

Terms of Use

Welcome to the Keyloop Leads and Keyloop Chat Terms of Use Agreement (the “**Terms of Use**”). The Terms of Use contain the terms and conditions under which Keyloop Canada Ltd. (“**Keyloop**”), offers its online programs and services and the terms and conditions under which you and your staff, employees, representatives and agents, in the manner described below, may access and use the Keyloop Leads and Keyloop Chat web services, software and platform (the “**Services**”) on Keyloop’s website or the website of a dealer or manufacturer through which the Services may be accessed or used (the “**Website**”). IT IS IMPORTANT THAT YOU READ ALL OF THE TERMS AND CONDITIONS CAREFULLY. Use of the Services constitutes your agreement to and acceptance of these Terms of Use. IF YOU ARE DISSATISFIED WITH THE TERMS, CONDITIONS, RULES, POLICIES, GUIDELINES OR PRACTICES OF THE SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE THE USE OF THEM.

PLEASE NOTE THAT THESE TERMS OF USE ARE A PART ONLY OF THE OBLIGATIONS AND CONDITIONS UPON WHICH KEYLOOP PROVIDES THE SERVICES. THE PARTIES MAY HAVE A GENERAL INFORMATION TECHNOLOGY AGREEMENT, END USER LICENSE AGREEMENT AND OTHER BROADER AGREEMENTS TO GOVERN THE USE OF OTHER SERVICES PROVIDED BY KEYLOOP. THESE TERMS OF USE APPLY ONLY TO THE “SERVICES” AND, THEREFORE, SUPERSEDE THE OTHER AGREEMENTS WITH RESPECT TO THE SERVICES. HOWEVER, THE TERMS AND CONDITIONS OF THE OTHER AGREEMENTS, TO THE EXTENT THAT THEIR TERMS DO NOT CONFLICT WITH THESE TERMS OF USE, ARE HEREBY INCORPORATED BY REFERENCE HEREIN. YOU SHOULD FULLY FAMILIARIZE YOURSELF WITH ALL OF THESE OBLIGATIONS BEFORE ACCEPTING THESE TERMS OF USE.

The Services are for dealers and manufacturers and the authorized staff, employees, representatives and agents of dealers and manufacturers as well as for end users and customers including those who interact with any of the foregoing persons by email, text or chat communications in the course of using the Services.

FOR PURPOSES OF CERTAINTY, THE AGREEMENT FOR THE SERVICES IS BETWEEN KEYLOOP AND YOU AS THE SUBJECT DEALER OR MANUFACTURER. AS SUCH, BY YOUR ORDER OR SUBSCRIPTION FOR THE SERVICES, YOU HEREBY ACCEPT THESE TERMS OF USE AND YOU COVENANT, ACKNOWLEDGE AND AGREE THAT YOU WILL ENSURE THAT ALL OF YOUR STAFF, EMPLOYEES, REPRESENTATIVES AND AGENTS WHO ARE AUTHORIZED BY YOU TO USE THE SERVICES (COLLECTIVELY, THE “REPRESENTATIVES” AND, INDIVIDUALLY, A “REPRESENTATIVE”) ARE AWARE OF, FAMILIARIZE THEMSELVES WITH, ACCEPT AND HAVE AGREED TO COMPLY WITH THESE TERMS OF USE AND THE CONDITIONS UNDER WHICH THEY MAY ACCESS THE SERVICES.

The Services may include the following:

- web-based first responder tool for triaging incoming internet leads;
- dealer branded email response templates, and the ability to Attach/Embed corporate and/or dealer ‘clippings’;
- access to web-based service via desktop/laptop PC, with the capability for mobile access via smartphone
- ‘dashboard’ style response metrics;

- after-hours auto response;
- Chat software for digitally engaging internet leads who request this method of communication; and
- Real-time two-way conversation between an online shopper and an online dealership.

Notwithstanding the foregoing, the aforementioned are not meant to represent a comprehensive list of the available services and these Terms of Use shall include and govern all Services presently available or that are hereafter offered from time to time by Keyloop.

Keyloop reserves the right to add, delete and/or modify any of the terms and conditions contained in these Terms of Use, at any time and in its sole discretion, by posting a change notice or a new agreement through the Services. If any modification is unacceptable to you, your only recourse is to not use the Services. Your continued use of the Services following posting of a change notice or new agreement through the Services will constitute binding acceptance of the changes. You should visit these Terms of Use periodically to review the terms and conditions.

ARTICLE ONE – LICENSE

1.01 Granting of License. For payment of the fees and other good and valuable consideration, whether specified on the Website or pursuant to the other agreements between Keyloop and the subject dealer or manufacturer referred to in Section 7.06 hereof, Keyloop grants to the subject dealer or manufacturer, its Representatives and end users and customers, including those who interact with any of the foregoing persons by email, text or chat communications in the course of using the Services (the “**Users**” and, individually, a “**User**”), a limited non-exclusive and non-transferable right to access and use the Services and any and all content made available through the Services (the “**Content**”) in accordance with the specific limitations set forth in these Terms of Use. Nothing contained in the Services or herein shall be construed as granting you any license or right to use any trademark, logo or design of Keyloop or any third-party, without the written permission of Keyloop or the respective owner of any third-party trademark. By the order or subscription for the Services by a subject dealer or manufacturer, the Users (including its Representatives) accept the license and agree to use the Website and the Content only as described in these Terms of Use.

For purposes of clarity, “**you**”, “**you’re**” or “**your**”, as used in these Terms of Use, shall mean and include the subject dealer or manufacturer and the Representatives of the subject dealer or manufacturer as may be contextually applicable and appropriate.

1.02 Access. Keyloop shall provide access to the User to use the operations and intellectual property of the Services and the Content for the purposes described in these Terms of Use. These Terms and Conditions shall apply to any and all Users that the dealer or manufacturer authorizes for access and use of the Services regardless of whether such User logs in to console or accesses a web version of the Services. All such persons shall be jointly and severally responsible for compliance with these Terms and Conditions.

1.03 Registration. To use certain features of the Services, you may be asked to register with Keyloop. You agree to (i) provide true, accurate, current and complete information about yourself as prompted by any registration form and (ii) maintain and promptly update the information you provide to keep it true, accurate, current and complete. If Keyloop has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Keyloop has the right to suspend or terminate your access to and use of the Services or any portion thereof. Keyloop’s use of any personally identifying information

you provide as part of the registration process is governed by the terms of Keyloop's Privacy Policy. A copy of this policy is available at Keyloop's website.

1.04 Passwords. To use certain features of the Services, you may also need a username and password which you will receive through the Services registration process. You are responsible for maintaining the confidentiality of the password and account. You agree to notify Keyloop immediately of any unauthorized use of your password or account or any other breach of security, and to ensure that you exit from your account at the end of each session. Keyloop cannot and will not be liable for any loss or damage arising from Keyloop's failure or your failure to protect your password or account information. Furthermore, you may be liable for any and all damages suffered by Keyloop relating to your failure to protect your password including but not limited to, business loss due to a competitor of Keyloop accessing the Services.

1.05 Limited Licenses. Keyloop grants the User no other license or grant, whatsoever, by estoppel, implication or otherwise, except for licenses and rights expressly granted in this Article One.

ARTICLE TWO – USE OF SERVICES AND ACCESS TO CONFIDENTIAL INFORMATION

2.01 Confidential Information. By virtue of these Terms of Use, the User may have access to information that is confidential ("**Confidential Information**"). Confidential Information shall include but not be limited to the software and the related technology which comprise the Services and Content, the performance and operation of technologies forming part thereof, algorithms, formulae, methods, know-how, processes, designs, new products, developmental work, prospective User or client names, the terms and pricing under these Terms of Use, and any data relating to the User or the User's employer, and all information clearly identified in writing at the time of disclosure as "**confidential**".

2.02 Use of Services for Intended Purpose Only. The User shall use the Services and Content for its intended purpose only. The User will ensure that the Services and Content is not copied in whole or in part for any purpose or sold, rented or loaned to anyone who is not a User. The User shall take all reasonable steps to prohibit the reverse engineering, disassembly, or modification of the Keyloop Services or Content and its parts by Users, third parties, or others, and agrees to be held liable for damages suffered by Keyloop where the act or omission of the User has permitted the reverse engineering, disassembly, or modification of the Keyloop Services and Content or its parts by Users, third parties, or others. The User shall not attempt to discover the Code or structural framework of the Keyloop Services or Content, or create similar or derivative works based on the Keyloop Services or Content.

The User agrees to hold the Confidential Information in strict confidence and this obligation shall survive the discontinuance of the use of the Services and Content. The User agrees not to make the Confidential Information available in any form to any third party or to use the Confidential Information for any purpose other than the implementation of these Terms of Use, with the exception that the User may disclose Confidential Information if required by any judicial or governmental request, requirement or order pursuant to federal, state or provincial law or regulation or rules or regulations of any governmental agency; provided, that the User will promptly notify Keyloop of such request and cooperate with Keyloop in its efforts to contest such request, requirement or order or to obtain confidential treatment of such Confidential Information. The User agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of these Terms of Use. A party may disclose these Terms of Use and/or the transactions contemplated hereby (i) to the extent that such party, after consultation with outside legal counsel, determines that such disclosure is statutorily required, or (ii) on a "need-to-know" basis to legal

counsel, accountants and banks provided all reasonable precautions are taken to ensure that such recipients retain such disclosure on a confidential basis.

The User, from time to time, may request assistance from Keyloop in accessing, acquiring, posting, and processing lead or other information on their behalf. In the event that Keyloop is granted permission from the User to access lead information on their behalf but through this access, Keyloop has access to other non-lead information which may be confidential, Keyloop will use all reasonable efforts to maintain ALL information, regardless of classification, in confidence and shall use the information for the sole purpose of processing leads for the intended purpose. At any time, the User has the sole right to deny or revoke permission for Keyloop to access lead information on their behalf without any recourse from Keyloop whatsoever provided the User notifies Keyloop in advance in accordance with the notice provisions contained in these Terms of Use.

2.03 Submissions. Notwithstanding the foregoing or anything to the contrary otherwise contained herein, the User acknowledges that it may send email (post email messages), engage in digital chat (post chat messages), post content to interact with other users and to upload files, documents or other materials (a “**Submission**”). It is a condition of using any of the features of the Services which allow the Licensee to interact, post, upload or make a Submission that you observe the rules of etiquette and that in no event shall you: (i) restrict or inhibit any other user from using and enjoying the Services, interfere or attempt to interfere with the proper workings of the Services or do anything which in the sole discretion of Keyloop imposes an unreasonable or disproportionately large load on the infrastructure by which the Services are accessed; (ii) post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including, without limitation, any Submission constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any local, provincial, national or international statute, law or regulation; (iii) post or transmit any Submission, including, without limitation, articles, images, stories, software or other material, which violates or infringes upon the rights of others, including material which is an invasion of privacy or publicity rights or which is protected by any intellectual property rights, including, without limitation, copyright, patent, trade secret, trademark, or other proprietary rights herein, or derivative works with respect thereto, without first obtaining permission from the owner or rights holder; (iv) post or transmit any Submission that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual, could be harmful to minors, harasses or advocates harassment of another person, provides material that exploits people under the age of 18 in a sexual or violent manner, provides instructional information about illegal activities; (v) post or submit any Submission which solicits passwords or personal identifying information for commercial or unlawful purposes from other users; (vi) post or transmit any Submission which contains a virus or other harmful component, or provides or creates computer viruses; (vii) post or transmit junk mail, chain letters, unsolicited mass mailing or spam; or (viii) use the Services for posting, uploading or transmitting any Submission which involve contests, sweepstakes, barter, advertising, and/or pyramid schemes. The User acknowledges and agrees that he or it is entirely responsible for all Submissions and the content thereof that the User uploads, posts, or otherwise transmits using the Services. Further, the User acknowledges that he or it may be exposed to Content that he or it finds offensive, indecent or objectionable notwithstanding the foregoing. Under no circumstances shall Keyloop be responsible or liable for the content of the Submissions or for any loss or damage of any kind incurred as a result thereof.

Further, communications or Submissions among Users by making use of the Services, including, without limitation, payments, delivery of goods and services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between such Users. Keyloop is not responsible or liable for any loss or damage of any kind incurred as a result of any such dealings.

Finally, and notwithstanding anything to the contrary otherwise contained herein, by posting or uploading a Submission through the Services, the User grants Keyloop a royalty-free perpetual, non-exclusive, irrevocable, unrestricted, worldwide license to: (i) use, reproduce, store, adapt, translate, modify, make derivative works from, transmit, distribute, publicly perform or display such Submission for any purpose; and (ii) to sublicense to third parties the unrestricted right to exercise any of the foregoing rights. In addition to the grant of the above license, the User hereby (i) agrees to waive all moral rights in any Submission in favour of Keyloop; (ii) consents to his or its personal information, including without limitation, name, address, phone number and email appearing as the contributor of any Submission, where applicable, and to the disclosure and/or display of such information and any other information which appears in or is associated with a Submission; (iii) acknowledges and agrees that Keyloop is not responsible for any loss, damage, or corruption that may occur to any Submission; and (iv) acknowledges and agrees that any Submission the Licensee provides using the Services will be considered non-confidential.

2.04 Keyloop Access, Control and Monitoring of the Services. Keyloop has the right to access the Keyloop Services and Content at any time to maintain its effective operation, to provide upgrades to the software or other system components and to review the User's use of the Keyloop Services and Content. Keyloop reserves the right, but does not assume the responsibility or obligation, to monitor, view and audit transactions and communications (inbound and outbound, including digital chats, leads and responses to leads) that occur, in the sole and absolute discretion of Keyloop in order to manage the Services and for such other purpose as Keyloop shall deem necessary or advisable. If Keyloop determines, in its sole and absolute discretion, that a User has breached or will breach a term or condition of these Terms of Use or that such transaction or communication is inappropriate, Keyloop may cancel such transaction or take any other action to restrict access to or the availability of any material that may be considered objectionable, without any liability to the User or any third party. Further, in such event, Keyloop may, in its sole and absolute discretion, immediately terminate this Terms of Use Agreement by providing notice to the User.

2.05 Industry Analysis. Keyloop reserves the non-expiring right to use the textual and numerical statistical portion of all data in Keyloop Services and Content at any time to conduct analysis for industry trends as long as the data is not singularly isolated and labeled as the User's data. In the event that the User's data is identified as a contributing statistical source, a minimum of two additional sources of data will be combined in the analysis so the User's data remains unknown.

2.06 Prohibiting Access. Keyloop and the User agree that the Keyloop Services are of special and unique value, and not easily compensated for in the event the User breaches this Terms of Use Agreement. For that reason, Keyloop and the User agree that Keyloop may be entitled to use legal means such as an injunction to stop the prohibited use of the Keyloop Services and Content by the User or others for whom the User is responsible at law.

ARTICLE THREE – PROPERTY RIGHTS

3.01 Ownership. The User agrees that ownership of the Services and Content including all copyrights, patent rights, trade-marks, trade secrets or other intellectual property rights in them shall be and remain the property of Keyloop and are protected under Canadian and foreign intellectual property or other laws. You shall abide by any and all trade-mark and copyright notices, patent protections, information and restrictions on or contained in any of the content accessed through the Services. ANY USE, REPRODUCTION, ALTERATION, MODIFICATION, PUBLIC PERFORMANCE OR DISPLAY, UPLOADING OR POSTING ONTO THE INTERNET, TRANSMISSION, REDISTRIBUTION OR OTHER EXPLOITATION OF THE SERVICES OR OF ANY CONTENT, WHETHER IN WHOLE OR IN PART, OTHER

THAN EXPRESSLY SET OUT HEREIN, IS PROHIBITED WITHOUT THE EXPRESS WRITTEN PERMISSION OF KEYLOOP PROVIDED IN ADVANCE.

For purposes of greater clarity, except to the extent expressly permitted in these Terms of Use, you may not:

- (i) use, reproduce, modify, adapt, translate, upload, download or transmit any aspect of the Services or Content in whole or in part to any third party without first obtaining consent of Keyloop to be evidenced by an executed agreement in writing;
- (ii) sell, lend, pledge, rent, lease, license, transfer, convey or otherwise provide access to the Content or Services to any third party without first obtaining consent of Keyloop to be evidenced by an executed agreement in writing;
- (iii) alter, remove or cover any trademarks, proprietary or confidential notices included in the Content or Services; and/or
- (iv) decompile, disassemble, decrypt, extract or reverse engineer the Content or Services, or assist or permit others in doing so.

Nothing contained in the Content or Services shall be construed as granting you any right, title, interest or other license in, including, but not limited to, any intellectual property rights in any Content or Services, including software that is embedded or integrated into the Services.

3.02 Third-party Trademarks. Names, words, titles, phrases, logos, designs, graphics, icons and trademarks displayed on the Services may constitute registered or unregistered trademarks of third parties. While certain trademarks of third parties may be used by Keyloop under license, such use should not be taken to imply any relationship of license between Keyloop and the owner of said trademark or to imply that Keyloop endorses the wares, services or business of the owner of said trademark.

ARTICLE FOUR –REPRESENTATIONS, WARRANTIES, DISCLAIMERS AND LIABILITY

4.01 Limited Warranty. Keyloop does not warrant that the Services will be free from defects, viruses or other functional deficiencies or harmful components, that the operation of the Services will be uninterrupted or error free, that any defects or errors in the Services will be corrected, or that communications to or from the Services will be secure and not intercepted or incorrectly forwarded or distributed. While Keyloop will take reasonable measures to ensure that User data is stored safely and backed up, Keyloop is not responsible for lost or corrupted data files. BY USING THESE SERVICES YOU ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICES AND THE CONTENT IS ENTIRELY AT YOUR OWN RISK.

The Services may contain links to third-party websites. Such links are provided solely as a convenience to you and not as an endorsement by Keyloop of the contents of such third-party websites. Further, Keyloop is NOT responsible for the content of any third-party websites including, without limitation, (i) any representation or warranty regarding the legality, accuracy, reliability, completeness, timeliness or suitability of any content on any third-party websites; (ii) any representation or warranty regarding the merchantability or fitness for a particular purpose of any material, content, software, goods or services located at or made available through such third-party websites; or (iii) any

representation or warranty that the operation of the third-party websites will be uninterrupted or error free, that defects or errors in such third-party websites will be corrected or that such third-party websites will be free from viruses or other harmful components.

4.02 Internet and Equipment. Since the User's computer equipment and the general reliability and performance of the Internet is outside the control of Keyloop, Keyloop does not warrant User performance will achieve expected or implied levels.

4.03 Security. The information sent or received over the Internet, including, without limitation, email, digital chat, the posting of content and any other Submission is generally unsecure and Keyloop does not make any representation or warranty concerning the security of any communication to or from the Services or any representation or warranty regarding the interception by third parties of personal or other information. Keyloop does not warrant that communications or Submissions to or from a Website or using the Services will be secure, free from interception or correctly forwarded or distributed.

4.04 Privacy Policy of the User. Each User is responsible for maintaining a current privacy policy and safeguards including but not limited to items that address data use, data collection, data storage, cookies, confidentiality, and monitoring when it engages third party users through the Services for digital chat or otherwise. Each User shall ensure that its most current privacy policy will be accessible from its dealership Website and that its policy will satisfy all current laws and legislation in its jurisdiction.

4.05 LIMITATION OF LIABILITY.

(a) EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS OF USE, KEYLOOP FURNISHES, AND THE USER ACCEPTS, THE PROPRIETARY INTERESTS AS IS, WITH NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND THERE ARE EXPRESSLY EXCLUDED THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF CONDUCT OR DEALING INVOLVING, WITHOUT LIMITATION, ANY INFORMATION, DATA, SOFTWARE, PRODUCT OR SERVICE CONTAINED IN OR MADE AVAILABLE THROUGH THE WEBSITE. KEYLOOP MAKES NO REPRESENTATION OR WARRANTY THAT THE SERVICES AND/OR CONTENT WILL BE ACCURATE, COMPLETE, RELIABLE, SUITABLE OR TIMELY. THE STATED EXPRESS WARRANTIES ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF KEYLOOP ARISING OUT OF, OR IN CONNECTION WITH THESE TERMS OF USE. TO THE EXTENT THAT KEYLOOP MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY SHALL BE THE MINIMUM PERMITTED UNDER APPLICABLE LAW.

(B) IN NO EVENT SHALL KEYLOOP, ITS SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, SUCCESSORS OR ASSIGNS BE LIABLE TO THE USER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR REVENUE, LOST SAVINGS, LOSS OF USE, LOST DATA, DISPLAY OF PERSONAL INFORMATION OR DATA, BUSINESS INTERRUPTION, OR COST OF SUBSTITUTED FACILITIES, EQUIPMENT OR SERVICES, OR OTHER ECONOMIC LOSS ARISING OUT OF BREACH BY KEYLOOP OR ANY OTHER PERSON OR PERSONS OF ANY OF ITS REPRESENTATIONS, WARRANTIES OR AGREEMENTS CONTAINED IN THESE TERMS OF USE, WHETHER OR NOT KEYLOOP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER OR NOT ANY LIMITED REMEDY FAILED OF ITS ESSENTIAL PURPOSE, AND WHETHER ANY CLAIM FOR RECOVERY IS BASED ON THEORIES OF CONTRACT, NEGLIGENCE OR TORT (INCLUDING STRICT LIABILITY). THE FOREGOING LIMITATION SHALL APPLY EVEN IF KEYLOOP KNEW OR OUGHT TO HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

(C) IN NO EVENT SHALL KEYLOOP, ITS SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, OR THEIR RESPECTIVE SUCCESSORS OR ASSIGNS BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM THE FAILURE OF KEYLOOP OR YOUR FAILURE TO PROTECT YOUR PASSWORD OR ACCOUNT INFORMATION.

(D) KEYLOOP DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS OR CONDUCT OF ANY THIRD-PARTY USER OF THE SERVICES OR ANY ADVERTISER OR SPONSOR OF THE SERVICES ("**THIRD-PARTY USER**"). UNDER NO CIRCUMSTANCES SHALL KEYLOOP AND ITS SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, OR THEIR RESPECTIVE SUCCESSORS OR ASSIGNS BE LIABLE FOR ANY INJURY, LOSS, DAMAGE (INCLUDING SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES) OR EXPENSE ARISING IN ANY MANNER WHATSOEVER FROM THE ACTS, OMISSIONS OR CONDUCT OF ANY THIRD-PARTY USER.

(E) YOU HEREBY RELEASE KEYLOOP AND ITS SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, FROM ANY DAMAGES THAT YOU INCUR, AND AGREE NOT TO ASSERT ANY CLAIMS AGAINST THEM, ARISING FROM YOUR PURCHASE OR USE OF ANY PRODUCTS OR SERVICES MADE AVAILABLE THROUGH THE SERVICES OR BY A THIRD PARTY THROUGH THE SERVICES.

(F) NOTWITHSTANDING ANY OTHER PROVISIONS OF THESE TERMS OF USE, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF KEYLOOP TO THE USER, AND/OR ANY OTHER THIRD PARTY, EXCEED THE AMOUNT ACTUALLY PAID TO KEYLOOP UNDER THESE TERMS OF USE IN THE TWELVE (12) MONTHS PRIOR TO THE CLAIM OR ACTION, REGARDLESS OF THE FORM OF CLAIM OR ACTION.

(G) YOU HEREBY AGREE THAT IF ANY LEADS OR INFORMATION COLLECTED BY THIRD PARTIES ARE INPUT INTO THE SERVICES OR THE WEBSITE YOU WILL INDEMNIFY AND HOLD HARMLESS KEYLOOP FROM ANY CLAIMS, LOSS OR DAMAGES RELATED TO SUCH LEADS OR INFORMATION.

ARTICLE FIVE – TERM AND TERMINATION

5.01 Term and termination. The license granted to the User by these Terms of Use may be terminated by Keyloop upon written notice if the User breaches a material term of these Terms of Use and fails to correct the breach within 10 days following written notice from the other specifying the breach. Notwithstanding the foregoing, the Licensee's breach of any of the provisions or sections contained in Articles One, Two or Three shall constitute a non-curable breach of these Terms of Use, and Keyloop may terminate these Terms of Use forthwith on notice to the User. This license may also be terminated by either party upon providing 30 days' written notice to the other party.

5.02 Duties in the Event of Termination. In the case of termination, and unless otherwise agreed to in writing, the User will immediately stop using the Keyloop Services and Content. Keyloop will terminate access to the Services.

ARTICLE SIX – MAINTENANCE

6.01 Maintenance Outages. Keyloop reserves the right, as reasonably necessary or convenient, either for Keyloop's own purposes or to improve the quality of any of the components comprising the Services and Content which are the subject of this license, to change rules of operation for the technologies therein comprised, system interfaces, utilities, operating and other systems and software, and to implement enhancements, amendments or updates thereto. To minimize the effect of service outages on the User, Keyloop will schedule times during which the Services will be unavailable to Users due to Keyloop maintenance.

ARTICLE SEVEN – MISCELLANEOUS

7.01 Survival. These Terms and Conditions will survive termination of the agreement arising out of these Terms of Use or discontinuance of the use of the Services howsoever caused or arising.

7.02 Law of the Contract. These Terms of Use shall be governed by the laws of the Province of Manitoba and the applicable laws of Canada therein, and all parties affected hereby, including Keyloop and the User, attorn to the jurisdiction of the Courts of the Province of Manitoba.

7.03 Indemnification. Each dealer or manufacturer, jointly and severally with each User, agrees to indemnify Keyloop and its Shareholders, officers, directors employees, agents and representatives from all third party claims, liability, damages and/or costs (including, but not limited to, reasonable legal fees and expenses on a solicitor and own client basis) arising from (a) any Submission posted, transmitted or made available by such User through the use of the Services, (b) improper use of the Services by such User or (c) the violation of these Terms of Use by such User (including, with respect to (a) through (c), any User that is a Representative of such dealer or manufacturer).

7.04 Severability. If for any reason a court of competent jurisdiction finds any provision of these Terms of Use, or any portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of the Agreement will continue in full force and effect. Failure by any party to enforce any provision of the Agreement will not be deemed a waiver of future enforcement of that or any other provision.

7.05 Modification and Waiver. No modification to the Agreement, nor any waiver of any rights, will be effective unless assented to in writing by the party to be charged, and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default.

7.06 Other Agreements. These Terms of Use, together with any End User License Agreements and General Information Technology Agreement, and the recitals contained in any preamble hereto constitute the entire and exclusive agreement between the parties hereto with respect to the subject matter thereof.

7.07 Notice Provision. Any such notices contemplated herein shall be delivered electronically to the email address provided upon order or registration. Should a User wish to change his or its email address on an email account the User is responsible for notifying Keyloop. Otherwise, Keyloop's obligation to notify a User is to send the notification to the email account on file, even if Keyloop should have notice that the email account is inactive or closed. In this regard, any notice given by Keyloop to a subject dealer or manufacturer shall be in turn provided by such dealer or manufacturer to the Representatives of such dealer or manufacturer. Accordingly, notice given by Keyloop to a subject dealer or manufacturer shall be deemed notice to such person's Representatives.

7.08 Assignment. You may not assign or transfer any right, obligation, interest or benefit under these Terms of Use.

7.09 Language. These Terms of Use may have been translated into another language for your convenience only. In the event there is a conflict between the English version of these Terms of Use and another language, you agree that the English version shall govern and take precedence.

7.10 Authorization. If you are accepting these Terms of Use on behalf of the dealer or manufacturer, you represent and warrant that you have full legal authority to bind the subject dealer or manufacturer and all of the Users (as such term is defined herein).