



# IHUBApp Terms of Service

Last updated: July 1, 2023

## PART 1 UNDERSTANDING THIS AGREEMENT IN PLAIN LANGUAGE

Welcome to IHUBApp (powered by InspireHUB)! We are excited that you are about to build a digital experience using the IHUBApp Platform ("IHUBApp"). To help better serve you, this License Agreement is divided into two parts.

Part 1, highlights what you are purchasing and explains how we do business with different parties.

[Part 2](#), details the legal terms governing your use of the IHUBApp Platform.

This first part does not explain everything in detail, so it is important you carefully read the entire agreement. However, it will help you understand key aspects of our platform and its products, including:

1. [obtaining a license to use IHUBApp](#);
2. [understanding why the pricing and terms of an IHUBApp license can change](#);
3. [your responsibilities in securing your IHUBApp](#);
4. [your responsibilities for user privacy and data protection](#); and
5. [understanding where data is stored](#).

### 1. OBTAINING A LICENSE WITH INSPIREHUB

The IHUBApp offers the opportunity to build next-gen apps and digital experiences.

**a. IHUBAPP LICENSING** There are two ways that licenses are purchased by clients and there are certain restrictions depending on how you purchase this license.

#### i. Direct IHUBApp Licenses from InspireHUB

Pricing and terms are dependent upon the specific license that you are purchasing and are detailed in the description with your online checkout. Certain promotions and offers are only available through InspireHUB's verified affiliates and partners. Should a customer inquire about an offer that belongs to an InspireHUB affiliate or partner, InspireHUB will refer the brand or customer to the appropriate party.

#### ii. InspireHUB Verified Affiliate or Partner

If you are an InspireHUB Affiliate or Partner, as a Verified Agent, you can purchase licenses using your affiliate link or custom code for each individual IHUBApp that you are building for your clients. If you decide to cancel a license, you will need to provide us the appropriate notice based on the offering that you have selected per the terms of cancellation as outlined in this agreement. Due to privacy laws, you are not allowed to transfer any IHUBApp license between clients (and digital experiences) without appropriate consent and legal agreements indicating that both parties understand the implications of doing this to their data. You are fully responsible for ensuring your hubs are held in compliance with all appropriate privacy legislation.



## 2. UNDERSTANDING WHY THE PRICING AND TERMS OF AN IHUBAPP LICENSE CAN CHANGE

At InspireHUB, we understand that what you are building may be mission critical while you are carefully budgeting for future success. We make every effort to be a business of integrity and to be sensitive to this.

Our happy and satisfied customers are testament to our commitment to ensuring our prices remain sustainable for our clients. That being said, it's important to understand that you are purchasing a subscription service and that rising costs may mean we have to make the difficult decision to increase our prices. For example, a large portion of our pricing is around helping you host and secure your data within your IHUBApp. We do this through third parties such as Microsoft Azure, Cloudflare and others. If for some reason, the price we are charged increases, this will have an impact on our pricing for our customers.

Additionally, creating a digital platform such as the IHUBApp is a fluid experience. Every year, software companies like InspireHUB must react to the changing technology landscape around them which can include computer languages being retired and new technologies being launched. It's our job at InspireHUB to stay on top of all this and we do our very best to navigate a constantly changing environment in the tech world for our Clients. All of these variables mean we must reserve the right to change our pricing and our terms at any time. If the change of price involves an increase, you will be provided 30 days advance notification of the upcoming changes. If you decide to not proceed with your subscription at the increased price, you will be provided 60 days' notice at your existing rate as you make your transition.

## 3. SECURING YOUR IHUBAPP

The IHUBApp Platform is a controlled system and we only allow verified developers to work on our platform in very specific ways. InspireHUB contracts with various cyber security and privacy firms to help us manage data security from an InspireHUB business perspective and also from the product perspective. We cannot possibly know all the different IHUBApps that people may build, so while we do everything possible to ensure that what you do stays private and secure, we cannot take responsibility for what you, or your developers or users may do with the IHUBApp.

**Your data (which does belong solely to you when you purchase a license)** is only as secure as the efforts you put around what you build, how much effort you put into educating your users on how to be digitally safe (like using strong passwords and being aware of where and how they access content), and the types of controls that your organization has put in place to access anything you create.

We are really committed to helping our clients in this area and that is why we endorse the free security training from <https://wizer-training.com>.

## 4. YOUR RESPONSIBILITIES FOR USER PRIVACY AND DATA PROTECTION

The content and communication possibilities of the IHUBApp are only as limited as your imagination. These possibilities come with the responsibility of respecting the privacy and personal data rights of the users and individuals whose personal information is used in or posted on the IHUBApp.

We are always working to ensure the IHUBApp facilitates compliance, ensuring content and communications meet privacy and data protection requirements remains entirely your responsibility. However, privacy and data protection are so important to us here at InspireHUB that if we become aware of any breach or non-compliance, we reserve the right to remove the IHUBApp you have built to avoid harm to the users or individuals affected. This includes using the IHUBApp for storing or processing medical or financial records in a way that is insecure or unlawful.

We have no control over, and do not take any responsibility for your use of personal information residing



on your IHUBApp. Your use of that personal information (for example, to provide to third parties for commercial purposes) is entirely your responsibility and you are not permitted to represent it as the responsibility of InspireHUB.

## 5. UNDERSTANDING WHERE DATA IS STORED

InspireHUB is incorporated in three countries and also has set up independent instances of our technology in each country that we operate, which includes the USA, Canada, and Australia. Each country has separate legislation as it pertains to the management and protection of data. InspireHUB's default is to set up new digital experiences for our customers on our USA instance. For Canadian and Australian organizations that require their data to be hosted on their respective country soils, InspireHUB provides the ability to do so. Due to the nature of our systems, the request must be made in advance of the initial setup. *InspireHUB does not have the ability to move IHUBApps between countries.*

From time to time we may encounter a company that will wish to set up an IHUBApp outside of their country of origin as they seek to establish an international presence. They may choose to purchase and use products that have been developed by our partners in a country that is not their own. InspireHUB does make every effort to ensure our customers are using the instances of our platform that are optimal for their purposes, but ultimately it is our client's responsibility to ensure their own compliance as it pertains to data and privacy

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## PART 2 - IHUBAPP CLIENT TERMS OF SERVICE

This agreement is between you the ("Client") and us ("InspireHUB") and outlines the licensing terms of subscribing to use the IHUBApp ("Product") which you are purchasing. From time to time, we may update these terms. When our terms are updated, the owner of the IHUBApp will receive notice by an email and we will also place an update under "Updates" on the IHUBApp Builder Dashboard. You can always refer back to our website for updated terms and policies. The details of your purchase including the price and the terms can be found on the description of your online checkout order.

If you are accepting this Agreement on behalf of a company, employer or other entity, so that such company, employer or other entity and/or its employees and you are to be permitted to use the Services and Technology hereunder, you are representing that you have the authority to bind such company, employer or other entity to this Agreement, and will also comply with this Agreement as an individual.

This agreement is made up of three main sections. Please ensure you read these terms carefully.

### 1. DEFINITIONS.

Defined terms help to make the interpretation of our agreement easier to understand. This section helps to make sure that all understand exactly what is meant by the terms used throughout the agreement.

### 2. TERMS OF PURCHASE.

We are a Software as a Service (SaaS) company. This explains what you are purchasing, the term, and other important details.

#### 2.1 ACCESS AND SERVICE LEVEL TERMS.

These terms help you understand the requirements around accessing the platform and Support and Consulting Services that we provide. This includes understanding our Privacy Policy and Acceptable Use Policy.

## 2.2 PRODUCT DISCLOSURES.

We have one platform (IHUBApp) that allows unique Hubs (Apps) to be built. Each IHUBApp may offer different functions; some also have additional add-ons and modules that may or may not be included. This section is important to understand before you start using the different features in the IHUBApp.

## 3. GENERAL LEGAL TERMS.

This is an important section that outlines a number of important legal terms such as how we manage data, confidentiality, liability for when things go wrong and more.

### 3.1 USER DATA

This explains how InspireHUB accesses, manages and handles your user data within your IHUBApp. It is important for you to understand when and how we do this and for what purposes as you build your own IHUBApp.

### 3.2 SPECIFIC TERMS BY JURISDICTION

InspireHUB operates in three countries (Canada, USA, Australia) but has clients using our services around the world. Depending on where you reside and which entity you are contracting with determines certain legal implications as you build your experiences.

### 3.3 MISCELLANEOUS CONTRACT PROVISIONS

These miscellaneous terms for the contract are important and should not be overlooked. It is important that you read and know all of the provisions of the contract you execute, because the law presumes you read and understood the entire document that you signed.

## 1. DEFINITIONS

**“Add-Ons”** means any of the additional services and modules offered by the IHUBApp Platform including but not limited to text notifications, forms, and other integrations.

**“Affiliate”** means any entity which directly or indirectly controls, is controlled by, or is under common control with a party to this Agreement. For purposes of this definition, control means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

**“Agency”** Any business or company that provides a range of marketing or other related business services to their clients and/or customers for the purpose of building up brands, growing businesses, or bringing their experience to assist in the operations of any business or company

**“Agreement”** means this IHUBApp License Agreement between Client and InspireHUB Inc.

**“Application”** or **“IHUBApp”** or **“Product”** means the client’s white-labeled individual IHUBApp that is built and hosted using the **“IHUBApp Platform”** which is InspireHUB’s award-winning and patent-pending enterprise cloud-based messaging and notification software that uses PWA technology.

**“Billing Period”** means the period for which you agree to prepay fees based on the online check-out order form that you have selected, which will be the same as or shorter than the Subscription Term as specified in the Purchase Order Form. For example, if you subscribe to the Subscription Service for a one (1) year Subscription Term, with a twelve (12) month upfront payment, the Billing Period will be twelve (12) months.



**“Business Hours”** means 9:00am-5:00pm EST, Monday to Friday.

**“Client”** means the legal entity agreeing to this Agreement, being either an individual, company, organization or entity registering with InspireHUB to use the Application.

**“Client Data”** means all information that you submit or collect (including through Users and User activity) via the Subscription Service. Client Data does not include InspireHUB Content.

**“Confidential Information”** means all confidential information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential. Confidential Information shall include all information concerning: (a) Disclosing Party’s Clients and potential Clients, past, present or proposed products, marketing plans, engineering and other designs, technical data, business plans, business opportunities, finances, research, development, and the terms and conditions of this Agreement. Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. Subject to the foregoing exclusions, Client Data shall be Confidential Information under this Agreement regardless of whether or not it is designated as confidential.

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

**“Consumers”** means anyone who uses the IHUBApp to consume information, purchase tickets, or purchase other materials made available through the IHUBApp.

**“Content”** means any content uploaded by Users through and to the Application.

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

**“Digital Experiences”** means any digital solution that is web-enabled and built on the IHUBApp including but not limited to apps, websites, portals, hubs, internets, and extranets.

**“Documentation”** means the user guides, manuals, handbooks and other written or electronic materials furnished by InspireHUB in conjunction with the Technology.

**“EULA”** or “End-User License Agreement” means the legal agreement between the Client and their end-user which outlines the details of how the Client will engage with their users who register to engage with the IHUBApp they have created.

**“Hub”** means any individual IHUBApp that is built using InspireHUB’s proprietary technology platform.

**“IHUBApp Platform”** means the proprietary InspireHUB technology which InspireHUB has the right to license and enables our Clients the ability to build any digital experience using the tools and services available through the IHUBApp.

**“InspireHUB DPA”** means the data processing terms which can be found on our website at [inspirehub.com](https://www.inspirehub.com) at <https://www.inspirehub.com/dpa>

**“Impersonation”** means the act undertaken by an InspireHUB employee during a customer support call



where they will impersonate a user at the request of the Client in order to troubleshoot a problem that User may be experiencing.

**"InspireHUB 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.

**"Intellectual Property"** means any material conceived or produced in the furtherance of InspireHUB's interest and business or in which InspireHUB otherwise has a proprietary interest, and shall include, but is not limited to the following: the Application, Technology, documents, codes, methods, designs, programs, techniques, processes, products and reports, whether conceived or produced by InspireHUB, employees or contractors of InspireHUB, or any third party on InspireHUB's behalf.

**"Intellectual Property Rights"** means all copyrights, patents, trademarks, industrial designs, trade secrets and any other proprietary rights associated with Intellectual Property.

**"Order" or "Order Form" or "Purchase Order"** means the InspireHUB-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 system (Chargify) or via in-app purchase. The Purchase Order may be referred to as a "Statement of Work" if you are purchasing only Consulting Services.

**"Organizer"** means anyone with the permission access to create an event posts within the IHUBApp for Consumers.

**"Party"** means each of InspireHUB and Client, and **"Parties"** means InspireHUB and Client collectively.

**"Personal Data"** means any information relating to an identified or identifiable individual where such information is contained within Client Data and is protected similarly as personal data or personally identifiable information under applicable Data Protection Law.

**"Product"** means all products offered by sale by InspireHUB or its verified agencies including any free offerings.

**"Product and Services Catalog" or "Pricing Plans" or "IHUBApp Pricing" or "Pricing & Plans"** means the InspireHUB-approved licensing and offerings by which you agree to subscribe to the Subscription services that is published at <https://www.inspirehub.com/pricing-plans-build-now>

**"Registered User"** means a user of the Application ("IHUBApp"), who has obtained access to the Application through Client, and who has entered into a separate End-User License Agreement ("EULA"). A templated End-User License Agreement is available to the Client through the InspireHUB website. The Client takes full responsibility to ensure the EULA appropriately covers the digital experience which they build upon the IHUBApp for their own business purposes.

**"Sensitive Information"** means any form of (a) financial, tax or social security information, credit or debit card numbers, passport numbers, driver's license numbers or similar identifiers, passwords or log-in credentials, personal financial account numbers or wire instructions; (b) information related to health or medical treatment or diagnosis, genetic data or biometric data, physical or mental health condition or information; (c) information related to race, ethnicity, sexual orientation, sexual practices, religion or political or other beliefs; (d) information related to criminal offences; or (e) employment information or information related to union memberships or participants; in each case relating to an individual; (f) Any information defined under European Data Protection Laws (as this term is defined in



the DPA) as sensitive personal data (including special categories of personal data enumerated in European Union Regulation 2016/679, Article 9(1) or any successor legislation).

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

**"Subscription Service"** means all of the IHUBApp Platform, tools and add-ons 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, accessible via IHUBApp sub-domain or another designated URL, and any ancillary products and services, including website hosting, that we provide to you.

**"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).

**"Technology"** (or **"IHUBApp Platform"**) means the InspireHUB award-winning enterprise cloud-based messaging and notification software that is hosted by InspireHUB on Microsoft Azure servers, which provides the Client with the ability to launch their own white-labeled IHUBApp that uses PWA Technology and allows the client to track Users' of their individual IHUBApp usage of the Application, Content inputted by Users through the IHUBApp, and to set parameters for Content sharing and IHUBApp use, as described on InspireHUB's website through which Client registered for the Technology, Application and Services. It also includes products designed and used by InspireHUB to service each Client and help them manage their individual IHUBApps.

**"Third-Party Products"** means 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-InspireHUB apps available from, for example, the following: our integrations products page, partner directory, template marketplace, links made available through the Subscription Service and non-InspireHUB services listed on [services.InspireHUB.com](https://services.inspirehub.com).

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

**"Total Committed Subscription Value"** means the aggregate amount of Subscription Fees paid or payable to us during your then-current Subscription Term(s) for all of your InspireHUB accounts, but this amount excludes fees for renewals, Consulting Services and applicable taxes.

**"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.

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

**"You", "your" or "Client"** 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 Client.

**"Verified Agent"** any person who identifies possible licensees for the licensor's property, represents the property in trade shows or other mediums, and presents the property and proposals to licensees while negotiating contract terms.



## 2. TERMS OF PURCHASE

**1. Subscription Types.** There are different terms that apply depending on the subscription you purchase, and we cover those differences in this section.

**a. All Subscriptions.** The following applies to both Paid and Free Subscriptions.

### **i. Your Content**

We don't own your content, and you retain the rights to what you post. That said, you are responsible for what you publish and agree to not post anything that is prohibited such as viruses, spam, or serious threats of violence.

*If an IHUBApp is in violation of our [Acceptable Use Policy](#) or these terms, please let us know by emailing [report@inspirehub.com](mailto:report@inspirehub.com).*

When you remove your posts, we take every effort to remove it from our servers, but you acknowledge that cached versions of your content may remain for an undetermined time.

### **ii. Your IHUBApp URL**

When you create an IHUBApp, you receive free use of an InspireHUB-owned subdomain, such as inspired.ihub.app or amazing.ihubapp.ca. You agree to not engage in any "domain squatting", or claim an unreasonable number of subdomains (as we determine), or to sell access to any free subdomains that you are not paying to use.

### **iii. Your Transactions**

IHUBApp offers certain functions that allow you to facilitate payments through our technology that is facilitated through Stripe, Inc. By using these features either as Client or a User you agree to the terms set out in our Merchant Agreement.

**b. For Paid Subscriptions.** Provides customers with an IHUBApp license to create and access an IHUBApp on the IHUBApp Platform. For information about fees associated with IHUBApp licenses and renewals please refer to the Pricing and Plans page at: <https://www.inspirehub.com/pricing-plans-build-now>

### **i. Domain Names**

InspireHUB offers domain-masking services as a premium feature but does not act as a registrar. Once you have purchased your domain you can send a note to [support@inspirehub.com](mailto:support@inspirehub.com) to initiate payment and receive assistance in enabling your domain.

**c. For Free Subscriptions.** IHUBApp's basic service is free, and we offer paid subscriptions that include premium features such as custom domain names, additional users, extra storage, and greater brand width.

### **i. Advertising**

InspireHUB may display advertisements on your website and domain unless you have purchased a plan that includes the removal of ads. In order to provide ads to our benefit, InspireHUB may use a third-party service to measure usage and audience. By using the free version of





the IHUBApp, you authorize InspireHUB to sign a Traffic Assignment Letter on your behalf. This means that InspireHUB may receive credit for the traffic that comes to your IHUBApp and that you may not receive the credit. You agree to not assign your IHUBApp traffic to any other party. If InspireHUB requires you to verify ownership of your IHUBApp or domain name, you agree to provide it.

#### ii. IHUBApp Attribution

InspireHUB may display texts, links, banners, images, or posts, noting that your Hub is powered by IHUBApp. Attributions may not be removed unless you have purchased a license or entered into an agreement with InspireHUB that allows for this.

**2. Limits.** The limits that apply to you may be specified in the description of services on your online checkout, within this Agreement or in our published Pricing & Plans available on [inspirehub.com](https://www.inspirehub.com) at <https://www.inspirehub.com/pricing-plans-build-now>, and for our Free Subscriptions, these limits may also be designated only from within the product itself.

The IHUBApp is not directed to children. You may only use the IHUBApp if you can legally form a binding contract with us. You must be 18 years of age or older to use Subscription Services. If you are under 18 years of age (or the legal age of majority where you live), you can only use the IHUBApp under the supervision of a parent or legal guardian who agrees to this Agreement.

**a. For Paid Subscriptions,** if we make amendments to the limits set forth in the Product and Services Catalog that would negatively impact you, these amendments will not apply to you until the start of your next Subscription Term renewal. On renewal, the current product usage limits in our Pricing & Plans will apply to your subscription, unless otherwise agreed upon.

**b. For Free Subscriptions,** we may change the limits that apply to you at any time at our sole discretion.

**3. Modifications.** In order to improve your experience, we will modify the Subscription Service from time to time, including by adding or deleting features and functions. Notifications of significant changes are provided via the IHUBApp Dashboard.

**a. For Paid Subscriptions,** we will not make changes to the Subscription Service that materially reduce the functionality provided to you during the Subscription Term.

**b. For Free Subscriptions,** we may make changes that materially reduce the functionality provided to you during the Subscription Term. InspireHUB reserves the right to modify the product, pricing, and features associated with the free plan at any time without prior notice. The company is under no obligation to inform users of such changes and is not liable for any damages resulting from the modifications made to the Free subscription.

**4. Merchant Services.** InspireHUB offers a variety of tools that help to facilitate transactions through IHUBApp. You agree to abide by the IHUBApp Terms of Service and the IHUBApp Merchant Agreement.

**a. Responsibilities.** The IHUBApp uses Stripe as its payment gateway to process payments on features such as tickets and donations. If you use eCommerce features, the terms in this section apply, along with the terms for any other Service that you may use.

You have control over what you sell through the IHUBApp. InspireHUB is not involved in your business arrangements, transactions, customer relationships, and all payment



activities. As you use the IHUBApp to sell products, services or to raise donations, you agree to:

#### **i. Legal Responsibility**

1. You may only use Merchant Services for legitimate transactions with your customers. You may not use our transaction capabilities of the platform for any activity which is unlawful; promotes or encourages illegal activities; is unfair, deceptive, or exposes customers to unreasonable risks, or does not properly outline the terms of your transactions in advance in a clear manner.
2. You must comply with all applicable laws, such as those related to automatic renewal or providing consumer disclosures, and agree not to engage in unfair, deceptive, or abusive acts or practices.
3. You must promptly notify us via email if you receive any inquiry or action from a government or regulatory agency (such as the Federal Trade Commission or a state Attorney General) that's related to your use of Merchant Services.

#### **ii. Compliance Responsibility**

1. You must comply with Payment Card Industry Data Security Standard (PCI DSS) if applicable to you.

#### **iii. Transaction Management**

1. You are responsible for acquiring appropriate consent to process customer transactions, giving customers confirmation or receipts for each charge, verifying customers' identities, and determining a customer's eligibility and authority to complete transactions.
2. You are responsible for payment of all applicable Taxes relating to your ecommerce activities and your use of Merchant Services. You must collect, report, and/or pay the correct amounts to the appropriate authorities if applicable, and if needed, tell your customers about any Taxes they may be required to pay and issue appropriate invoices.
3. You should not encourage customers to submit chargebacks.
4. You are responsible for investigating any transaction you believe may be erroneous, suspicious, or prohibited by law, or otherwise pose unacceptable

compliance risks to us or you and, if appropriate, obtaining adequate information and assurances from your customer before fulfilling or completing the transaction.

5. You are solely responsible for ensuring that your transactions with customers comply with applicable export, import, and sanctions laws and regulations, including obtaining any required licenses or other authorizations or making required filings.

#### iv. Customer Support

1. You must accurately communicate product and transaction details, set expectations appropriately, and fulfill all commitments you've made.

2. You are responsible for all products and services you provide, including delivery, support, refunds, returns, providing any appropriate warnings, and ensuring all information you provide is accurate, complete, and current.

3. You must maintain fair and legally compliant return, refund, cancellation, and adjustment policies and clearly explain how customers can request a refund.

4. You must provide contact information so customers can contact you with questions or complaints.

5. You are responsible for all questions, complaints, disputes (including chargebacks), refunds, reversals, or fines that arise from your use of Merchant Services.

**b. Prohibited use.** The Merchant Services provided by InspireHUB must not be used for any illegal activities or activities that violate the rights of others, including but not limited to fraud, copyright infringement, trademark infringement, sale of counterfeit goods, distribution of illegal or harmful materials, or any other activities deemed inappropriate or illegal by local or international laws. The Company reserves the right to terminate any user's access to the Merchant Services if they are found to be engaged in any of these prohibited activities.

InspireHUB reserves the right to refund fees paid by end consumers if it is deemed necessary by the company. The decision to refund fees is at the sole discretion of InspireHUB, if you are found to be in violation of this Agreement, or if a regulatory authority or payment processor requires it.

**c. Transaction Fees and Negative Balances.** When you use our transaction services, you may be required to pay fees for certain features. For instance, the tickets feature has a fee that is a percentage of the revenue generated through the feature, and you authorize Stripe to pay that percentage to us.

*Please note that we are not obliged to reimburse or refund any revenue-based fees if you issue refunds to your customers.*

If your account balance becomes negative due to issues such as fraud or chargebacks, or if we need to pay or collect any fees related to your use of transaction services, you are responsible for paying those losses and fees. We reserve the right to collect payment for any such losses or fees.

**d. Tax Calculations.** Please note that we use Stripe, a third-party payment processor, to manage tax services related to our Merchant Services.

Please be aware that if (for any reason) we're required to pay or collect taxes on your behalf related to your use of our transaction services, you will be responsible for these taxes, and we may collect payment for them from you. We want to emphasize that InspireHUB will not be held responsible for any miscalculations or errors made in tax calculations provided by Stripe.

**e. Use of Stripe.** Please note that transaction services are made possible through our integration with Stripe. If you use a feature that enables you to collect payment in the IHUBApp, then some of your data (and your customer's data) will be submitted to or passed through to Stripe and Stripe third party's terms of service, privacy policy, and other policies apply. Please also note, that Stripe may charge you additional fees to use or access their services.

When you choose to set up an account with Stripe, you enter into a separate relationship with their services and InspireHUB is not involved in that agreement. We may facilitate communications and transactions (such as notifying you of the amount of transactions that have gone through your IHUBApp).

**5. Events.** Depending on your plan, InspireHUB may charge you service fees for event tickets sold through your site. By using the transaction services available through IHUBApp, you agree to pay the applicable fees and authorize InspireHUB to instruct its payment processing partners or your Payment Provider to deduct such fees from your relevant transactions or to otherwise collect them.

**a. For paid tickets made available through IHUBApp.** IHUBApp Fees (net of any IHUBApp Payment Processing Fees) that the Organization

**6. Client Support.** Phone support is available to those customers that have purchased this service from Monday to Friday 9am to 5pm EST (Eastern Standard Time) to report any emergency outages, with reduced hours during holidays in Canada and the US. Email inquiries can be sent to [support@inspirehub.com](mailto:support@inspirehub.com) and phone inquiries can be made to 1-855-355-4482.

Email responses are provided during phone support hours only. We attempt to respond to email support questions within one business day; in practice, our responses are generally even faster. We do not promise or guarantee any specific response time to those using our Free products.

We may limit or deny your access to support if we determine, in our reasonable discretion, that you are acting, or have acted, in a way that results or has resulted in the intentional misuse of support. Issues resulting from your use of API's or your modifications to code in the Subscription Service may be outside the scope of support. We will only provide support for integrations which are listed in-app as being supported by InspireHUB.

InspireHUB aims to provide a safe and healthy workplace for all its employees and will not tolerate any abuse of InspireHUB representatives.

## 7. Fees and Payments

**a. Subscription Fees.** The Subscription Fee will remain fixed during the Subscription Term unless you:

- i. exceed your allocated data amount, or other applicable limits (see the 'Limits' section below),
- ii. purchase additional modules and add-ons,
- iii. unless otherwise agreed to another fee in a Purchase Order or Addendum.

For IHUBApp module add-on purchases and increased data, once increased, even if there is a subsequent reduction in the amount of data used, visitors, texts sent, or other related items that are limited the Subscription Fee will not decrease. For details on how to manage your data to avoid an increase in your Subscription Fee, see section 7(b) below. We will monitor or audit remotely the variable limits for different usage in the Subscription Service.

**b. 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. You further authorize us to use a third party to process payments, and consent to the disclosure of your payment information to such third party. You will be provided a detailed receipt that shows your overall usage should you go over the amount that is allocated to you.

**c. Payment against invoice.** InspireHUB only accepts invoice payments from enterprise-level customers who pay for a full year subscription in advance. We will invoice you no more than forty-five (45) days before the beginning of the Subscription Term and each subsequent Billing Period. We will also invoice you other times during the Subscription Term when fees you have incurred are payable. All amounts invoiced are due and payable within thirty (30) days from the date of the invoice, unless otherwise specified in the Purchase Order Form.

**d. 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 IHUBApp Dashboard. All payment obligations are non-cancelable, and all amounts paid are non-refundable, except as specifically provided for in this Agreement. All fees are due and payable in advance throughout the Subscription Term. If you are an InspireHUB Agency Partner that purchases on behalf of a client, you agree to be responsible for the Purchase Order Form and to guarantee payment of all fees.

**e. Taxes.**

Tax-exempt entities who have provided proof of their exemption will not be charged taxes. All other entities will be subject to the appropriate taxes based on the jurisdiction in which you reside.

All fees are exclusive of taxes, which we will charge as applicable. As a client 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.

**i. For entities that reside in Canada:** 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.

**ii. For entities that reside in the EU:** At our request, you will provide us with the VAT registration number under which you are registered in your member state. If you do not provide us with a VAT registration number prior to your transaction being processed, we will not issue refunds or credits for any VAT that was charged.

## 8. Subscription Term, Cancellation, Suspension

**a. Term.** The term of this Agreement shall be as follows for IHUBApp Licenses:

**i. Paid Subscriptions.** From the Effective Date ("Initial Term") for the term as outlined in the purchase order for a period of one year (12 months). Paid subscription will auto-renew for successive renewal terms of equal duration as the Initial Term (each, a "Renewal Term"). The Initial Term and all Renewal Terms collectively shall be referred to as the "Term".

**ii. Free Subscriptions.** Work on a month-to-month basis and billed according to the subscription and fees obtained. Bulk license purchases or other special pricing offers do not apply.

### **b. Cancellation.**

You may cancel your subscription at any time which will end the annual auto-renewing by sending an email to [support@inspirehub.com](mailto:support@inspirehub.com). The following notice is required on all cancellations prior to the next renewal period engaging: 30 days' notice for licenses under \$250/month, 60 days' notices for licenses under \$500/month and 90 days' notice for all licenses that are more than \$1,000/month. All outstanding and remaining fees due must be paid in full per the terms of your contract, and you will continue to have access to the service through the end of your billing period.

### **INSPIREHUB DOES NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL SUBSCRIPTION PERIODS.**

If Client chooses to terminate this agreement in writing, all monies owed to INSPIREHUB (including the remaining payments per the term of the contract) will be due immediately and will be automatically charged to the Client's payment method on file. The amount charged to the Client for breach of the terms of the contract will be the lesser (or greater) of the amount remaining or the amount due based on the cost of damages for the breach. Under no circumstances will IHUB give refunds of the amount paid for the Services or Set up fee hereunder.

**c. Cancellation for Cause.** Either party may cancel 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 issue of a petition in bankruptcy or any other proceeding relating to insolvency, cessation of business, liquidation or assignment for the benefit of creditors. 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 Clients. This Agreement may not otherwise be terminated prior to the end of the Subscription Term.

**d. Suspension of User's for Prohibited Acts.** Clients are responsible to ensure the Users of the Products they have created are complying with our Acceptable Use Policy

<https://www.inspirehub.com/acceptable-use> . We may suspend any User's access to any or all Subscription Services without notice for:

- i. violating applicable local, state, federal, or foreign laws or regulations or the terms of this Agreement,
- ii. use of the IHUBApp Message Center that results in excessive hard bounces, SPAM complaints via feedback loops, direct spam complaints (to our abuse desk), or requests for removal from a mailing list by recipients, or
- iii. 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 and delete any User Data or Client Materials that we determine in good faith violate these terms or the AUP, provided that we have no duty to pre-screen, control, monitor or edit your User Data or User Materials.

**e. Outstanding Payments.** If any charge owing by the Client under this agreement for services is 30 days or more overdue, (or 10 days overdue in the case of payments the Client has authorized InspireHUB to charge to the Client's credit card), InspireHUB will provide you with notice of nonpayment of the amount due. We may suspend access to any or all of the Subscription Services ten (10) days after such notice. If you are disputing the applicable charges, we will not suspend the service as we work in good faith to resolve the dispute. A reactivation fee may be charged to reinstate any Suspended Service that was caused due to nonpayment.

**f. Suspension for Present Harm.** If your digital experience, Product 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. The suspension will be limited to the affected portion of the Subscription Service and will promptly resolve the issues causing the suspension of the Subscription Service. There is nothing in this clause that 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 Clients.

**g. Effect of Cancellation or Expiration.** If your paid subscription is canceled or expires, we will continue to make it available to your digital experience by archiving your IHUBApp. This may not be the case if your Agreement was terminated for cause. You may request the removal of your IHUBApp after expiration or termination of your subscription by sending a request to [support@inspirehub.com](mailto:support@inspirehub.com). As long as you have access to the IHUBApp account, you will continue to be subject to this Agreement.

Upon termination or expiration of this Agreement, the use of all Subscription Services and InspireHUB content will be stopped. You may have the opportunity to retrieve Client Data after termination or expiration, depending on the type of applicable subscription as specified in the 'Retrieval of Client Data' section below.

## 9. Retrieval of User Data.

**a. Paid Subscriptions.** For Paid Subscriptions, 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 User Data for 5 business days. As an alternative we will provide you with copies of all User Data then in our possession or control. If we provide you with temporary access to the account, we may charge a reactivation fee.

Thirty-one (31) days after termination or expiration of your Subscription, we will have no obligation to maintain or provide you the User Data. We will delete all User Data in our systems or otherwise in our control unless (i) we are legally prohibited or (ii) save as set out in the 'Deletion or Return of Personal Data' section of the DPA, then such Personal Data shall be Processed in accordance with our DPA.

**b. Free Subscriptions.** For Free Subscriptions, we will not provide you with any access to User Data after termination or expiration of your subscription.

**c. Archiving Data and IHUBApps.** InspireHUB will archive any inactive, canceled, suspended or terminated hubs for a period of one year, 12 months, from the time of termination with a reactivation fee being charged during that time. After the one year, 12 month, waiting period, clients will be offered the opportunity to archive with an archiving fee of \$500/annually. If a client selects to forego this archiving fee, a notice of deletion will be issued and all data related to the IHUBapp may be deleted with no opportunity for restoration in the future.

**10. InspireHUB's Proprietary Rights.** This is an Agreement for access to and use of the Subscription Service. 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 InspireHUB 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 InspireHUB Content, the Subscription Service, or the Consulting Services in whole or in part, by any means, except as expressly authorized in writing by us. Without prior written permission you may not use any of our trademarks.

We encourage all clients to be open to comment on the Subscription Service or Consulting Services, provide suggestions for improving it, and vote on suggestions that you may find beneficial for our services provided. 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.

**11. User's Proprietary Rights.** As between the parties, you own and retain all rights to the User Materials and Users Data. This Agreement does not grant us any ownership rights to User Materials or User Data. Permission is granted to InspireHUB and our licensors to use the User Materials and User Data only as necessary to provide the Subscription Service and Consulting Services to you and as otherwise permitted by this Agreement. If you are using the Subscription Service or receiving Consulting Services on behalf of another party, then you represent and warrant that you have all sufficient and necessary rights and permissions to do so.

## **12. Confidentiality, Intellectual Property, and Restrictive Covenants.**

### **a. Confidentiality.**

**i. Protection.** Each party agrees to protect the other party's trade secrets, financial information (including, without limitation, costs, pricing, profit or margin information) employees' information (including, without limitation, skills and remuneration), customer lists, suppliers, inventions, know-how, formulas, specifications, instructions, products or devices, research and developments information, testing benchmarks, marketing strategies, future business plans, methods of operation, and any other information that should reasonably be understood to be confidential or proprietary ("Confidential Information"), as well as the Confidential Information belonging to other party's clients, to the same



extent and in the same manner as each party protects its own Confidential Information, but each party agrees (I) that in no event will less than reasonable care be used and (II) to not use the Confidential Information of the other party except in connection with the performance of its obligations under this Agreement.

**b. Permitted Disclosure.** Each party will be permitted to disclose: (I) relevant aspects of such Confidential Information to its employees on a need-to-know basis, provided they have undertaken to protect the Confidential Information to the same extent as required under this Agreement, and (II) such Confidential Information that was already known to the receiving party, was disclosed without obligation to keep the information confidential, was publicly known or became publicly known through no-fault of the receiving party, was independently developed by the receiving party without use of the other party's Confidential Information, or required to be disclosed by a court of competent jurisdiction, in which case the non-receiving party will be granted a reasonable opportunity to obtain a protective order, if such an order is available and necessary to protect the Confidential Information from further disclosure.

**c. Return.** Except as set out in this Agreement, neither party grants to the other any right, title or interest (including any intellectual property rights) in or to its Confidential Information. Upon termination of this Agreement or upon the written instruction of the party owning the Confidential Information, the other party will return or destroy the requesting party's Confidential Information. For this Agreement, a party will be deemed to have destroyed electronic Confidential Information when it executes an application or operating system-level, commercially reasonable delete function on it.

**13. Publicity.** You grant us the right to add your name and company logo to our Client list, IHUBApp Store and website. To object to this use, please indicate so by emailing [pr@inspirehub.com](mailto:pr@inspirehub.com).

**14. Indemnification.** You will indemnify, defend and hold us and our Affiliates 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 or our Affiliates to the extent that such Action is based upon or arises out of (a) unauthorized or illegal use of the Subscription Service by you or your Affiliates, (b) your or your Affiliates' noncompliance with or breach of this Agreement, (c) your or your Affiliates' use of Third-Party Products, or (d) the unauthorized use of the Subscription Service by any other person using your User information e) where the Client Data or Content infringes a third-party's intellectual property rights, or is inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful. A notification in writing will be sent to you 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.

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

**a. Disclaimer of Warranties.** WITHOUT LIMITING OUR OBLIGATIONS IN THE 'PROTECTION OF Client DATA' SECTION OF THIS AGREEMENT, 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, INSPIREHUB 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, INSPIREHUB 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.

**b. No Indirect Damages.** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, DATA OR BUSINESS OPPORTUNITIES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

**c. RESPONSIBILITY AND LIABILITY FOR DATA.** INSPIREHUB PROVIDES THE DATA 'AS IS' AND AS IT IS AVAILABLE, WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING THE FOLLOWING: WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR PRIVACY RIGHTS OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. NOTWITHSTANDING AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) INSPIREHUB DOES NOT REPRESENT OR WARRANT THAT ANY DATA OR ACCESS TO IT WILL BE UNINTERRUPTED OR ERROR-FREE; AND (b) INSPIREHUB DOES NOT HAVE OBLIGATION TO INDEMNIFY CLIENT AGAINST ANY CLAIM THAT MAY ARISE OUT OF OR RELATED TO THE DATA IN ANY WAY, INCLUDING WITHOUT LIMITATION CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT OR VIOLATION OF PRIVACY RIGHTS.

**d. Limitation of Liability.** InspireHUB will not be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) and irrespective of whether the InspireHUB has been advised of the possibility of any such damage. More specifically, InspireHUB shall not be liable to Client for any lost profits, lost revenues or opportunities, downtime, or any consequential damages or costs, resulting from any claim or cause of action based on breach of warranty, breach of contract, negligence, or any other legal theory, even if InspireHUB knew or should have known of the possibility thereof. In no event shall InspireHUB's aggregate liability exceed the amounts actually paid by Client in the 12 month period immediately preceding the event giving rise to the claim. InspiredHUB assumes no liability on any free subscriptions in which a Client engages.

Client shall not be responsible for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to actions of InspireHUB in North America, (whether for breach of contract, tort, negligence, or other form of action) and irrespective of whether the Client has been advised of the possibility of any such damage.

**e.Events using IHUBApp.** Other than InspireHUB's obligation to pay out Event Proceeds in certain circumstances to certain Organizers under the Merchant Agreement, and only in accordance with those terms, the InspireHUB Released Parties'



maximum aggregate liability is limited as follows:

i. **Organizers with IHUBApp Paid Tickets.** The IHUBApp Fees (net of any IHUBApp Payment Processing Fees) that the Organizers paid InspireHUB in the three (3) month period immediately preceding the circumstances giving rise to their claim; or

ii. **Other Users.** The total price of the tickets or registrations that the user purchased or made through the Services in the three (3) month period immediately preceding the circumstances giving rise to their claim; or If no tickets or registrations were purchase one hundred U.S. Dollars (USD \$100)

**f. Third Party Products.** WE AND OUR AFFILIATES DISCLAIM ALL LIABILITY WITH RESPECT TO THIRD-PARTY PRODUCTS THAT YOU USE. OUR LICENSORS SHALL HAVE NO LIABILITY OF ANY KIND UNDER THIS AGREEMENT.

**g. 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.

**16. Restrictive Covenants.** During the term of this Agreement, and for twelve (12) months following its termination, Client will not, without InspireHUB's prior approval in writing, either directly or indirectly, on Client's own behalf or in the service of or on behalf of others: (I) solicit, divert, or hire, or attempt to solicit, divert, or hire, any of InspireHUB's officers, partners, employees, contractors, or other representatives, or (II) persuade or attempt to persuade any of InspireHUB's officers, partners, employees, contractors, or other representatives to modify, alter, terminate, or not renew their employment or other relationship with InspireHUB.

## 2.1 ACCESS AND SERVICE LEVEL TERMS

**1. Accessing IHUBApp.** During the Subscription Term, we will provide you access to use the Subscription Service as described in this Agreement and the applicable Order. Third party service providers may be used to provide some or all elements of the Subscription. Your Affiliates may access and use the Subscription Service or receive the Consulting Services purchased; provided that, all such access, use and receipt by your Affiliates is subject to and in compliance with the Agreement and you shall at all times remain liable for your Affiliates' compliance with the Agreement.

**2. Service Level Agreement (SLA).** For the purposes of this 'Service Level Agreement' section, the following definitions shall apply as it pertains to "Service uptime":

"Severity 1" or "Code Black" means that a production server or other mission critical system(s) are down and there is no workaround that is immediately available. "Exclusions" means the following:

**a. Acts of God:** Unavailability caused by circumstances beyond our reasonable control, including, without limitation, act of God, acts of government, emergencies, natural disasters, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving our employees), or any other force majeure event or factors;

**b. Third Party Integrations:** Any problems resulting from Client's combining or merging the Subscription Service with any hardware or software not supplied by us or not identified by us in writing as compatible with the Subscription Service;

**c. Third Party Hosting Services:** Any interruptions or delays in providing hosting services from our third party provider Microsoft Azure.

**d. Service Provider Interruptions:** Interruptions or delays in providing the service resulting from telecommunications or internet service provider failures outside of our data services as measured by our third party website availability monitoring provider; and

**e. Maintenance Interruptions:** Any interruptions or delays that may happen during software releases. Releases are typically done outside of business hours as far as possible. We reserve the right to push out emergency maintenance solutions to our clients at any time.

**f. Improper Application:** Any interruption or unavailability resulting from the misuse, improper use, alteration, or damage of the Subscription Service.

"Service Uptime" means (total hours in calendar month - unscheduled maintenance which causes unavailability - Severity 1 issue durations - scheduled maintenance - Excluded) / (Total hours in calendar month - scheduled maintenance - Excluded) X 100%.

InspireHUB will use commercially reasonable efforts to make sure your service is running with **Service Uptime of 99%** during any monthly billing cycle. Subject to the SLA Exclusions, if we do not meet the Service Commitment, you will be eligible to receive a Service Credit which will Service Credits are based on our calculations and are calculated as a percentage of the total charges due on your invoice for the monthly billing cycle in which the Unavailability occurred, applied proportionally to the Services that were Unavailable in accordance with the schedule below:

1. For a Monthly Service Uptime Percentage less than 99.00% but equal to or greater than 95.00%, you will be eligible for a Service Credit of 10% of the charges attributable to the affected services.
2. For a Monthly Uptime Percentage that is less than 95.00%, a Service Credit of 30% is eligible for the affected resources based on the applicable downtimes as measured and calculated.

Service credit shall be applied against an invoice or charge for the following renewal Subscription Term, provided Client requests such credit within twenty (20) days of the end of the relevant calendar month.

The IHUBApp Platform is hosted on different providers depending on the feature you are accessing. This includes Microsoft Azure who provides their own Service Level Agreements here: <https://azure.microsoft.com/en-ca/support/legal/sla/> and Cloudflare who provides their own Service Level Agreements here: <https://www.cloudflare.com/business-sla/>

## 2.2 PRODUCT DISCLOSURES

**1. Privacy Disclosure.** For privacy disclosures about the Subscription Service, please see our Product Privacy Policy found on the InspireHUB website. <https://www.inspirehub.com/privacy-policy>

### 2. Use and Limitations of Use

**a. Acceptable Use.** You will comply with our Acceptable Use Policy found on the InspireHUB website ("AUP"). <https://www.inspirehub.com/acceptable-use>

**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.

If you are legally prohibited from receiving or using Subscription Services under the laws of the country you reside in, you may not use the Subscription Service or access or use the Subscription Service. The Subscription Service is not designed to comply with industry-specific regulations such as the Health Insurance Portability and Accountability Act (HIPAA) or the Federal Information Security Management Act (FISMA). The Subscription Service cannot be used where your communications would be subject to such laws. You may not use the Subscription Service in a way that would violate the Gramm-Leach-Bliley Act (GLBA). Nothing contained herein shall limit the usage restrictions specific to Sensitive Information under the Agreement.

You will notify us right away of any unauthorized use of your Users' identifications and passwords or your account by following the instructions on the InspireHUB website.

**c. Sensitive Information.** YOU ACKNOWLEDGE AND TAKE FULL RESPONSIBILITY FOR ANY SENSITIVE INFORMATION THAT MAY BE MANAGED OR PROCESSED THROUGH YOUR IHUBAPP AND ACCORDINGLY YOU AGREE TO TAKE ALL MEANS NECESSARY TO PROPERLY PROTECT AND COMPLY IN ACCORDANCE WITH THE LAWS OF YOUR COUNTRY ANY SENSITIVE INFORMATION YOU MAY DECIDE TO COLLECT. YOU AGREE TO ASSUME ALL RESPONSIBILITY FOR THE PROTECTION OF YOUR DATA. WE WILL NOT HAVE AND WE SPECIFICALLY DISCLAIM ANY LIABILITY THAT MAY RESULT FROM YOUR USE OF THE SUBSCRIPTION SERVICE TO COLLECT, PROCESS OR MANAGE SENSITIVE INFORMATION.

**d. Using Social Technologies.** You agree to use Social Technologies only in compliance with any terms of use specified by each Social Technology. We do not control the content, messages or information found in Social Technologies. We will not have any liability with regards to the Social Technologies and any actions resulting from your use of the Social Technologies.

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

**3. Additional Features (Add-Ons and Modules).** You may choose to add to your subscription with additional features by placing an additional Order or activating the additional features from within your IHUBApp 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 IHUBApp account.

**4. Consulting Services.** InspireHUB provides Consulting Services available for purchase to Partners and Affiliates through online checkout. The Consulting Services we provide will be listed in the description of the services to which you check out and will be delivered in English, unless otherwise agreed upon. The Fees for Consulting Services are considered to be an add-on to your Subscription Fee. You will be invoiced appropriately based on the additional Consulting Services Fees. If you purchase recurring Consulting Services, they will be added to your subscription and will renew in accordance with that subscription unless otherwise stated on the Purchase Order.



All Consulting Services are performed remotely, unless otherwise agreed.

For on-site Consulting Services, you will reimburse us our reasonable costs for all expenses incurred in connection with the Consulting Services including travel, hotel, and meal expenses. Any invoices or other requests for reimbursements will be due and payable within thirty (30) days of the date of the invoice.

If a specific number of hours are purchased for the purpose of Consulting Services, those hours will expire as indicated in the applicable description (the "Expiration Period"). If the Consulting Services purchased include deliverables, 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 there is no Expiration Period or Delivery Period indicated, then it will be one hundred and eighty (180) days from purchase. If the Consulting Services provided are not complete at the end of the Delivery Period due to failure of your own to make the necessary resources available to us or to perform your obligations, the Consulting Services will be deemed to be complete at the end of the Delivery Period. 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 will be extended to allow us to complete such Consulting Services.

Consulting Services may be provided in whole or in part through third party service providers. Consulting Services are final in the terms of non-cancellable and all fees for Consulting Services are non-refundable.

### 3.0 GENERAL LEGAL TERMS

#### 3.1 User Data

**a. Limits on InspireHUB.** Except for your direction or permission as outlined in these terms, we will not use, or allow anyone else to use, User Data to contact any individual or company. We will use User Data only in order to provide the Subscription Services, Consulting Services and Advertising Services to you and only as permitted by applicable law, this Agreement, and our Product Privacy Policy <https://www.inspirehub.com/privacy-policy>.

**b. Data Practices.** We may monitor use of the Subscription Service gathered in aggregate and in an anonymous manner by all of our Clients and use the information. You agree that we may use and publish such information, provided that such information does not incorporate any User Data and/or identify you. For clarity any data provided to other Clients or third parties will only be in an aggregated and anonymous manner. We use Client and User Data in an anonymized manner for machine learning that supports certain product features and functionality within the Subscription Service.

**c. Client Support.** You agree to provide InspireHUB employees and consultants with access to your IHUBApp data for the purposes of troubleshooting any errors, issues, or training you may be encountering. This may include an InspireHUB employee impersonating a user in order to determine the issue they are encountering.

**d. Protection of Client and User Data.** InspireHUB will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of User Data, as described in the Documentation. The terms of the DPA are hereby incorporated by reference and shall apply to the extent any Client Data includes Personal Data as defined in the DPA <https://www.inspirehub.com/dpa>. We will maintain commercially appropriate administrative, physical, and technical

safeguards to protect Personal Data.

**e. Data Ownership.** As a client who has purchased a license of InspireHUB you own the data during the use of our subscription services. As the sole owner of this data you are free to resell the data to any third parties at your discretion. As a result, InspireHUB is not liable in any way for any issues or consequences of selling the client's data to third parties. InspireHUB relieves itself of any liability with the third party and the client.

### 3.2 SPECIFIC TERMS BY JURISDICTION

#### 1. Contracting Entity and Applicable Law.

Except to the extent any applicable law provides otherwise, the Agreement and any access to or use of our Services will be governed by the laws of the state of Texas, U.S.A., excluding its conflict of law provisions and the application of the United Nations Convention of Contracts for the International Sale of Goods, and the proper venue for any disputes arising out of or relating to the Agreement and any access to or use of our Services will be the state and federal courts located in Dallas, Texas, U.S.A. Nothing in this Agreement affects your rights as a consumer to rely on mandatory provisions in your country of residence.

InspireHUB hosts separate instances of our platforms in the three countries and each instance is compliant with the privacy and data laws of that respective country. It is important to understand that InspireHUB follows GDPR-EU guidelines, however, the Country where your Hub is hosted will influence certain aspects of your privacy and security.

#### a. North America

i. **Canada.** If your IHUBApp is hosted in Canada, then you are contracting with InspireHUB Canada Holdings Inc. and this Agreement is governed by the province of Ontario without reference to conflicts of law principles.

ii. **United States of America.** If your IHUBApp is hosted in the USA, then you are contracting with InspireHUB, Inc. and this Agreement is governed by the laws of the State of Texas, U.S.A. without reference to conflicts of law principles. For contracts with InspireHUB, Inc., both parties consent to the exclusive jurisdiction and venue of the courts in Dallas, Texas, U.S.A. for all disputes arising out of or relating to the use of the Subscription Service or the Consulting Services.

iii. **Tribal Sovereignty.** InspireHUB acknowledges federally recognized, sovereign tribal governments. Any court proceeding arising out of this agreement will be conducted in the Tribal court of the specific tribe as outlined in an addendum that will be included as part of this agreement. InspireHUB expressly consents to personal jurisdiction in Tribal Court. Nothing contained herein shall be construed or interpreted as a waiver of the Tribe's sovereign immunity.

b. **Australia or New Zealand.** If your IHUBApp is hosted in **Australia**, then you are contracting with InspireHUB Australia Pty Ltd and this Agreement is governed by the laws of the state of New South Wales, Australia without reference to conflicts of law principles. International: If you are located in a geographic region that does not fall into one of the designations described above, then you are contracting with InspireHUB, Inc. (USA) unless otherwise indicated on your Purchase Order.

## 2. EU/EEA and Switzerland Data Processing.

InspireHUB, Inc. participates in and has certified its compliance with the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of Personal Data (as defined in the DPA) transferred from the European Economic Area, the United Kingdom and/or Switzerland, as applicable, to the U.S. For additional detail on our commitments with respect to the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks, see our Privacy Policy and Product Privacy on the InspireHUB website. Customers 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 InspireHUB 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.

## 3.2 MISCELLANEOUS CONTRACT PROVISIONS

**a. 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 (see 'Fees and Payments.') If there is an update or change regarding the Customer Terms of Service, the updated Client Terms of Service will be posted on the InspireHUB website. An email or in-app notification will be sent to you. The updated Client Terms of Service will become effective and binding on the next business day after it is posted. When we change these Client Terms of Service, the "Last Modified" date above will be updated to reflect the date of the most recent version. If you would like to receive an email notification when we update the Client Terms of Service, complete the form found on the InspireHUB website. If there is an update or change on the Product Disclosures page, 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 Client Terms of Service periodically.

You must notify us within (30) days in writing if you do not agree with a modification to the Client Terms of Service, 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 Client Terms of Service prior to modification for the remainder of your current term. Upon renewal, the Client 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.

**b. 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. Reasonable efforts to mitigate the effect of a force majeure event will be the responsibility of each party.

**c. 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.

**d. Relationship of the Parties.** You and we agree that no joint venture, partnership, employment, or agency relationship exists between us.

**e. Dispute Resolution.**



i. **Mutual Reasonable Efforts:** The Parties will use reasonable commercial efforts to promptly and in a diligent manner resolve any dispute, whether arising during the term of this Agreement or at any time following thereof, arising in relation to this Agreement by negotiation between the parties within a reasonable period of time.

ii. **Ongoing Obligations:** Both parties will continue the performance of their respective obligations, including, without any limitation, all payment obligations, during the resolution of any dispute or disagreement, including during any period of arbitration, unless and until this Agreement is terminated or expires in accordance with its terms and conditions.

iii. **Arbitration:** If, despite the use of reasonable commercial efforts to resolve the dispute by negotiation, a dispute remains unresolved for ninety (90) days, InspireHUB may, in its sole discretion and without prejudice to its right to assert simultaneously or subsequently any Claim, or seek any relief, in any other forum, refer the dispute for final resolution or determination by arbitration administered under the rules of the country with which this agreement is based in.

**f. Compliance with Laws.** We will comply with all U.S. state and federal laws (where applicable) in our provision of the Subscription Service, the Consulting Services and our processing of Client 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 comply with the sanctions programs administered by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury in your use and receipt of the Subscription Service and Consulting Services. 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.

**g. 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.

**h. 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 InspireHUB, Inc., InspireHUB Canada Holdings Inc , InspireHUB Australia Pty Ltd.:  
InspireHUB, Inc., 3850 Dougall Ave, PO Box 31085, Windsor, ON N9G 2Y2 Attention: General Counsel.

To you: your address as provided in our InspireHUB 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.

**i. Entire Agreement.** This Agreement (including each Order), along with our Privacy Policy found at <https://www.inspirehub.com/privacy-policy>, Product 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.

**j. Assignment.** You will not assign or transfer this Agreement without our prior written consent, except that you may assign this Agreement to a successor by reason of merger, reorganization, sale of all or substantially all of your assets, change of control or operation of law, provided such successor is not a competitor of ours. We may assign this Agreement to any InspireHUB affiliate or in the event of merger, reorganization, sale of all or substantially all of our assets, change of control or operation of law.

**k. 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.

**l. Contract for Services.** This Agreement is a contract for the provision of services and not a contract for the sale of goods. The provisions of the Uniform Commercial Code (UCC), the Uniform Computer Information Transaction Act (UCITA), or any substantially similar legislation as may be enacted, shall not apply to this Agreement. If you are located outside of the territory of the United States, the parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not govern this Agreement or the rights and obligations of the parties under this Agreement.

**m. 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. Client further warrants and represents that it has the authority to procure its Affiliates compliance with the terms of this Agreement.

**n. Survival.** The following sections shall survive the expiration or termination of this Agreement: 'Definitions', 'Fees and Payments', 'Prohibited and Unauthorized Use', 'Early Cancellation', 'Termination for Cause', 'Suspension for Prohibited Acts', 'Suspension for Non-Payment', 'Suspension for Present Harm', 'Effect of Termination or Expiration', 'Retrieval of Client Data', 'InspireHUB's Proprietary Rights', 'Client's Proprietary Rights', 'Confidentiality', 'Publicity', 'Indemnification', 'Disclaimers; Limitations of Liability', 'Miscellaneous' and 'Contracting Entity and Applicable Law'. Additionally, the 'Alpha/Beta Services' section of the Product Disclosures page shall survive expiration or termination of this Agreement.

**o. Precedence.** In the event of a conflict between the terms of the Client Terms of Service and an Order, the terms of the Order shall control, but only as to that Order.

**p. Entire Agreement.** This agreement constitutes the entire agreement between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.

**q. Amendments.** No amendment to this agreement will be effective unless it is in writing and signed by both parties.

**r. Effectiveness; Date.** This agreement will become effective when both parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated



with that party's signature) will be deemed the date of this agreement.

**s. Counterparts; Electronic Signatures.** This agreement may be signed by one or more counterparts, which together will form a single agreement. This agreement may be signed electronically.

**AGREED AND ACCEPTED:** The Parties, do hereby give effect to the terms, conditions and obligations of this Agreement, including any related Appendices, to be executed as of the date set forth above.