

B4checkin Limited
Terms of Service
effective July 23, 2022

These Terms of Service, together with the Service Order, constitute an agreement (this “Agreement”) by and between B4checkin Limited, a Nova Scotia limited corporation with its registered office at 1801 Hollis Street Suite 1800, Halifax, Nova Scotia, Canada, B3J 3N4 (“Vendor”) and the corporation, LLC, partnership, sole proprietorship, or other business entity executing this Agreement (“Customer”). This Agreement is effective as of the date the Service Order is signed (the “Effective Date”). The Customer’s use of and the Vendor’s provision of the Vendor’s Platform as defined below are governed by this Agreement, as are the Customer’s authorizations to grant its own customers (“Clients”) use of the Platform.

IN SIGNING THE SERVICE ORDER, EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS, AND THAT THE PERSON EXECUTING THE AGREEMENT ON ITS BEHALF HAS BEEN AUTHORIZED TO DO SO. THE PERSON EXECUTING THIS AGREEMENT ON THE CUSTOMER’S BEHALF REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND THE CUSTOMER TO THESE TERMS AND CONDITIONS.

1. Definitions

1.1 The following capitalized terms shall have the following meanings whenever used in this Agreement.

- (a) “Customer Data” means data in electronic form input or collected through the Platform by or from the Customer, including without limitation by Guests, by other Users, and by the Customer’s Clients;
- (b) “Documentation” means the Vendor’s standard written and electronic materials describing how to use the Platform;
- (c) Both “Guest” and “Client” means any person who uses the Platform at the invitation of the Customer, or as required by the Customer, including but not limited to hotel guests, bookers, meeting planners or other customers of the Customer’s business;
- (d) “Service Order” means an order for access to the Platform, executed in the form provided by Vendor;
- (e) “Platform” means the B4checkin products and services provided by the Vendor to the Customer as set out in the Service Order;

(f) “Privacy Policy” means the Vendor’s privacy policy, as amended from time to time;

(g) “Term” is defined in Section 11 below and means the period the Agreement is in effect;

(h) “User” means any company or individual who uses the Platform on the Customer’s behalf or through the Customer’s accounts or passwords, whether authorized or not, including without limitation the Customer’s Clients and subcontractors;

(i) “Effective Date” is the date the Service Order is signed by Customer;

(j) “Release Date” is the date the Platform setup is completed and successfully tested and thus becomes functional for use by the Customer and the Users.

2. The Platform

2.1 *Use of the Platform.* During the Term, the Customer and its Clients may access and use the Platform pursuant to the terms of any outstanding Service Order, including such features and functions as the Service Order requires.

2.2 *Documentation.* The Customer may reproduce and use the Documentation provided by the Vendor solely as necessary to support the effective use of the Platform by the Users.

2.3 *Guests and Clients.* Subject to the provisions throughout this Agreement, the Customer may authorize its Clients and Guests to access and use the Platform solely for the purpose of completing transactions required by the Customer and for uses similar or ancillary to that purpose. The Customer shall make no representations or warranties regarding the Platform or any other matter to Guests or Clients or Users or any other third party, from or on behalf of the Vendor, and the Customer shall not create or purport to create any obligations or liabilities for the Vendor.

3. Platform Fees

3.1 *Fee Specifications.* The Customer shall pay the Vendor the fees set forth in each Service Order for each Term according to the payment terms contained in the Service Order.

3.2 *Commencement of Monthly Fees.* Monthly fees will commence 7 days after the Release Date of the service, which is the date that testing is successful and the installation is ready for use. Such monthly fees will commence 7 days after the Release Date regardless of whether the Customer

begins to use the service at that time or delays on-site deployment of the service for whatever reason.

3.3 *Fee Increases.* Monthly fees are subject to annual review by the Vendor at or after the anniversary of the Release Date. The Vendor will notify the Customer of all increases to monthly fees at least 60 days prior to each increase. Each increase to a monthly fee will remain in effect for at least one year following the increase.

4. Customer Data and Privacy

4.1 *Use of Customer Data.* Unless it receives the Customer's prior written consent, the Vendor: (a) shall not access, process, or otherwise use Customer Data other than as necessary to facilitate the Platform's operation; and (b) shall use all reasonable endeavors to prevent any third-party access to Customer Data, including without limitation the Vendor's other customers, except reputable subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, the Vendor may disclose Customer Data as required by applicable law or by proper legal or governmental authority. The Vendor shall give the Customer prompt notice of any such legal or governmental demand and reasonably cooperate with the Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at the Customer's expense.

4.2 *Privacy Policy.* The Privacy Policy applies only to the Platform and does not apply to any third-party website or any service linked to the Platform or recommended or referred to through the Platform or by the Vendor's staff.

4.3 *Credit Card PCI Security.* Vendor is responsible to protect the security of cardholder data it collects and transmits (and does not itself store) on behalf of the Customer, only to the extent that would impact the security of the Customer's own cardholder data environment.

4.4 *Risk of Exposure.* The Customer recognizes and agrees that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using the Platform, the Customer assumes such risks. The Vendor offers no representation, warranty, or guarantee that the Customer's Data will not be exposed or disclosed through errors or the actions of third parties, the Vendor or its Users, Clients, Guests or anyone provided access or gaining access to the Platform.

4.5 *Data Accuracy.* The Vendor shall have no responsibility or liability for the accuracy of data uploaded to the Platform by any Users.

4.6 *Data Deletion.* The Vendor may permanently erase Customer Data if the Customer's account is delinquent, suspended, or terminated for 30 days

or more.

4.7 *Aggregate & De-Identified Data.* Notwithstanding the above provisions of this Article 4, the Vendor may use, reproduce, sell, publicize, or otherwise exploit Aggregate Data and De-Identified Data in any way, in its sole discretion. "Aggregate Data" refers to numeric summaries of Customer Data and does not include personally identifiable information. "De-Identified Data" refers to Customer Data with all personally identifiable details removed, such as names, addresses and other personal details.

4.8 *European Union General Data Protection Regulation Compliance.* The Customer shall provide the Vendor with any corollary agreement deemed necessary by the Customer to ensure compliance of the Customer with the European Union General Data Protection Regulation. The Vendor may refuse to sign any corollary agreement at its sole discretion. If the Vendor refuses to execute said corollary agreement, this Agreement shall be null and void, and the Customer shall not use the Platform.

5. Customer's Responsibilities and Restrictions.

5.1 *Acceptable Use.* The Customer shall not: (a) use the Platform for service bureau or time-sharing purposes or in any other way allow third parties to exploit the Platform, except Clients and Guests of the Customer as specifically authorized by this Agreement; (b) provide Platform passwords or other log-in information to any third party except where mutually agreed by the Customer and the Vendor; (c) share non-public Platform features or content with any third party; (d) access the Platform in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics, or to copy any ideas, features, functions or graphics of the Platform; or (e) engage in web scraping or data scraping or related to the Platform, including without limitation collection of information through any software that simulates human activity or any bot or web crawler. If it suspects any breach of the requirements of this Section 5.1, including without limitation by Users, the Vendor may suspend the Customer's access to the Platform without advance notice, in addition to such other remedies as the Vendor may have. Nothing in this Agreement requires that the Vendor take any action against the Customer or any User or other third party for violating this Section 5.1 or this Agreement, but the Vendor is free to take any such action it sees fit.

5.2 *Unauthorized Access.* The Customer shall take reasonable steps to prevent unauthorized access to the Platform, including without limitation by protecting its passwords and other log-in information. The Customer shall notify the Vendor immediately of any known or suspected unauthorized use of the Platform or breach of its security and shall use best efforts to stop said breach.

5.3 *Compliance with Laws.* In its use of the Platform, the Customer shall comply with all applicable laws, including without limitation laws governing the protection of personally identifiable information and other laws applicable to the protection of Customer Data.

5.4 *Guests & Other Users' Platform Access.* The Customer is responsible and liable for: (a) Clients' and Guests' and other Users' use of the Platform, including without limitation unauthorized User conduct and any User conduct that would violate the requirements of this Agreement applicable to the Customer; and (b) any use of the Platform through the Customer's account and access, whether authorized or unauthorized.

6. Intellectual Property and Feedback

6.1 *IP Rights to the Platform.* The Vendor retains all right, title, and interest in and to the Platform, including without limitation all software used to provide the Platform and all graphics, user interfaces, logos, and trademarks reproduced through the Platform. This Agreement does not grant the Customer any intellectual property license or rights in or to the Platform or any of its components. The Customer recognizes that the Platform and its components are protected by copyright and other laws. Without limiting the generality of the foregoing, the Customer shall not:

(a) modify, create derivative works from, distribute, publicly display, publicly perform, or sublicense the Platform; or

(b) reverse-engineer, decompile, disassemble, or otherwise attempt to derive the source code, techniques, processes, algorithms, know-how or other information from the binary code portions of the Vendor's software or databases (collectively, "Reverse Engineering") or permit or induce the foregoing. If, however, directly applicable law prohibits enforcement of the foregoing, the Customer may engage in Reverse Engineering solely for purposes of obtaining such information as is necessary to achieve interoperability of independently created software with the Customer's software or databases, or as otherwise and to the limited extent permitted by directly applicable law, but only if:

(i) Reverse Engineering is strictly necessary to obtain such information; and

(ii) the Customer has first requested such information from the Vendor, and the Vendor failed to make such information available, for a fee or otherwise, under reasonable terms and conditions.

6.2 *Feedback.* Nothing in this Agreement or in the parties' dealings arising

out of or related to this Agreement will restrict the Vendor's right to use Feedback without compensating or crediting the Customer or the the Client, Guest or User in question. Feedback will not constitute the Customer's Confidential Information. "Feedback" only refers to any suggestion or idea for improving or otherwise modifying any of the Vendor's products or services.

7. Confidential Information

7.1 *Definition.* "Confidential Information" refers to the following items the Customer or the Vendor discloses to the other party: (a) any document the Vendor or the Customer (as the case may be), marks "Confidential"; (b) any information either party orally designates as "Confidential"; (c) Documentation, whether marked or designated confidential; and (d) any other non-public, sensitive information the recipient should reasonably consider a trade secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in possession of the other party at the time of disclosure; (ii) is independently developed by the other party without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than because of the other party's improper action or inaction; or (iv) approved for release in writing by the Vendor or the Customer (as the case may be).

7.2 *Nondisclosure.* Neither party shall not use Confidential Information for any purpose other than to facilitate the transactions contemplated by this Agreement (the "Purpose"). Either party: (a) shall not disclose Confidential Information to any employee or contractor of either party unless such person needs access in order to facilitate the Purpose and executes a non-disclosure agreement with the other party with terms no less restrictive than those of this Article 7; and (b) shall not disclose Confidential Information to any other third party without the other party's prior written consent. Without limiting the generality of the foregoing, both Parties shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Both Parties shall promptly notify the other party of any misuse or misappropriation of Confidential Information that comes to the other party's attention. Notwithstanding the foregoing, either party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. Either party shall give the other party prompt notice of any such legal or governmental demand and reasonably cooperate with the other party in any effort to seek a protective order or otherwise to contest such required disclosure, at the other part's expense.

7.3 *Injunction.* Either party agrees that breach of this Article 7 would cause the other party irreparable injury, for which monetary damages would

not provide adequate compensation, and that in addition to any other remedy, the other party will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

7.4 *Termination and Return.* With respect to each item of Confidential Information, the obligations of Section 7.2 above (*Nondisclosure*) will survive the termination of this Agreement and continue indefinitely. Without limiting the generality of the foregoing, such obligations related to Confidential Information constituting the other party's trade secrets shall continue so long as such information remains subject to trade secret protection pursuant to applicable law. Upon termination of this Agreement, the other party shall return all copies of Confidential Information to the Vendor or certify, in writing, the destruction thereof.

7.5 *Retention of Rights.* This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The Vendor will retain all right, title, and interest in and to all Confidential Information.

7.6 *Exception and Immunity for Customer Resident in United States of America.* Where the Customer carries on business in the United States of America, pursuant to the Defend Trade Secrets Act of 2016, 18 USC Section 1833(b), the Customer and Vendor are on notice and acknowledges that, notwithstanding the foregoing or any other provision of this Agreement:

(a) *IMMUNITY.* An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that, (A) is made, (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(b) *USE OF TRADE SECRET INFORMATION IN ANTI-RETALIATION LAWSUIT.* An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual- (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

8. Representations and Warranties

8.1 *From Vendor.* The Vendor represents and warrants that it is the owner of the Platform and of each and every component thereof, or the recipient of a valid license thereto, and that it has and will maintain the full power and

authority to grant the rights granted in this Agreement without the further consent of any third party. The Vendor's representations and warranties in the preceding sentence do not apply to use of the Platform in combination with hardware or software not provided by the Vendor. In the event of a breach of the warranty in this Section 8.1, the Vendor, at its own expense, will promptly take the following actions: (a) secure for the Customer the right to continue using the Platform; (b) replace or modify the Platform to make it non-infringing; or (c) terminate the infringing features of the Platform and refund to the Customer any prepaid fees for such features, in proportion to the portion of the Term left after such termination. In conjunction with the Customer's right to terminate for breach where applicable, the preceding sentence states the Vendor's sole obligation and liability, and the Customer's sole remedy, for breach of the warranty in this Section 8.1 and for potential or actual intellectual property infringement by the Platform.

8.2 *From Customer.* The Customer represents and warrants that: (i) it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement; (ii) it has accurately identified itself and it has not provided any inaccurate information about itself to or through the Platform; and (iii) it is a corporation, the sole proprietorship of an individual 18 years or older, or another entity authorized to do business pursuant to applicable law.

8.3 *Warranty Disclaimers.* Except to the extent set forth in Section 8.1 above, THE CUSTOMER ACCEPTS THE SYSTEM "AS IS" AND AS AVAILABLE, WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) THE VENDOR HAS NO OBLIGATION TO INDEMNIFY OR DEFEND THE CUSTOMER OR USERS AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY; (b) THE VENDOR DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM WILL PERFORM WITHOUT INTERRUPTION OR ERROR; (c) THE VENDOR DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT CUSTOMER DATA WILL REMAIN PRIVATE OR SECURE; AND (d) THE VENDOR PROVIDES NO WARRANTY REGARDING, AND WILL HAVE NO RESPONSIBILITY FOR, ANY CLAIM ARISING OUT OF: (i) A MODIFICATION OF THE PLATFORM MADE BY ANYONE OTHER THAN THE VENDOR, UNLESS THE VENDOR APPROVES SUCH MODIFICATION IN WRITING; OR (ii) USE OF THE PLATFORM IN COMBINATION WITH ANY OPERATING

SYSTEM NOT AUTHORIZED IN THE DOCUMENTATION OR WITH HARDWARE OR SOFTWARE SPECIFICALLY FORBIDDEN BY THE DOCUMENTATION.

9. Indemnification

9.1 *Indemnification by Customer.* The Customer shall defend, indemnify, and hold harmless the Vendor and the Vendor Associates (as defined below) against any "Indemnified Claim," meaning any third party claim, suit, or proceeding arising out of or related to Customer's use of, misuse of, or failure to use the Platform, including without limitation: (a) claims by Guests or other Users or by Customer's employees; (b) claims related to unauthorized disclosure or exposure of personally identifiable information or other private information, including Customer Data; (c) claims related to infringement or violation of a copyright, trademark, trade secret, or privacy or confidentiality right by written material, images, logos or other content uploaded to the Platform through Customer's account, including without limitation by Customer Data; and (d) claims that use of the Platform through Customer's account, including by Guests or other Users, harasses, defames, or defrauds a third party or violates the CAN-Spam Act of 2003, Canada's Anti-Spam Legislation (CASL), or any other law or restriction on electronic advertising. Customer's obligations set forth in this Article 9 include retention and payment of attorneys and payment of court costs, as well as settlement at Customer's expense and payment of judgments. Vendor will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects it to any ongoing affirmative obligations. (The "Vendor Associates" are Vendor's officers, directors, shareholders, parents, subsidiaries, agents, successors, and assigns.)

10. Limitation of Liability

10.1 *Dollar Cap.* VENDOR'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY CUSTOMER TO VENDOR IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CONDUCT COMPLAINED OF.

10.2 *Exclusion of Consequential Damages.* IN NO EVENT WILL VENDOR BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

10.3 *Clarifications & Disclaimers.* THE LIABILITIES LIMITED BY THIS ARTICLE 10 APPLY: (a) TO LIABILITY FOR NEGLIGENCE; (b) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (c) EVEN IF VENDOR IS ADVISED IN

ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (d) EVEN IF CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. If applicable law limits the application of the provisions of this Article 10, Vendor's liability will be limited to the maximum extent permissible. For the avoidance of doubt, Vendor's liability limits and other rights set forth in this Article 10.1 apply likewise to Vendor's affiliates, licensors, suppliers, advertisers, agents, sponsors, directors, officers, employees, consultants, and other representatives.

11. Term and Termination

11.1 *Term.* The term of this Agreement (the "Term") shall commence on the Date the Service Order is signed and continue for the period set forth in the Service Order or, if none, for one year following the Delivery Date as defined in the Service Order. Thereafter, the Agreement can be terminated by either party with 90 days written notice.

11.2 *Termination for Cause.* Either party may terminate this Agreement for the other's material breach by written notice specifying in detail the nature of the breach, effective in 30 days unless the other party first cures such breach, or effective immediately if the breach is not subject to cure. Without limiting the Vendor's other rights and remedies, the Vendor may suspend or terminate a Guest's or Client's or other User's access to the Platform at any time, without advance notice, if the Vendor reasonably concludes such User has conducted itself in a way that is not consistent with the requirements of this Agreement or in a way that subjects the Vendor to potential liability.

11.3 *Effects of Termination.* Upon termination of this Agreement, the Customer shall cease all use of the Platform and delete, destroy, or return all copies of the Documentation in its possession or control. The following provisions will survive termination or expiration of this Agreement: (a) any obligation of Customer to pay fees incurred before termination; (b) Articles and Sections 6 (*Intellectual Property & Feedback*), 7 (*Confidential Information*), 8.2 (*Warranty Disclaimers*), 9 (*Indemnification*), and 10 (*Limitation of Liability*); and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

12. Miscellaneous

12.1 *Independent Contractors.* The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that no Vendor employee or contractor will be an employee of the Customer.

12.2 *Notices.* Vendor may send notices pursuant to this Agreement to the

Customer's email contact points provided by the Customer, and such notices will be deemed received 24 hours after they are sent. The Customer may send notices pursuant to this Agreement to steve@b4checkin.com, and such notices will be deemed received 72 hours after they are sent. Such notice periods shall only run on days that are considered business days in the Province of Nova Scotia. For greater certainty, notices sent in an electronic format will be deemed written notices if they are sent via email or an analogous technology.

12.3 *Force Majeure.* No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control.

12.4 *Delays.* In the event a party becomes aware of any delay in performing any of its obligations under this Agreement, including force majeure or a delay arising from a variation to the Platform, the party must notify the other party within 72 hours of becoming aware of such delay.

12.5 *Assignment & Successors.* Customer may not assign this Agreement or any of its rights or obligations hereunder without Vendor's express written consent. Except to the extent forbidden in this Section 12.5, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.

12.6 *Severability.* To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

12.7 *No Waiver.* Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

12.8 *Choice of Law and Jurisdiction.* This Agreement will be governed solely by the internal laws of the Province of Nova Scotia, including applicable Canadian federal law, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (b) the 1980 United Nations Convention on Contracts for the

International Sale of Goods; or (c) other international laws. The parties consent to the personal and exclusive jurisdiction of the federal and provincial courts of Halifax, Nova Scotia. This Section 12.8 governs all claims arising out of or related to this Agreement, including without limitation tort claims.

12.9 *Conflicts.* In the event of any conflict between this Agreement and any Vendor policy posted online, including without limitation the Privacy Policy, the terms of this Agreement will govern.

12.10 *International Access.* Customer shall not permit any third party to access or use the Platform in violation of any U.S. or Canadian law or regulation.

12.11 *Entire Agreement.* This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications. Notwithstanding the foregoing, the Service Order shall be considered an integral part of this Agreement.

12.12 *Amendment.* Vendor may amend this Agreement from time to time by posting an amended version at its Website and sending Customer written notice thereof. Such amendment will be deemed accepted and become effective 30 days after such notice (the "Proposed Amendment Date") unless Customer first gives Vendor written notice of rejection of the amendment. In the event of such rejection, this Agreement will continue under its original provisions, and the amendment will become effective at the start of Customer's next Term following the Proposed Amendment Date (unless Customer first terminates this Agreement pursuant to Article 10.3, *Term & Termination*). Customer's continued use of the Platform following the effective date of an amendment will confirm Customer's consent thereto. This Agreement may not be amended in any other way except through a written agreement by authorized representatives of each party. Notwithstanding the foregoing provisions of this Section 12.12, Vendor may revise the Privacy Policy and Acceptable Use Policy at any time by posting a new version of either at the Website, and such new version will become effective on the date it is posted.