

Nvestiv Terms of Services

These Terms of Service (“Terms”) constitute an agreement between Nvestiv Capital Corporation, “Nvestiv,” “us,” “we” or “our”) and the party agreeing to these terms (“Customer,” “you,” or “your”). These Terms govern your access to and use of the Services. By accessing or using the Services, you accept these Terms, acknowledge that you have read and understand these Terms, and agree to be bound by these Terms.

If you are entering into these Terms for use of the Services by an organization, you are agreeing on behalf of that organization. You must have the authority to bind that organization to these terms, otherwise you must not sign up for the Services.

1. Services

1.1 Provision

These Terms govern access to, and use of, the Services, and any associated Software, ordered by Customer through an Order Form. Customer may access and use the Services in accordance with the Terms.

1.2 Modifications

Nvestiv may update the Services from time to time. If Nvestiv changes the Services in a manner that materially reduces their functionality, Nvestiv will notify Customer at the email address associated with the account, and Customer may provide notice within thirty days of the change to terminate the Terms. This termination right will not apply to updates made to features provided on a beta or evaluation basis.

1.3 Software

- a. Generally. Some of the Services may allow Customer and End Users to download Software that may update automatically. Nvestiv hereby grants to Customer during the Term a limited non-exclusive license to use the Software solely in connection with the Services and in accordance with the Terms. This license is non-transferable (subject to Section 16.2), irrevocable (except as set forth in Section 8), non-sublicensable, and will be fully paid up upon Customer’s payment of the Fees.
- b. Open Source. If any component of the Software is offered under an open source license, Nvestiv will make the license available to Customer and to the extent the provisions of that license grant Customer additional rights, those provisions will expressly override some provisions of the Terms solely with respect to that component of the Software.

1.4 Service-Specific Terms

Certain Services, or portions thereof, may be subject to additional terms, including third party terms and conditions, that are specific to the particular Services and are set forth in the Service-Specific Terms. By accessing or using Services covered by any Service-Specific Terms, you agree to the applicable Service-Specific Terms. If there is a conflict between these Terms and the Service-Specific Terms, the Service-Specific Terms will control with respect to the applicable Services or portions thereof. Your use of the Services may also be subject to additional policies, guidelines, or rules we post on the Services or make available to you.

1.5 Reference Materials

Nvestiv may make certain reference Materials, including without limitation an NDA, available through the Services. Such Materials are for informational purposes only and Nvestiv makes no representations or warranties as to their validity, reliability or sufficiency. The Materials, including the NDA, are not intended to - constitute legal advice or - create an attorney-client relationship.

Customer acknowledges and agrees that each situation is highly fact-specific and requires a knowledge of both state and federal laws. Therefore any party should seek legal advice from a licensed attorney in the relevant jurisdictions.

1.6 Nvestiv Rights

Nvestiv reserves the right to access Customer’s account as necessary in order to provide the Services. Further, Customer agrees that we may, but are not required to:

- monitor the Services or Customer Data for violations of these Terms and for compliance with our policies;
- refuse, restrict access to or the availability of, or remove or disable access to the Materials or Customer Data or any portion thereof, without prior notice to Customer, at any time for any reason (including upon receipt of claims or allegations from third parties or authorities relating to Customer Data), or for no reason at all;
- report to law enforcement authorities and/or take legal action against anyone who violates these Terms; or
- manage the Services in a manner designed to protect our and third parties’ rights and property or to facilitate the proper functioning of the Service.

1.7 Third Party Services and Materials

The Services may contain links to Third Party Services and Third Party Materials. Nvestiv does not own, or operate these Third Party Services, and we do not endorse any Third Party Services or Third Party Materials. If Customer accesses or uses any Third Party Services or Third Party Materials - Customer is solely responsible for this access and use; - Nvestiv is not responsible for any act or omission of the third party or the availability, accuracy, the related content, products or services of Third Party Services or Third Party Materials;

These Terms do not apply to the Third Party Services. Before accessing or using a Third Party Service, you should review the Third Party Service's terms and conditions, privacy policy, and all of Third Party Service's other documents, and inform yourself of the terms, policies, and practices of the Third Party Service.

2. Customer Obligations

2.1 Registration

In order to use the Services, Customers and End Users must first register with us through our on-line registration process and authenticate following the authentication protocols provided by Customer. Account information must be accurate, current, and complete, and Customer agrees to keep this information up-to-date. Account information will be governed by Nvestiv's Privacy Policy for the applicable Services.

2.2 End Users

a. Provisioning. Customer may provision End User Accounts up to the number of End User Licenses purchased through one or more Order Forms. Each End User Account requires a paid End User License, and End User Accounts may not be shared by multiple individuals.

b. Additional End Users. The Services may be configured to allow Administrators or End Users to purchase additional End User Licenses. Customer is responsible for understanding the settings and controls of the Services for purchasing End User Licenses and provisioning new End User Accounts. Nvestiv will charge Customer the applicable pro-rated amount for additional End User Licenses based on Customer's then-current price unless otherwise set forth on the Order Form.

2.3 Customer Authentication

Customers are responsible for maintaining the confidentiality of the authentication methods they use to access the Services, including their Authentication Credentials. Customer and its End Users may not share the Authentication Credentials or, without Nvestiv's permission, give others access to or transfer Customer's account or any End User Account.

2.4 Unauthorized Use or Access

Customer will prevent unauthorized use of the Services by its End Users and terminate any unauthorized use of or access to the Services. The Services are not intended for End Users under the age of 18. Customer will ensure that it does not allow any person under 18. Customer is responsible for any activity using its account, whether or not Customer authorized that activity. You should immediately notify Nvestiv in writing of any unauthorized use of your account by sending an email to support@nvestiv.com.

2.5 Restrictions

Customer may access and use the Services only for lawful purposes. Customer will not (and will not allow any third party to): - sublicense, resell, rent, lease, transfer, assign, time share, or otherwise commercially exploit or make the Services, Software, or any End User Licenses available to any third party; - use the Services in any unlawful manner (including in violation of any data, privacy or export control laws) or in any manner that interferes with or disrupts the integrity or performance of the Services or its components; - modify, adapt or hack the Services to, or otherwise attempt to, gain unauthorized access to the Services or its related systems or networks; - circumvent, disable or otherwise interfere with security related features of the Services or features that prevent or restrict use or copying of any Materials or enforce limitations on use of Materials; or - copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code. Customer will comply with any codes of conduct, policies, or other notices Nvestiv provides or publishes in connection with the Services, and Customer will promptly notify Nvestiv if it learns of a security breach related to the Services. Customer agrees not to access the Services by any means other than through the interface that is provided by Nvestiv for accessing the Services, unless otherwise specifically authorized by us in a separate written agreement signed by a Nvestiv authorized signatory.

2.6 Acceptable Use

When using the Services, Customer: - represents and warrants that it owns or has sufficient rights to upload Customer Data on or through the Services; - will not copy, upload, download, or share Customer Data unless it has the legal right to do so; - will not upload content that violates Nvestiv's rights or any third party's rights, including rights of privacy or publicity, Intellectual Property Rights, or contract rights; - will fully comply with any third-party licenses relating to Customer Data, including paying all royalties, fees and any other monies relating to content that is uploaded to the Services; - will not upload or submit content that * is defamatory, damaging, disruptive, unlawful, inappropriate, offensive, inaccurate, pornographic, vulgar, indecent, profane, hateful, racially or ethnically offensive, obscene, lewd, lascivious, filthy, threatening, violent, harassing, or otherwise objectionable; * incites, encourages or threatens physical harm against another, including content that promotes racism, bigotry, sexism, religious intolerance or harm against any group or individual; or * contains material that solicits personal information from anyone under 13 or exploits anyone in a sexual, violent or unlawful manner; - will not use the Services for any unlawful or unauthorized purpose including, collecting user names and/or email addresses of other users by electronic or any other means for the purpose of sending unsolicited email or other electronic communications, or engaging in unauthorized framing of, or linking to, the Services without prior express written consent signed by a Nvestiv authorized signatory; - will not upload or submit content that constitutes, contains, installs or attempts to install or promotes spyware, malware or other computer code, whether on Nvestiv's or others' computers or equipment, designated to enable you or others to gather information about or monitor the on-line or other activities of another party; - will not transmit chain letters, bulk or junk email or interfere with, disrupt, or create an undue burden on the Services or the networks or systems connected to the Services, including hacking into the Services, or using the Services to send unsolicited or commercial emails, bulletins, comments or other communications; and - will not impersonate any other person or entity, provide false or misleading identification, payment or address information, or invade the privacy, or violate the personal or proprietary right, of any person or entity.

3. Data

3.1 Limitations

These Terms constitute Customer's instructions to Nvestiv to process Customer Data. Nvestiv, Nvestiv personnel and its Subcontractors will only process, access, use, store, and transfer Customer Data as Customer instructs in order to deliver the Services and as specified in these Terms.

3.2 Backup and Retention

Customer is responsible for retaining and backing up Customer Data. Nvestiv will not be liable for any loss or corruption of Customer Data, or for any costs or expenses associated with backing up or restoring any Customer Data. Accordingly, Customer acknowledges that it bears sole responsibility for adequate backup and retention of Customer Data, and that it is Customer's sole responsibility to use a secure encrypted connection to communicate with the Services if it wishes to protect transmission of data or files to Nvestiv. Nvestiv will have no liability to you for any corruption, deletion, destruction or loss of any of Customer Data.

3.3 Aggregate/Anonymous Data

Nvestiv may generate data that has been de-identified, anonymized and aggregated with other de-identified, anonymized data (including from other customers) based on Customer's use of the Services and use such data for any of the following purposes: - internal research and development; - development of tools, methodologies, algorithms and processes; - machine learning; - risk management; - fraud prevention; - enhancing products, services and features; - developing new products, services and features; - and conducting and furthering Nvestiv's business.

3.4 Compliance

Customer is responsible for retaining and storing Customer Data in compliance with applicable law. If Customer is legally required to retain or store copies of Customer Data, Customer must do so using its own facilities.

3.5 Data Transfer

Nvestiv may transfer Customer Data to and access, use, and store Customer Data in locations other than Customer's country. To the extent Customer Data includes Personal Data that is subject to the CCPA or the GDPR that Nvestiv is Processing on Customer's behalf, Customer and Nvestiv agree to the Nvestiv Data Processing Addendum, which is incorporated by reference into these Terms. The terms "CCPA", "GDPR", "Personal Data", and "Processing" will have the meanings defined in the Nvestiv Data Processing Addendum.

4. Intellectual Property

4.1 Reservation of Rights

Except as set forth herein, these Terms do not grant: - Nvestiv any Intellectual Property Rights in Customer Data; or - Customer any Intellectual Property Rights in the Services, Materials, or Nvestiv trademarks and brand features. Customer acknowledges that it is obtaining only a limited right to use the Services and that irrespective of any use of the words “purchase”, “sale” or similar terms, no ownership rights are transferred to Customer (or its End Users) under these Terms.

4.2 Limited Permission

Customer grants Nvestiv only the limited rights that are reasonably necessary for Nvestiv to deliver the Services in accordance with these Terms. This limited permission also extends to Subcontractors or Sub-processors.

4.3 Feedback

Please be aware that we may use any Feedback sent to us in any form or any manner without any obligation to Customer. By submitting Feedback to us, Customer:

- assigns to Nvestiv all of its right, title and interest in and to all such Feedback; and
- agrees to provide any reasonable assistance necessary to document and maintain Nvestiv’s rights in the Feedback. In the event that such assignment is not valid, Customer agrees and grants to Nvestiv a royalty-free, worldwide, perpetual license to use or incorporate into the Services any Feedback.

5. Additional Terms for Nvestiv Signature

Use of Nvestiv Signature is governed by these Terms, and the Service-Specific Terms set forth in this Section 5. By using Nvestiv Signature, Customer agrees to the following:

5.1 Electronic Business and Signatures

By using Nvestiv Signature, Customer agrees to do business Electronically and to sign Electronic Records by Electronic Signature.

5.2 Authority to Bind

If Customer is using Nvestiv Signature on behalf of a business, company or other legal entity, you represent that you have the authority to bind the business or entity to the Electronic Record you send or accept via Nvestiv Signature.

5.3 Responsibility for Electronic Records

Customer has exclusive control over and responsibility for the content, quality and format of any Electronic Record. Nothing in these Terms makes Nvestiv a party to any Electronic Record signed or shared via Nvestiv Signature.

5.4 Compliance with Laws

Customer is bound by any Electronic Signature made on its behalf by any person via Nvestiv Signature. Customer acknowledges that the use of Electronic Signatures and Electronic Records is governed by foreign, federal and state laws and the laws of other jurisdictions and agrees that it is responsible for complying with all such laws.

5.5 Validity and Enforceability

Electronic Signatures on certain types of Electronic Records may not be valid, enforceable, or have legal effect (e.g., wills or agreements concerning family law). Customer agrees that it is solely responsible for determining whether Electronic Records signed via Nvestiv Signature are valid, enforceable, or have legal effect, and we have no such responsibility. Nvestiv makes no representations or warranties that Electronic Records signed via Nvestiv are valid, enforceable, or have legal effect.

5.6 Prohibition on Consumer Transactions

Nvestiv Signature is designed for business transactions, not consumer transactions. Some consumer protection laws may impose special requirements for Electronic Signatures and Electronic Records in connection with consumer transactions. Consumer transactions generally involve individuals who obtain, through a transaction, products or services which are used primarily for personal, family, or household purposes. These requirements may include providing disclosures and paper copies of Electronic Records. Nvestiv Signature does not comply with any of these requirements and other legal requirements. Customer may not use Nvestiv Signature in connection with consumer transactions.

5.7 Retention and Storage of Electronic Records

Customer is responsible for determining how long it is required to retain or store Customer Data in compliance with any applicable law, including any Electronic Records Customer signs or shares via Nvestiv Signature. As provided in Section 3.2, any Electronic Records must be stored using Customer's own facilities, and Nvestiv is not responsible for continuing to store or retrieve any Electronic Records or for ensuring that third parties receive Electronic Records Customer signs or shares via Nvestiv Signature.

6. Pricing and Payment

6.1 Fees

Customer will pay Nvestiv in the currency and pursuant to the payment terms indicated on the Order Form or in the applicable agreement between Customer and Nvestiv. Customer authorizes Nvestiv to charge Customer for all applicable Fees using Customer's selected payment method, and Customer will issue the required purchasing documentation, if any. Fees are non-refundable except as required by law or as otherwise specifically permitted in the Terms.

6.2 Payment

Customer will pay Nvestiv invoices on the payment interval set forth in the Order Form. Nvestiv may suspend or terminate the Services if Fees are past due. Customer will provide complete and accurate billing and contact information to Nvestiv or to Customer's reseller.

6.3 Taxes

Fees are exclusive of taxes and Customer is responsible for all Taxes. Nvestiv will charge Taxes when required to do so. If Customer provides Nvestiv or with a valid exemption certificate, Nvestiv will not collect the taxes covered by that certificate.

6.4 Withholding Taxes

Customer will pay Nvestiv or its reseller net of any applicable Withholding Taxes. Customer and Nvestiv, or Customer's reseller if applicable, will work together to avoid any Withholding Tax if exemptions, or a reduced treaty withholding rate, are available. If Nvestiv or Customer's reseller qualifies for a tax exemption, or a reduced treaty withholding rate, Nvestiv or Customer's reseller will provide Customer with reasonable documentary proof. Customer will provide Nvestiv or Customer's reseller reasonable evidence that it has paid the relevant authority for the sum withheld or deducted.

6.5 Auto-renewals and Trials

IF CUSTOMER HAS ALREADY PROVIDED A PAYMENT METHOD TO NVESTIV FOR RECURRING CHARGES AND CUSTOMER'S ACCOUNT IS SET TO AUTO-RENEWAL OR IS IN A TRIAL PERIOD, NVESTIV (OR CUSTOMER'S RESELLER) MAY CHARGE AUTOMATICALLY AT THE END OF THE TRIAL OR FOR THE RENEWAL, UNLESS CUSTOMER NOTIFIES NVESTIV (OR CUSTOMER'S RESELLER, AS APPLICABLE) THAT CUSTOMER WANTS TO DISABLE AUTO-RENEWAL OR CANCEL THE SERVICES IN ACCORDANCE WITH SECTION 7.2. Nvestiv may revise Services rates by providing the Customer at least thirty days' notice prior to the next charge.

7. Subscription Services

7.1 Services Term

Unless otherwise set forth on the Order Form, the Services are sold on a subscription basis. Nvestiv will deliver the Services to Customer for the Services Term. Unless the parties agree otherwise in writing, any increases in quantities of Services purchased during any Services Term will have a prorated term ending on the last day of the pre-existing Services Term.

7.2 Automatic Renewals

Unless otherwise specified on the Order Form and subject to Section 6.5, following the Initial Services Term or a Renewal Term, Customer's subscription to the Services will automatically renew for a Renewal Term at the then-current quantity, unless either party gives the other written notice of termination to the other (in the case of Customer, via email to support@Nvestiv.com) at least thirty days prior to the expiration of the then-current Services Term for subscriptions less than one year and at least sixty days prior to the expiration of the then-current Services Term for subscriptions of one year or more. If Customer has purchased the Services online via a self-serve mechanism and provided a payment method to Nvestiv for recurring charges, Customer may elect to terminate the Terms via the Admin Console prior to the day a Renewal Term begins. Nvestiv reserves the right to change our prices for any renewal subscription.

7.3 Additional Subscriptions

The Services may be configured to allow Administrators or End Users to purchase additional subscriptions or quantities of Services. Customer is responsible for understanding the settings and controls of the Services for purchasing additional Services. Nvestiv will charge Customer the applicable pro-rated amount for additional Services for the remainder of the then-current Services Term based on Customer's then-current price unless otherwise set forth on the Order Form.

8. Termination

8.1 Term

These Terms will remain in effect for the term specified in the order form or agreement between Nvestiv and customer.

8.2 Termination by Customer

You may terminate your account by sending a cancellation request to support@Nvestiv.com or by following the notice procedures for Subscription Services provided in Section 6.5 or Section 7.2, as applicable. Termination of your Account and these Terms will take effect after Nvestiv processes the cancellation at the conclusion of the then-current Services Term.

8.3 Termination by Nvestiv

Nvestiv may, in its sole discretion, immediately terminate these Terms and suspend Customer's access to the Services if required to do so by law or for an egregious violation by Customer of Section 2.5 or Section 2.6 of the Terms.

8.4 Termination for Cause

Either party may terminate the Terms, including all Order Forms, if: - the other party is in material breach of the Terms and fails to cure that breach within thirty days after receipt of written notice; or - the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days.

8.5 Effect of Termination

If these Terms terminate, except as set forth in this Section, the rights and licenses granted by Nvestiv to Customer will cease immediately. For a period of up to 30 days following termination, Nvestiv may, in its sole discretion, permit Customer to retrieve Customer Data from the Services. Nvestiv may delete Customer Data from the Services and Nvestiv will have no obligation to continue to store or permit Customer to retrieve Customer Data. Post-termination assistance from Nvestiv is subject to the mutual agreement of the parties, including fees and terms Nvestiv specifies for such assistance.

9. Representations and Warranties

Customer represents and warrants to Nvestiv that: - it has full power and authority to enter into these Terms, including, if you are using the Services on behalf of a business or entity, the authority to bind that business or entity to these Terms; - Customer's use of the Services does not violate any applicable law or regulation; and - Customer's collection, use, and disclosure of Customer Data through the Services will not violate third-party rights, including Intellectual Property Rights or any rights of privacy or publicity.

10. DISCLAIMER OF WARRANTIES

10.1 Maintenance

The Service may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Nvestiv or by third-party providers, or because of other causes beyond our reasonable control.

10.2 Disclaimer

THE SERVICES, SOFTWARE, MATERIALS, AND ANY RELATED DOCUMENTATION ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT AS EXPRESSLY STATED IN THE TERMS, NVESTIV AND ITS AFFILIATES, SUPPLIERS, AND DISTRIBUTORS MAKE NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NON-INFRINGEMENT. NVESTIV MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE THAT SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, THAT CUSTOMER DATA WILL BE ACCURATE, COMPLETE, OR PRESERVED WITHOUT LOSS, OR THAT THE SERVICES WILL BE TIMELY, UNINTERRUPTED OR ERROR-FREE. NVESTIV WILL NOT BE RESPONSIBLE OR LIABLE IN ANY MANNER FOR ANY CUSTOMER DATA, THIRD-PARTY SERVICES, THIRD-PARTY MATERIALS, ANY CONTENT UPLOADED TO THE SERVICES BY ANY THIRD PARTY, OR NON-NVESTIV SERVICES

(INCLUDING FOR ANY DELAYS, INTERRUPTIONS, TRANSMISSION ERRORS, SECURITY FAILURES, AND OTHER PROBLEMS CAUSED BY THESE ITEMS). CUSTOMER IS RESPONSIBLE FOR USING THE SERVICES OR SOFTWARE IN ACCORDANCE WITH THE TERMS SET FORTH HEREIN AND BACKING UP ANY DATA ON THE SERVICES.

10.3 Beta Services

10.3.1 Use In Customer's Discretion Despite anything to the contrary in the Terms: - Customer may choose to use Beta Services in its sole discretion; - Beta Services may not be supported and may be changed at any time without notice; - Beta Services may not be as reliable or available as the Services; - Beta Services have not been subjected to the same Security Measures and auditing to which the Services have been subjected; and - NVESTIV WILL HAVE NO LIABILITY ARISING OUT OF OR IN CONNECTION WITH BETA SERVICES – USE AT YOUR OWN RISK.

10.3.2 Feedback Nvestiv offers Beta Services in order to get user feedback. In exchange for using Beta Services, Customer Agrees that Nvestiv may contact Customer and its End Users to obtain Feedback regarding Beta Services.

10.3.3 Confidential Beta Services are confidential until officially launched by Nvestiv. Customer will take reasonable measures to keep information regarding the Beta Services confidential, including at least those measures Customer takes to protect its own confidential information of a similar nature. Customer will not disclose information regarding Beta Services to any third parties, and will keep new features and functionality confidential until officially launched by Nvestiv. Customer may disclose information regarding Beta Services to the extent required by law or regulation if Customer gives Nvestiv reasonable advance written notice, to the extent permitted, so Nvestiv can seek to prevent or limit the disclosure.

11. Limitation of Liability

11.1 Limitation on Indirect Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR NVESTIV OR CUSTOMER'S INDEMNIFICATION OBLIGATIONS, NEITHER CUSTOMER NOR NVESTIV AND ITS AFFILIATES, SUPPLIERS, AND DISTRIBUTORS WILL BE LIABLE UNDER THE TERMS FOR - INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR - LOSS OF USE, DATA, BUSINESS, REVENUES, OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

11.2 Limitation on Amount of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, NVESTIV'S AGGREGATE LIABILITY UNDER THE TERMS WILL NOT EXCEED THE AMOUNT PAID BY CUSTOMER TO NVESTIV HEREUNDER DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY. FOR FREE ACCESS SUBSCRIPTIONS OR BETA SERVICES, NVESTIV'S TOTAL LIABILITY WILL NOT EXCEED, IN AGGREGATE, FIFTY U.S. DOLLARS (\$50).

11.3 Failure of Essential Purpose

EACH PARTY ACKNOWLEDGES AND AGREES THAT THIS SECTION 11 IS A FUNDAMENTAL BASIS OF THE BARGAIN AND A REASONABLE ALLOCATION OF RISK BETWEEN THE PARTIES AND WILL SURVIVE AND APPLY TO ANY CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS, ANY NVESTIV SERVICES OR ANY RELATED SERVICES, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF ANY LIMITED REMEDY IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

12. Indemnification

Customer will indemnify and hold Nvestiv and its Affiliates harmless from and against any loss, liability, damage, penalty, fine, cost, fee, expense, claim, action or demand, including reasonable legal and accounting fees, arising or resulting from: - Customer's breach of these Terms, including any breach of the representations and warranties set forth above; - Customer Data; or - Customer's other access, contribution to, use or misuse of the Services, including, without limitation the Materials. Customer will cooperate with any reasonable requests to assist Nvestiv's defense of such claim, suit or demand.

13. Copyright

Nvestiv will terminate the account and access rights of any copyright infringer in appropriate circumstances.

14. Disputes

14.1 Informal Resolution

Before filing a claim, each party agrees to try to resolve the dispute by contacting the other party through the notice procedures in Section 15.2. If a dispute is not resolved within sixty days of notice, Customer or Nvestiv may bring a formal proceeding.

14.2 Arbitration

Customer and Nvestiv agree to resolve any claims relating to the Terms or the Services through final and binding individual arbitration by an arbitration entity selected by Nvestiv, except as set forth below. This includes disputes arising out of or relating to the interpretation or application of this “Arbitration” subsection, including its scope, enforceability, revocability, or validity.

14.3 Exception to Arbitration

Either party may bring a lawsuit in the federal or provincial courts of Ontario, Canada solely for injunctive relief to stop unauthorized use or abuse of the Services or infringement of Intellectual Property Rights without first engaging in the informal dispute notice process described above. Both Customer and Nvestiv consent to venue and personal jurisdiction there.

14.4 NO CLASS OR REPRESENTATIVE ACTIONS

Customer may only resolve disputes with Nvestiv on an individual basis and may not bring a claim in a class, consolidated or representative action. Class arbitrations, class actions, private attorney general actions and consolidation with other arbitrations are not allowed.

14.5 Severability

If any part of this “Disputes” section is found to be illegal or unenforceable, the remainder will remain in effect, except that if a finding of partial illegality or unenforceability would allow class or representative arbitration, this “Disputes” section will be unenforceable in its entirety. If you are found to have a non-waivable right to bring a particular claim or to request a particular form of relief that the arbitrator lacks authority to redress or award according to this “Disputes” section, then only that respective claim or request for relief may be brought in court, and you and we agree that litigation of any such claim or request for relief shall be stayed pending the resolution of any individual claim(s) or request(s) for relief in arbitration.

15. Miscellaneous

15.1 Changes

Nvestiv may change these Terms from time to time. Customers can review the most current version of these Terms at any time at <https://docsend.com/view/67i8946sed4uevt7>. The revised provisions will become effective once posted or on any effective date indicated in the posting, and you accept the revised provisions by accessing or using the Service after that date.

15.2 Assignment

Customer may not assign these Terms without the prior written consent of Nvestiv. Nvestiv may assign or transfer these Terms, in whole or in part, without restriction.

15.3 Notices

Notices must be sent via email, first class, airmail, or overnight courier and are deemed given when received. Notices to Customer may also be sent to the applicable account email address and are deemed given when sent. Notices to Nvestiv must be sent to Nvestiv at legal@nvestiv.com, with a copy to Nvestiv at 2967 Dundas Street West, #1442, Toronto, Ontario, Canada, M6P 1Z2.

15.4 Force Majeure

Except for payment obligations, neither Nvestiv nor Customer will be liable for inadequate performance to the extent caused by a condition that was beyond the party’s reasonable control (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance).

15.5 Severability

If any provision of these Terms is found to be unenforceable or invalid, that provision will be modified or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable; and an enforceable term will be substituted reflecting our intent as closely as possible.

15.6 No Agency

No agency, partnership, joint venture, or employment is created as a result of these Terms and Customer does not have any authority of any kind to bind Nvestiv in any respect whatsoever; instead, our relationship is that of independent contractors.

15.7 No Third Party Beneficiaries

These Terms create no third party beneficiary rights to the Nvestiv product or to any third party product made available through the Service.

15.8 Headings

Section headings are for ease of reference only.

15.9 Customer Reference

Nvestiv reserves the right to use Customer's name and logo for marketing or promotional purposes on Nvestiv's website and in other communication with existing or potential Nvestiv customers.

15.10 Governing Law

These Terms will be governed by the law of the province of Ontario, Canada, exclusive of its choice of law and conflicts of law provisions. Unless otherwise elected by Nvestiv in a particular instance, you expressly agree to submit to the exclusive personal jurisdiction of the federal and provincial courts located in Ontario, Canada, for the purpose of resolving any dispute relating to your access to or use of the Service. The Convention for the International Sale of Goods will not apply.

15.11 Privacy

Customer acknowledges that information you share with us may be collected, used, and disclosed as described in the Privacy Policy. Please carefully review our Privacy Policy to understand how Nvestiv collects and uses personal information.

15.12 Entire Agreement

Both parties agree that these Terms are the complete and exclusive statement of the mutual understanding of the parties and supersede and cancel all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided.

15.13 Survival

This agreement will survive any termination of these Terms; all indemnity provisions and all disclaimers and limitations of warranties and damages set forth in these Terms or otherwise existing at law all definitions used in the foregoing sections, regardless of where located; and all perpetual licenses granted under these Terms that are not expressly terminated.

Definitions

Administrator means a Customer-designated End User who administers the Services to End Users on Customer's behalf, through multiple tiers.

Admin Console means the online tool provided by Nvestiv to Customer for use in administering the Services.

Affiliate means any entity that controls, is controlled by or is under common control with a party, where "control" means the ability to direct the management and policies of an entity.

Authentication Credentials means user names, passwords, and other authentication information.

Beta Services means services or features identified as alpha, beta, preview, early access, or evaluation, or words or phrases with similar meanings.

Customer Data means the data, information, documents, records, text, content and other materials that you upload, share, post, deliver, provide or otherwise transmit or store using the Services.

Nvestiv Signature means the feature of the Services that facilitates the execution of Electronic Records between the parties to those records, using Electronic Signatures.

Effective Date means the date these Terms are entered into by the parties, either by acceptance online or by the signing of an Order Form.

Electronic means relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities.

Electronic Record means a contract or other record created, generated, sent, communicated, received, or stored by Electronic means.

Electronic Signature means an Electronic sound, symbol, or process made available by us executed or adopted by you to sign an Electronic Record.

End Users means users of Customer's Services account. End Users may include Customer's and its Affiliate's employees, consultants, agents, representatives, students, or any other person authorized by Customer to use the Services through Customer's account.

End User Account means an account provisioned by Customer through the Services for an End User.

End User License means a user license purchased by Customer which enables Customer to provision an End User Account.

Feedback means any feedback, comments, or suggestions on the Services that Customer or End Users may provide, including any comments or suggestions about our product, offerings, Service or Site that you upload in our forums. Feedback may include oral or written comments, suggestions, error reports, and analysis.

Fees means the amounts invoiced to Customer or charged by Nvestiv in accordance with the Order Form.

Initial Services Term means the term for the applicable Services beginning on the Provisioning Date and continuing for the duration set forth on the Order Form.

Intellectual Property Rights means current and future worldwide rights under patent, copyright, trade secret, trademark, moral rights, and other similar rights.

Materials means all of the content on the Service, including the trademarks, service marks, and logos contained on the Service, except for Customer Data.

NDA means a non-disclosure agreement template.

Order Form means an ordering document, order page, or user interface through which Customer purchases a subscription to, activates, or registers for the Services.

Privacy Policy means the Nvestiv Privacy Policy available at <https://www.Nvestiv.com/privacy>.

Provisioning Date is the date upon which Nvestiv makes the Services available to Customer.

Renewal Term means, unless otherwise agreed to in writing by the Parties, the renewal term of the same duration as the preceding Initial Services Term or previous Renewal Term.

Service-Specific Terms means additional terms that apply to certain Services or certain features or portions of the Services, which may be attached to an Order Form or provided when Customer accesses or enables the applicable Services.

Services means the Nvestiv services, which include: - the Nvestiv website (<https://www.Nvestiv.com>); - the communication and information sharing services and related technologies, including the interactive features and features for communication with others, available through the website; - other services we make available to you as described in an Order Form; - Software; and - the Materials.

Service Term means the Initial Services Term and all Renewal Terms for the applicable Services.

Software means any software provided by Nvestiv as part of the Services, either directly by Nvestiv or through third party distribution channels such as app stores.

Subcontractor means an entity to whom Nvestiv subcontracts any of its obligations under the Agreement.

Sub-processor means an entity who agrees to process Customer Data on Nvestiv's behalf, or on behalf of another Dropbox sub-processor, in order to deliver the Services.

Taxes means any sales, use, value added, goods and services, consumption, excise, local stamp, or other tax, (including but not limited to ISS, CIDE, PIS, CONFINS), duty or other charge of any kind or nature excluding tax that is based on Nvestiv's net income, associated with the Services or Software, including any related penalties or interest.

Term means the term of these Terms, which will begin on the Effective Date and continue until the earlier of: - the end of all applicable Services Terms; or - the Agreement is terminated as set forth herein.

Third Party Service means a third-party service, application, website, or other resource.

Third Party Materials means any materials, opinions, goods, or services made available through a Third Party Service.

Withholding Taxes mean any income taxes that are imposed on Nvestiv or Customer's reseller in which Customer is required by law to withhold or deduct on the payment to Nvestiv or Customer's reseller.