

TicoonSales Terms of Use

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General

Ticoon Technology, Inc. (“Ticoon”, “we”, “us” and terms of similar meaning) provides this web site and the services provided by or through this web site to our Financial Product and Service Provider (as defined below, and also referred to herein as “you” or words of similar import) customers subject to these terms and conditions of use (these “Terms”). Where these Terms refer to a “party” this term means either you or us, or both of us, as applicable.

In these terms we refer to this web site, any successor web sites (together, the “Site”) and any software that we provide through the Site as the “Application”. The Application includes the Ticoon Platform and its various present and future components, including TicoonMarketplace, TicoonFieldForce, TicoonSales, TicoonTouch, Ticoon E-Delivery, TicoonCommunicator and others. We refer to the services provided by the Application (including any API that we provide) as the “Services”, and we refer to the Application, the Services and the Content (as defined below) as the “Ticoon Materials”.

The Services are designed to assist our users in managing relationships among and information exchanged between themselves related to the creation, distribution, management, administration, sale and servicing of investment, insurance and banking industry products, such as mutual and other investment funds (including fund companies, insurance carriers, banks, investment dealers and investment advisors), and the end purchasers / customers of those products.

In these terms we use the following defined terms when we refer to these matters:

- **“Data”**: the data and other information (including End User Data) that our users (including End Users and Financial Product and Service Providers) provide to us in the course of or for the purpose of their use of the Services (and we use the term “your Data” to refer to Data (including End User Data) that you provide to us in the course of or for the purpose of your use of the Services. For clarity, if two or more Users provide the same Data to Ticoon, that data is Data of each such User);
- **“End User Data”**: the data and other information relating or identifiable to a particular End User (for clarity, including any Data that is, under any applicable privacy law, personal information of that End User) that our users (including End Users and Financial Product and Service Providers) provide to us in the course of or for the purpose of their use of the Services (and we use the term “your End User Data” to refer to End User Data that you provide to us in the course of or for the purpose of your use of the Services. For clarity, if two or more Users provide the same End User Data to Ticoon, that data is End User Data of each such User);



- **“End Users”**: the end purchasers / customers of Financial Products who use the Application to interact with or receive services from Financial Product and Service Providers (and we use the term “your End Users” to refer to those End Users who from time to time have an account with you, or who purchase or hold your Financial Products);
- **“Financial Product and Service Providers”**: the companies and individuals that are involved in the creation, distribution, management, administration, sale and servicing of Financial Products and their purchasers, that use the Application to interact with or provide services to End Users or other such companies and individuals. These include (but are not limited to) fund companies, insurance companies, banks, investment dealers and investment advisors, as well as the affiliates and service providers of all of the foregoing;
- **“Financial Products”**: the investment, insurance and banking products, such as (but not limited to) mutual and other investment funds, that Financial Product and Service Providers create, distribute, manage, administer, sell or service (and we use the term “your Financial Products” to refer to the Financial Products that you create, sell, market, manage, administer, sell or service); and
- **“Users”**: the End Users and Financial Product and Service Providers that are our users.

Please read these Terms carefully before using the Services. By accessing or using the Services you agree to be legally bound by these Terms and all terms, policies and guidelines incorporated by reference in these Terms. If you do not agree with these Terms in their entirety, you may not use the Services.

Please refer to [Ticoon's privacy policy](#), (the “Privacy Policy”) for information on how Ticoon collects, uses and discloses personal information. By registering for a Ticoon account you agree to our use, collection and disclosure of personal information in accordance with the Privacy Policy. The End User Data that you may from time to time provide to us is subject to our Privacy Policy and, if applicable, we are entitled to treat it as personal information of the applicable End User. See our [Privacy Policy](#) at <http://www.ticoon.com/privacy-policy/> for more information about our use of that End User Data.

These Terms are a legal agreement between you and Ticoon, and no other person. They do not amend or modify any legal agreement you may have or from time to time have with any End User, Financial Product and Service Provider or other person. For example, if you sold a Financial Product to an End User, any rights or obligations you or they may have from or to the other under any legal agreement you may have with each other at any time are not affected in any way by these Terms.

Ticoon reserves the right to change or modify any of the terms and conditions contained in these Terms, or any policy or guideline applicable to the Services (including the Privacy Policy), at any time and in our sole discretion. If we do so, we will notify you at the email address you provide in your Registration Data (as defined below), if any, or we will provide a notification visible to you through your use of the Application. If you do not agree with the changes, you can cancel your Ticoon account without further obligation, and if those changes materially adversely affect your rights under these Terms we will refund you any prepaid fees covering the remainder of the term of the terminated subscriptions (otherwise any



prepaid amounts are non-refundable). Unless otherwise specified, any such changes or modifications will be effective immediately upon notice, and your continued use of the Services after such time will constitute your acceptance of such changes or modifications. You should from time to time review the Terms and any policies and documents incorporated in them to understand the terms and conditions that apply to your use of the Services. The Terms will always show the 'last updated' date at the top. If you do not agree to any amended Terms, you must stop using the Services. If you have any questions about the Terms, please email us at info@ticoon.com.

1. Registration Data; Account Security

If you obtain an account on the Services, you agree to (a) provide accurate, current and complete information as may be prompted by any registration forms we provide for the Services ("Registration Data"); (b) maintain the security of your password; (c) maintain and promptly update the Registration Data, and any other information you provide to Ticoon, and to keep it accurate, current and complete; and (d) accept all risks of access to the Services if you share your Registration Data with others. You are responsible for all activity on your Ticoon account, and for all charges incurred by your Ticoon account. Notices that we are required under these Terms to send to you shall be sent to the contact info that you maintain in your Registration Data. We are not responsible for any loss or damage to you if you do not keep your Registration Data up to date.

2. The Services and our Service Warranties

We warrant that we shall use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (i) scheduled downtime, and (ii) any unavailability caused by circumstances beyond our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving our employees), Internet service provider failure or delay, or denial of service attack. We will post notices and updates on any scheduled downtime in the Application.

We warrant that we will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of your Data, as described in these Terms and on the Site. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of your Data by our personnel except (a) to provide the Services (including providing your Data to other Users as contemplated by the Services) and prevent or address service or technical problems, (b) as provided for in the Privacy Policy, or (c) as you expressly permit in writing. See the Site for more information on these safeguards.

We warrant that (a) these Terms, the Site and the support documentation we provide on the Site concerning the Services (the "Documentation") accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of your Data, (b) We will not materially decrease the overall security of the Services during a subscription term, (c) the Services will perform materially in accordance with the Site and the applicable Documentation, (d) we will not materially decrease the functionality of the Services during a subscription term, and (e) the Services and Content will not introduce harmful code (including code, files, scripts, agents or programs intended to



do harm, including, for example, viruses, worms, time bombs and Trojan horses) into your systems (provided that we make no such warranty with respect to any Data, or any Content provided by any User).

Your exclusive remedies for any breach of the warranties in this Section 2 are termination of these Terms and of your use of the Services, and a refund of the applicable portion of fees that you have prepaid for the use of the Services.

3. Your Use of the Services

You will not (a) except as expressly permitted by the Application make any Service or Content available to, or use any Service or Content for the benefit of, anyone other than you or other Users, (b) sell, resell, license, sublicense, distribute, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use a Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third party privacy rights, (d) use a Service to store or transmit harmful code (as defined above), (e) interfere with or disrupt the integrity or performance of any Service or third party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) subject the Service to any excessive or unusual usage or loads, or interfere with the ordinary operation of the Service (in each case, in our sole discretion), (h) copy a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein, (j) frame or mirror any part of any Service or Content, other than framing on your own intranets or otherwise for your own internal business purposes or as expressly permitted on the Site, (k) access any Service or Content in order to build a competitive product or service, (l) communicate with or send any notice or other information to any another User through the Application except in relation to the Services and in accordance with these Terms, the Privacy Policy, and all applicable laws, or (l) reverse engineer any Service (to the extent such restriction is permitted by law).

You will (a) be responsible for your personnel's compliance with these Terms, (b) be responsible for the accuracy, quality and legality of your Data and the means by which you acquired your Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify us promptly of any such unauthorized access or use of which you become aware, and (d) use Services and Content only in accordance with these Terms and applicable laws.

4. Fees; Charges; Taxes

Fees and any other charges for the use of the Application are described on the Site. They may change from time to time. If we change them, we will give you at least 30 days' notice at the email address you provide in your registration information, if any, or we will provide a notification visible to you through your use of the Application. If they do change, your continued use of the Application after the change indicates your agreement with the new fees and charges after the effective date of the change. Any change to fees and other charges will not be applicable to the billing period in which the change occurs.

You are responsible for all taxes applicable to the fees and charges in any applicable jurisdiction. If we have the legal obligation to pay or collect taxes for which you are responsible under this Section, we will invoice you and you will pay that amount unless you provide us with a valid tax exemption certificate

authorized by the appropriate taxing authority. For clarity, we are solely responsible for taxes assessable against us based on our income, property and employees.

5. Ownership, Copyright and Trademarks

In these Terms the content available through the Services, including all information, Data, other data, logos, marks, designs, graphics, pictures, sound files, other files, and their selection and arrangement, is called "Content".

All Data is property of the User that provided that Data to us. Our only rights to that Data are the limited licenses to it granted to us in these Terms. Those licenses are described in Section 6 and Section 19 of these Terms.

Other than the Data, the Services and all Content and all software available on the Services or used to create and operate the Services is the property of Ticoon or its licensors, and is protected by Canadian and international copyright laws, and all rights to the Services, such Content and such software are expressly reserved. All trademarks, registered trademarks, product names and company names or logos mentioned in the Services are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by Ticoon.

Your Data is your responsibility. We have no responsibility or liability for any loss or damage your Data may cause to you or to others. You are solely responsible for maintaining copies of and replacing any Data you post or store on the Services. If you provide Data to us for the use of other Users through the Services, you agree that we are permitted to provide to them the Data for their use in the manner specified in the Application, or if no manner is specified, in the manner in which the Services generally permit such use of that Data, and also agree that we have no responsibility or liability for their use of such Data.

6. Your Limited License of Your Data to Ticoon

We do not claim any ownership of your Data, but we do need the right to use your Data to the extent necessary to operate the Application and provide the Services, now and in the future. For example, if you provide Data to us we need your license to display that Data on the Services in the applicable manner, and we need the right to sublicense that Data to the other Users for whose use you provided that Data to us, so that they can use that Data in the applicable manner.

Therefore, by providing Data to us through the Services, you (a) grant Ticoon and its affiliates a non-exclusive, royalty-free, transferable right to use, display, perform, reproduce, distribute, publish, modify, adapt, translate, and create derivative works from such Data, in the manner in and for the purposes for which the Services from time to time use such Data; (b) represent and warrant that (i) you own and control all of the rights to the Data that you post or otherwise distribute, or you otherwise have the lawful right to post and distribute that Data, to or through the Services for use in accordance with these Terms and the Privacy Policy as they may be amended from time to time; and (ii) the use and posting or other transmission of such Data does not violate these Terms and will not violate any rights of or cause injury to



any person or entity. This license does not allow us to make substantive changes to your Data, except that we are permitted to comply with requests under our Privacy Policy from End Users in relation to their End User Data. For example, if an End User asks us to delete some or all of our End User Data relating to them, or to update it, we are permitted to do so.

For clarity, your license of Data to us under this Section also gives us the right to use the applicable End User Data for the purposes of matching your account with the applicable End User to their account with us.

If you give us your Data through the Application for its use by our other Users, you also grant us and our affiliates a non-exclusive, royalty-free, transferable right to sublicense such Data to such Users for their use in connection with their use of the Services, as described in Section 7 of these Terms.

These licenses from you are non-exclusive because you have the right to use your Data elsewhere. They are royalty-free because we are not required to pay you for the use of your Data on the Services. And they are transferable because we need the right to transfer these licenses to any successor operator of the Services. Our rights to “modify, adapt, translate, and create derivative works from” are necessary because the normal operation of the Services does this to your Data when it processes it for use in the Services.

7. Our Limited License of Content to You

Ticoon grants you a limited, revocable, non-exclusive, non-sublicensable license to access the Services and to view, copy and print the portions of the Content available to you through the Services. Such license is subject to these Terms, and specifically conditioned upon the following: (i) you may only view, copy and print such portions of the Content for your own use; (ii) you may not modify or otherwise make derivative works of the Content, or reproduce, distribute or display the Content (except for page cacheing) except as expressly permitted in these Terms and except in connection with your use of the Content in other applications authorized by us for use with the Services; (iii) you may not remove or modify any copyright, trademark, or other proprietary notices that have been placed in the Content; (iv) except as expressly permitted by the Application you may not use any data mining, robots or similar data gathering or extraction methods; and (v) you may not use the Services or the Content other than in connection with the ordinary and intended purpose of the Application.

Except as expressly permitted above, any use of any portion of the Content without the prior written permission of its owner is strictly prohibited and will terminate the license granted in this Section, this agreement and your account with us. Any such unauthorized use may also violate applicable laws, including without limitation copyright and trademark laws. Unless explicitly stated herein, nothing in these Terms may be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. The license in this Section shall terminate upon the termination of this agreement and may be suspended as provided for in these Terms. For clarity, upon the termination of this agreement or any such suspension you must, except as otherwise permitted in these Terms, immediately stop using any End User Data that you have obtained from Ticoon in relation to the Services.



You represent and warrant that your use of the Services and the Content will be consistent with this license and will not infringe or violate the rights of any third party or breach any contract or legal duty to any third parties, or violate any applicable law. You also represent, warrant and covenant to us that your use of any End User Data you obtain through the Services will comply with our Privacy Policy, except to the extent that the applicable End User has consented, in accordance with all applicable laws, to your use of the End User Data.

If we are required by a licensor to remove Content, or receive information that Content provided to you through the Application may violate applicable law or third-party rights, we may so notify you and in such event you will promptly remove such Content from your systems unless you satisfy us, including through a legal opinion satisfactory to us in form and substance from reputable legal counsel to the effect that you have all necessary rights to continue to use such Content.

To request permission for uses of Content not included in this license, you may contact Ticoon at the address set out at the bottom of these Terms.

8. Certain Use of the Services

You agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Services any of the following:

- Any message, data, information, text, music, sound, photos, graphics, code or other material that is misleading, constitutes a deceptive or misleading trade practice, or is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable in our sole discretion;
- Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any person, or that would otherwise create liability or violate any local, state, national or international law;
- Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any person;
- Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
- Except as expressly permitted by our Privacy Policy in relation to your End Users, unsolicited promotions, political campaigning, advertising or solicitations;
- Private information of any third party, including, without limitation, addresses, phone numbers, email addresses and credit card numbers, unless that third party has expressly consented to such use;
- Viruses, corrupted data or other harmful, disruptive or destructive files; or
- Content that, in the sole judgment of Ticoon, is objectionable or which restricts or inhibits any other person from using or enjoying the Services, or which may expose Ticoon or its affiliates or its users to any harm or liability of any type.



Finally, Ticoon has a “zero-tolerance” policy towards SPAM: you may not use the Services generally to send commercial or other messages to any third party if those messages are not solicited, authorized or welcomed by the third party, and in your use of the Services you must comply with all applicable laws, including laws that apply in any jurisdiction to SPAM and marketing practices, and with any applicable marketing association guidelines on ethical marketing practices.

Any use of the Services in violation of the foregoing violates these Terms and may result in, among other things, termination or suspension of your rights to use the Services.

9. Confidentiality

“Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information includes your Data; our Confidential Information includes the Services and Content other than your Data; and Confidential Information of each party includes the terms and conditions of this Agreement, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the 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.

The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its affiliates’ employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. We may also use and disclose Confidential Information that is End User Data in accordance with our Privacy Policy and, if the applicable End User is our customer, as directed by that End User.

The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party’s Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

10. Providing a Reliable and Secure Service

If you have spent any time reviewing the Services, you will hopefully have noticed that we take reliability and security seriously. We put a great deal of effort into ensuring that our service operates all the time, and that it is a secure environment for your data. We use what we believe to be “best-of-class” hosting services and security technologies and services that we believe provide you with a secure and safe environment. More information about these services and technologies is available on the Site.

However, no system is perfectly secure or reliable, the Internet is an inherently insecure medium, and the reliability of hosting services, Internet intermediaries, your Internet service provider, and other service providers cannot be assured. When you use Ticoon, subject to our express warranties in these Terms you accept these risks, and the responsibility for choosing to use a technology that does not provide perfect security or reliability.

11. No Responsibility for Third Parties or Third Party Material

The Application may contain links to third party Web sites (“Third Party Sites”) and third party content (“Third Party Content”) (including of other Users) as a service to those interested in this information, and in the ordinary operation of the Application you may engage with other Users and other third parties (“Third Parties”) or provide your Data to them. You use links to Third Party Sites and any Third Party Content or service provided there or by Third Parties, at your own risk, and you engage with Third Parties and provide your Data to third parties, whether through the Application or otherwise, at your own risk. Ticoon is not responsible for the acts or omissions of Third Parties.

Ticoon makes no claim or representation regarding Third Parties, Third Party Content or Third Party Sites, and provides them or links to them only as a convenience. Inclusion in the Services of a link to a Third Party, Third Party Site or Third Party Content does not imply Ticoon’s endorsement, adoption or sponsorship of, or affiliation with, such Third Party, Third Party Site or Third Party Content. Ticoon accepts no responsibility for reviewing changes or updates to, or the quality, content, policies, nature or reliability of, Third Party Content, Third Party Sites, or Web sites linking to the Services. When you leave the Services, our terms and policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third Party or Third Party Site, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any Third Party.

12. Advertisements and Promotions

Ticoon may run advertisements and promotions from third parties on the Services. Your business dealings or correspondence with, or participation in promotions of, advertisers other than Ticoon, and any terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. Ticoon is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of third party advertisers on the Services.

13. Warranty Disclaimers

Except for warranties, representations and covenants that we expressly make in these Terms, the Ticoon Materials are provided to you on an “as is” basis without warranties, representations or covenants from Ticoon of any kind, either express or implied. Ticoon expressly disclaims all other warranties, express or implied, including without limitation implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. Ticoon does not represent or warrant that Ticoon Materials are accurate, complete, reliable, current or error-free. Ticoon disclaims all liability and indemnification obligations for any harm or damages caused by any third-party hosting providers.

In particular, Ticoon makes no representation of warranty concerning any Third Party, or their use of the Services or of your Data. In addition, Ticoon does not provide any investment advice or regulated investment services. Ticoon is a technology services provider, not an investment advisor or other investment intermediary.

14. Limitation of Liability

Ticoon shall not, nor shall any of our affiliates, their sponsors, contractors, advertisers, vendors or other partners, any of their respective successors or assigns, or any of their respective officers, directors, agents or employees (the “Ticoon Parties”), be liable for any special, indirect, incidental or consequential damages, or any aggravated or punitive damages, including but not limited to loss of use, loss of profits or loss of data, whether in an action in contract, tort (including but not limited to negligence) or otherwise, arising out of or in any way connected with the use of or inability to use the Ticoon Materials.

In no event shall the Ticoon Parties’ aggregate liability, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, arising out of or relating to the use of the Ticoon Materials exceed any compensation paid by you for access to or use of the Ticoon Materials, as the case may be, during the twelve (12) months prior to the date of any claim.

15. Indemnities

We will defend you against any claim, demand, suit or proceeding made or brought against you by a third party alleging that the use of the Services in accordance with these Terms infringes or misappropriates such third party’s intellectual property rights (a “Claim Against You”), and will indemnify you from any damages, attorney fees and costs finally awarded against you as a result of, or for amounts paid by you under a court-approved settlement of, a Claim Against You, provided you (a) promptly give us written notice of the Claim Against You, (b) give us sole control of the defense and settlement of the Claim Against You (except that we may not settle any Claim Against You unless it unconditionally releases you of all liability), and (c) give us all reasonable assistance, at our expense. If we receive information about an infringement or misappropriation claim related to the Services, we may in our discretion and at no cost to you (i) modify the Services so that they no longer infringe or misappropriate, without breaching our warranties in these Terms, (ii) obtain a license for your continued use of the Services in accordance with these Terms, or (iii) terminate your subscriptions for the Services upon 30 days’ written notice and refund you any prepaid fees covering the remainder of the term of the terminated subscriptions. The above

defense and indemnification obligations do not apply to the extent a Claim Against You arises from Content provided to us by any third party or your breach of these Terms.

You will defend us against any claim, demand, suit or proceeding made or brought against us by a third party alleging that your Data, or your use of the Services or Content in breach of this Agreement, infringes or misappropriates such third party's intellectual property or other rights or violates applicable law (a "Claim Against Us"), and will indemnify us from any damages, attorney fees and costs finally awarded against us as a result of, or for any amounts paid by us under a court-approved settlement of, a Claim Against Us, provided we (a) promptly give you written notice of the Claim Against Us, (b) give you sole control of the defense and settlement of the Claim Against Us (except that you may not settle any Claim Against Us unless it unconditionally releases us of all liability), and (c) give you all reasonable assistance, at Your expense.

This Section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section. The limitations of liability in Section 14 do not apply to this Section 15.

16. Communications

Notices that we give you (other than (i) notice of amendment of these Terms, which is discussed in the introduction of these Terms or (ii) as otherwise expressly provided for in these Terms) may be provided in any number of ways, depending on the circumstances. For example, we may email you or telephone you at the contact information you provide in your Registration Data. Or we may post a notice to Users in the dashboard area of your account on the Site, or post the notice elsewhere on the Site. When we post notices on the Site, we post them in the area of the Site suitable to the notice. It is your responsibility to periodically review the Site for such notices.

Subject to the Privacy Policy, if you send to Ticoon or post on the Site in any public area any information, ideas, inventions, concepts, techniques or know-how ("User Submissions"), for any purpose, including the developing, manufacturing and/or marketing or products or services incorporating such information, you acknowledge that Ticoon can use the User Submissions without acknowledgement or compensation to you, and you waive any claim of ownership or compensation or other rights you may have in relation to the User Submissions. We actively review User Submissions for new ideas. If you wish to preserve any interest you might have in your User Submissions, you should not post them to the Site or send them to us.

Any notice required of you to us must be given to us in writing sent by registered mail or messenger to the address given below or to such updated method and address as we may notify to you.

17. Applicable Law and Venue

The Services are controlled by Ticoon and operated by it from its offices in Toronto, Ontario. You and Ticoon both benefit from establishing a predictable legal environment in regard to the Services. Therefore, you and Ticoon explicitly agree that all disputes, claims or other matters arising from or relating to your use of the Ticoon Materials will be governed by the laws of the Province of Ontario and



the federal laws of Canada applicable therein. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.

You agree that all disputes or other claims between us in relation to the Ticoon Materials and these Terms will be heard and resolved in a court of competent subject matter jurisdiction located in Toronto, Ontario. You consent to the personal jurisdiction of such courts over you, stipulate to the fairness and convenience of proceeding in such courts, and covenant not to assert any objection to proceeding in such courts.

If you choose to access the Services from locations other than Ontario, you will be responsible for compliance with all local laws of such other jurisdiction and you agree to indemnify Ticoon for your failure to comply with any such laws.

18. Inactive Accounts; Termination of Agreement

If your account is inactive for an extended period of time, we may decide to deactivate your account. Deactivated accounts are not deleted – they are placed in storage and can be restored. We will notify you by email if we decide to deactivate your account. If you know in advance that your account will be inactive at some time and don't want us to deactivate it, let us know in advance at support@Ticoon.com. If after your account has been deactivated it stays inactive and we don't hear from you, we may terminate it at any time. If we do so we will notify you by email and give you at least 30 days to respond.

Upon request by you made within 30 days after the effective date of termination or expiration of this Agreement, we will make the your Data available to you for export or download as provided on the Site or in the Documentation. After that 30-day period, we will have no obligation to maintain or provide your Data, and will thereafter have the right to delete or destroy all copies of your Data in Our systems or otherwise in our possession or control as provided in the Documentation.

You and Ticoon may terminate your use of the Services including your agreement to these Terms at any time. If you terminate your use of the Services you must pay the fees applicable for the balance of the then current billing period (if your billing period is monthly, we will prorate your account to the nearest month-end after termination), and any such amounts that you have prepaid are non-refundable. Subject to the foregoing, when your Ticoon account is terminated, your Data will, shortly thereafter, not appear on the Services. We may also retain an archival copy of your Data after termination, and you hereby grant us a non-exclusive, perpetual, irrevocable license to maintain such archival copy for our internal business purposes. In addition, please see our Privacy Policy for more information on our retention after a request for deletion of End User Data that is personal information.

Notwithstanding any other provision of these Terms, Ticoon reserves the right, in its sole discretion, without any liability to you, to terminate your license to use the Services, or any portion thereof if we cease to generally offer the Services. If we do so, we will give you at least ninety (90) days notice, and we will refund to you any fees that you have prepaid for the balance of any subscription term.

If these Terms expire or terminate for any reason, Sections 5, 8, 9, 11, 12, 13, 14, 15, 16, 17, 19 and 20, and any representation or warranty you make in these Terms, shall survive indefinitely.

19. Miscellaneous

If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this agreement in its entirety, without the other party's consent to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination by us, we will refund to you any prepaid fees covering the remainder of the term of all subscriptions. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns. These Terms constitute the entire agreement between you and Ticoon regarding your use of the Ticoon Materials, and supersede all prior or contemporaneous communications whether electronic, oral or written between you and Ticoon regarding your use of them. The parties confirm that it is their wish that these Terms, as well as any other documents relating to this Terms, including notices, have been and shall be drawn up in the English language only. Les parties reconnaissent avoir convenue que la présente convention ainsi que tous documents, avis et procédures judiciaires qui pourront être exécutés, donnés ou intentées à la suite des présentes ou ayant un rapport, direct ou indirect, avec la présente convention soient rédigée en anglais.

20. Questions and Comments

If you have any questions regarding these Terms or your use of the Services, please contact us here:

Ticoon Technology, Inc.
56 The Esplanade Ste. 404
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