the Party.” Notwithstanding any general terms and conditions on Dedupely’s website, specifically at <https://dedupe.ly/terms-of-service/>, the terms herein govern and control the relationship.

Please read these Terms of Service carefully before using the Service.

Customer’s access to and use of the Service is based on Customer’s acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service Customer agrees to be bound by these Terms and accept all legal consequences.

1. Accounts

When Customer creates an account with us, Customer must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of Customers account on our Service.

Customer is responsible for safeguarding the password that Customer uses to access the Service and for any activities or actions under Customers password, whether Customers password is with our Service or a third-party service.

Customer agrees not to disclose its password to any third party. Customer must notify us immediately upon becoming aware of any breach of security or unauthorized use of Customer’s account.

2. Links To Other Web Sites

The Service may contain links to third-party web sites or services that are not owned or controlled by Dedupely.

Dedupely has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. Notwithstanding anything to the contrary in section 4 “Limitation of Liability” Customer further acknowledges and agrees that Dedupely shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such websites or services.

We strongly advise Customer to read the terms and conditions and privacy policies of any third-party web sites or services that Customer visits.

3. DATA PRIVACY

Dedupely agrees that if, as part of performing the Services, it processes any data that is subject to legal or regulatory privacy or security requirements under the laws of any jurisdiction where Dedupely or Customer or a third party to whom the data belongs or to whom it refers (including without limitation a Customer end client) is located, it shall comply with such laws, and shall not do anything or omit to do anything which would cause Customer or any third party associated with Customer (including without limitation a Customer end client) to breach any such laws. Dedupely represents and warrants that if it processes any data that is Customer Personal Data as that term is defined in Dedupely's Data Processing Addendum [here](#), then such processing shall be subject to the terms of Dedupely's Data Processing Addendum.

4. Indemnification

Dedupely will indemnify and defend Customer and its representatives from and against any and all third-party claims, demands, actions, causes of actions, lawsuits, administrative proceedings or similar actions, and all losses, damages, costs, expenses and other liabilities related thereto to the extent resulting from or arising out of Dedupely's violation, infringement, misappropriation or wrongful use of any Intellectual Property or other proprietary rights by any Services and/or Deliverables excluding any third-party hardware, software or services included in the Services provided by Dedupely to Customer hereunder (each an "Infringement Claim"). The preceding sentence notwithstanding, Dedupely shall have no obligation to defend and indemnify Customer against any Infringement Claim caused by: (i) Customer's use of the Services or Deliverables in any manner that does not comply in all material respects with these Terms of Service or applicable laws or regulations, (ii) an unauthorized modification to the Services or Deliverables by anyone other than Dedupely or its Representatives, (iii) Customer's use of the Services or Deliverables in combination with systems, software (including open source software or hardware), or other items not supplied by Dedupely, provided that the infringement would not have occurred but for the combination, (iv) Customer's use of the Services or Deliverables after Dedupely notifies Customer to discontinue use because of actual or possible infringement, (v) Customer's use of a superseded release of any Software that is included as part of the Services, if the infringement would have been avoided by a current release of such Software made available to Customer by Dedupely, or (vi) Customer Data, Customer IP, or material provided by Customer (Section 4(i) through 4(vi), collectively, "Customer Acts"). For any claim covered by this Section 4, Dedupely will, at its election, either: (i) procure the rights to use that portion of the Services or Deliverables alleged to be infringing; (ii) replace the alleged infringing portion of the Services or Deliverables with a non-infringing alternative; (iii) modify the alleged infringing portion of the Services or Deliverables to make it non-infringing; or (iv) terminate the allegedly infringing portion of the

Services or the applicable SOW.

5. Limitation Of Liability

5.1.LIMITATIONS. EXCEPT AS SET FORTH IN SECTION 5.2, NEITHER PARTY (NOR ITS EMPLOYEES, AGENTS, SUPPLIERS OR AFFILIATES) SHALL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND resulting from (I) CUSTOMER'S ACCESS TO OR USE OF THE SERVICE; OR (II) ARISING IN CONNECTION WITH THESE TERMS OF SERVICE, EVEN IF THE PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES; AND THE MAXIMUM AGGREGATE MONETARY LIABILITY OF EITHER PARTY OR ANY OF ITS AFFILIATES (INCLUDING EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES) IN CONNECTION WITH THESE TERMS OF SERVICE, UNDER ANY THEORY OF LAW, SHALL NOT EXCEED THREE (3) TIMES THE TOTAL AMOUNT PAID OR PAYABLE BY CLIENT UNDER THESE TERMS DURING THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

5.2.EXCEPTIONS TO LIMITATIONS. NOTHING IN THESE TERMS OF SERVICE EXCLUDES OR LIMITS EITHER PARTY'S LIABILITY FOR (I) WILLFUL MISCONDUCT, FRAUDULENT MISREPRESENTATION, DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, (II), SECTION 3 ("DATA PRIVACY"), OR EXHIBIT A ("DATA PROCESSING ADDENDUM"); (III) CLAIMS UNDER SECTION 4 ("INDEMNIFICATION"); (IV) CLAIMS FOR BREACH OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; AND (V) CLAIMS WHICH MAY NOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

6. Refund Policy

Customer may request a refund under the following circumstances: 1) Customer is within the 24 hour grace period after payment due date to cancel. 2) Customer received less than industry standard service and or less than industry standard performance by the Dedupely within the 31 days of the first payment. 3) Customer decides not to use Dedupely within 14 days of first payment and had not modified their third-party data within that time through Dedupely.

Dedupely does not issue refunds for claims that the subscription was forgotten or missed. Dedupely does not issue refunds for more than one payment period.

7. Credit Card Chargebacks

Customer agrees not to chargeback any credit card payments for services rendered. In the event that a Customer files a chargeback or other payment dispute, they will be considered to be in violation of the Terms.

As a result of the chargeback Dedupely holds the right to deny service to the Customer in order to

protect their merchant reputation.

8. Cancellation Policy

Requests to cancel the Service may be made by notifying our Support or from Customer's account. Where all services are considered to be provided on a strictly prepaid basis, no prorated or partial refunds will be made. All outstanding invoices must be paid in full prior to requesting cancellation, and all unpaid charges must be satisfied.

9. Disclaimer And Non-Waiver of Rights

Dedupely makes no guarantees, representations or warranties of any kind as regards the website and associated technology. Any purportedly applicable warranties, terms and conditions are excluded, to the fullest extent permitted by law. Customers use of the Service is at Customer's sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance, except as provided for under the laws of any province in Canada. In such cases, the provincial law shall apply to the extent necessary.

Dedupely, its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; or c)) the results of using the Service will meet Customer's requirements.

If Customer breaches any of these Terms and Dedupely chooses not to immediately act, or chooses not to act at all, Dedupely will still be entitled to all rights and remedies at any later date, or in any other situation, where Customer breaches these Terms. Dedupely does not waive any of its rights. Dedupely shall not be responsible for any purported breach of these Terms caused by circumstances beyond its control. A person who is not a party to these Terms shall have no rights of enforcement.

Customer may not assign, sub-license or otherwise transfer any rights under these Terms.

Notwithstanding anything to the contrary, Dedupely warrants that the Services will be provided in a timely, good and skillful manner, consistent with industry best practices for the services; the Services will be provided in accordance with any documentation provided by the Customer, and in accordance with any specifications or requirements that the parties have agreed upon; and that neither the Services nor the Deliverables shall introduce into any Customer information technology system any virus, disabling code, malware, trap, or other set of computer instructions that are designed to usurp or damage the normal operation of, or allow covert access to, a

computer, computer system or computer network, or deny access to or corrupt data.

10. Exclusions

As set out above, some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to Customer. Provincial laws of Canada may apply to certain products and services provided.

11. Governing Law

These Terms shall be governed by, and interpreted and enforced in accordance with, the laws in the Province of British Columbia and the laws of Canada, as applicable.

If any provision of these Terms is held to be invalid or unenforceable by a court of competent jurisdiction, then any remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements, oral or otherwise, regarding the Service.

12. Notices

All notices will be sent digitally in writing to the Customer's registered email.

Dedupely Software, Inc. 11871 Horseshoe Way #1103 Richmond, BC V7A 5H5 Canada