

## TERMS OF SERVICE

Last updated January 22, 2022

### **1. INTRODUCTION**

Welcome to Lovage Labs' Terms of Service. Please read this carefully before using our site, services, or products. This is a contract between you and Lovage Labs, Inc. , a Delaware Corporation ("Lovage Labs," "We," "Our," or "Us").

### **2. ACCEPTING THE TERMS OF SERVICE**

- a. By using any of our websites or apps or by registering with Lovage Labs you accept and agree to this Terms of Service (the "Terms").
- b. Please read this Agreement carefully before using any of our websites, software applications, or platform (the "Service"). Any profile or account you create when using the Service is referred to as an "Account".
- c. These Terms constitute a legal contract between you, the representative who is authorized to legally bind a single company, organization, or entity ("you" or "Member") and Lovage Labs regarding your use of the Service. For purposes of these Terms, "you" or "Member" also refer to the Your end users of the Service.
- d. This Agreement also includes Our [Privacy Policy](#) and any other agreements or terms that you agree to at the point of sale. These agreements and policies are incorporated herein. To the extent there is any conflict or inconsistency between these point-of-sale terms and this Agreement, the point-of-sale terms will control.
- e. Lovage Labs may modify the terms in this Agreement ("Updated Terms") at our sole discretion. When we significantly change the Agreement terms, we will give you notice either through our website (which may be identifying a new "last updated" date for our Terms of Service), app, or other form of communication as we believe necessary. We encourage you to review these Terms periodically. Your continued access and use of the Services, however, is deemed your affirmative acceptance of the Updated Terms. If you don't agree to all the terms of this Agreement, do not use our Services.

### **3. SERVICES AND ELIGIBILITY**

- a. Subject to these Terms, Lovage Labs hereby grants to you a limited, personal, non-transferable, and revocable license to access and use the Service in the manner

contemplated by these Terms solely for your internal business purposes. You have no right to sub-license or resell the Service or any component thereof.

- b. Lovage Labs reserves the right to modify or discontinue, for any time, and for any reason, any of our Services to any user with or without notice. You agree that Lovage Labs will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service unless you subscribe for Services that are discontinued before the end of your subscription, in which case you will receive a refund for the amount of the subscription period you did not receive.
- c. If you are not at least 18 years old, you may not use our Services.
- d. By using our Services, you represent and warrant that you have the right, authority, and capacity, to enter into this Agreement and to abide by all the Agreement's terms.

#### **4. MEMBERSHIP**

- a. You may create an Account as a "Member" by creating a user name as your user ID and establishing a password.
- b. You may also sign up for a paid "Subscription" by signing up for a subscription online.
- c. You are responsible for implementing generally accepted security measures to protect your Account, including maintaining the confidentiality of your Account username and password and for restricting access to your computer or device, and you agree to accept responsibility for all activities that occur under your Account.
- d. You covenant that all information that you submit when registering or otherwise using the Services will be accurate and truthful and that you will promptly update your information that subsequently becomes inaccurate, misleading or false.

#### **5. BILLING**

- a. To use the Services, you may be required to provide one or more Payment Methods. "Payment Method" means a current, valid, accepted method of payment, as may be updated from time to time. You authorize us to charge any Payment Method associated to your Account in case your primary Payment Method is declined or no longer available to us for payment of your subscription fee. You remain responsible for any uncollected amounts. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not cancel your Account, we may suspend your access to the Service until we have successfully charged a valid Payment Method.

- b. We reserve the right to change our subscription plans or adjust pricing for any Services in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in this Agreement, any price changes or changes to your subscription plan will take effect following notice to you to the extent allowed by law.
- c. If you are not satisfied with the Services in your first 30-day billing period, you are eligible for a refund of the subscription fees paid if you cancel within the first 30-day billing period.
- d. Following the first 30-day billing period, payments are nonrefundable and there are no refunds or credits for partially used billing periods. Following any cancellation, however, you will continue to have access to the service through the end of your current billing period. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our members at our sole and absolute discretion.

## **6. TERM AND TERMINATION**

- a. Your subscription will begin on the day the software is installed for your business (the “Installation Date”) and shall remain in effect on a month-to-month basis based on a 30-day billing cycle (or such other period as you agree to when subscribe). Your subscription will continue and automatically renew until terminated. You must cancel your subscription before it renews in order to avoid billing of the subscription fees for the next billing cycle to your Payment Method.
- b. The subscription fee for any Service and any other charges you may incur in connection with your use of the Service, such as taxes and possible transaction fees, will be charged to your Payment Method on your specific payment date. Subscription fees are fully earned upon payment.
- c. You may cancel your subscription at any time and for any reason in your account settings or by contacting us via phone, email or using any other means provided through the Service. You will continue to have access to the Services through the end of your billing period.
- d. We may terminate or suspend your Account in our sole discretion and without notice to you. We may terminate or suspend any subscription if we reasonably believe you have violated these Terms. We are not required to disclose, and may be legally prohibited from disclosing, the reason we terminated or suspended your Account. If we terminate your membership for cause, you will not be eligible for a refund. If we terminate your membership without cause, you will be eligible for a refund of the prorated, unused portion of your subscription.

- e. All terms of this Agreement survive and continue in full force and effect after your membership is terminated, except for those terms that by their nature expire or are fully satisfied.

## **7. PROPRIETARY RIGHTS AND CONFIDENTIALITY**

- a. Lovage Labs owns and retains all proprietary rights in, and related to, our website, app and Services.
- b. Nothing in this Agreement grants you a license of any kind to or in Lovage Labs' proprietary material or intellectual property, other than the right to use the Services. You agree to not copy, modify, transmit, create any derivative works from, make use of, or reproduce, in any way, any copyrighted material, trademarks, trade names, service marks, distinctive branding features, or other intellectual property or proprietary information owned by Lovage Labs.
- c. All right, title, and interest in and to the Services are and will remain the exclusive property of Lovage Labs and its licensors.

## **8. COMMUNICATION AND NOTICES**

- a. By becoming a Member, you affirmatively consent to receive communications from us. These communications may be, but are not limited to, statistics and account information, administrative notices, service announcements or changes, or emails and texts containing commercial offers, promotions or special offers from Lovage Labs or third-party partners.
- b. You may opt-out in receiving these communications in your Account Settings.
- c. Telephone calls between you and our customer care representatives may be recorded for quality assurance purposes.
- d. Lovage Labs may provide you with notices relating to this Agreement or our Services using any reasonable means. Some non-limiting examples are email, postage mail, SMS, MMS, text message, or postings on the Website.

## **9. PRIVACY**

- a. Our Privacy Policy is incorporated into and a part of this Agreement. Our Privacy Policy can be found [here](#).

## **10. DISCLAIMERS OF WARRANTIES**

- a. To the maximum extent allowed by applicable law, Lovage Labs provides its Service on an “AS IS” basis and grants no warranties of any kind, whether express, implied, statutory or otherwise with respect to the service or the website (including all content contained therein), including, without limitation, any implied warranties of satisfactory quality, merchantability, fitness for a particular purpose or non-infringement. Lovage Labs does not represent or warrant that the Service will be uninterrupted or error free, secure or that any defects or errors on the website or in the service will be corrected.**
- b. Any material you download or otherwise obtained through the Service is accessed at your own discretion and risk. You will be solely responsible for and hereby waive any claims and causes of action with respect to any damage to your device system or internet access that results or may result from downloading any material. You are not authorized to download or obtain any material through the Service if you do not accept this.**
- c. We may make third-party opinions, advice, statements, offers, or other third-party content available through the Service. All third-party content is the responsibility of its respective authors and should not necessarily be relied upon. Third-party authors are solely responsible for their content. We do not endorse or provide any guarantees relating these third-party’s materials.**
- d. Any advice that may be posted through the Service is for informational and entertainment purposes only and is not intended to substitute any professional financial, medical, legal, or other advice. Lovage Labs makes no representations or warranties and expressly disclaims any and all liability concerning any treatment, action by, or effect on any person following the information offered or provided within or through the Service.**

## **11. LIMITATION ON LIABILITY**

- a. Under no circumstances will Lovage Labs, its affiliates, business partners, licensors or service providers be liable to you for any loss or damages of any kind (including, without limitation, for any direct, indirect, economic, exemplary, special, punitive, incidental or consequential losses or damages), even if foreseeable or if Lovage Labs has been advised of or should have known of the possibility of such damages, that are directly or indirectly related to your use of the Service.**
- b. In no event will Lovage Labs be liable to you or anyone else for loss, damage or injury, including, without limitation, death or personal injury. Lovage Labs’ liability to you for any cause whatsoever, and regardless of the form of the action, will at all**

times be limited to the amount paid, if any, by you to Lovage Labs for the service during the term of membership.

- c. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the website or service or the terms of this agreement must be filed within one year after such claim or cause of action arose or be barred.

## 12. ARBITRATION AND GOVERNING LAW

- a. The exclusive means for resolving any dispute or claim arising out of or relating to this Agreement (including any alleged breach), the Service will be **binding arbitration** administered by the American Arbitration Association (“AAA”) under the Consumer Arbitration Rules. The AAA Rules and Forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration agreement.
- b. The one exception to the exclusivity of arbitration is that you have the right to bring an individual claim against Lovage Labs in a small-claims court of competent jurisdiction. But whether you choose arbitration or small-claims court, you may not under any circumstances commence or maintain against Lovage Labs any class action, class arbitration, or other representative action or proceeding.
- c. If you elect to seek arbitration or file a small claim court action, you must first send to Lovage Labs, by certified mail, a written Notice of your claim ("Notice"). The Notice to Lovage Labs must be addressed to: General Counsel, Lovage Labs, Inc., 982 W 960 N Apt 112, Orem, UT 84057 ("Notice Address"). If Lovage Labs initiates arbitration, it will send a written Notice to the email address used for your Account. A Notice, whether sent by you or by Lovage Labs, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Lovage Labs and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Lovage Labs may commence an arbitration proceeding or file a claim in small claims court.
- d. By using the Website or the Service in any manner, you agree to the above arbitration agreement. In doing so, **you give up your right to go to court** to assert or defend any claims between you and Lovage Labs (except for matters that may be taken to small-claims court). **You also give up your right to participate in a class action or other class proceeding.** Your rights will be determined by a **neutral arbitrator, not a judge or jury**, and the arbitrator shall determine all issues regarding the dispute. You are entitled to a fair hearing before the arbitrator.

- e. Any proceeding to enforce this arbitration agreement, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction.
- f. If this arbitration agreement is for any reason held to be unenforceable, any litigation against Lovage Labs (except for small-claims court actions) may be commenced only in the federal or state courts located in Utah. You hereby irrevocably consent to the jurisdiction of those courts for such purposes.
- g. This Agreement, and any dispute between you and Lovage Labs, shall be governed by the laws of the state of Utah without regard to principles of conflicts of law, provided that this arbitration agreement shall be governed by the Federal Arbitration Act.

### **13. INDEMNITY BY YOU**

- a. You agree to indemnify and hold Lovage Labs, its affiliates, and their officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third-party due to or arising from the use of the Services or violation of these Terms.
- b. You will fully cooperate, as required, with Lovage Labs in the defense of any claim. Lovage Labs reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without our prior written consent.

### **14. MISCELLANEOUS**

- a. This Agreement, with Lovage Labs' Privacy Policy and any specific terms, guidelines or rules that are separately posted or agreed to by you when using the Services, contains the entire agreement between you and Lovage Labs regarding the use of our Services.
- b. If any provision of this Agreement is held invalid, the remainder of this Agreement will continue in full force and effect.
- c. The failure of Lovage Labs to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision.
- d. No agency, partnership, joint venture, or employment is created because of this Agreement and you may not make any representations or bind Lovage Labs in any manner.

- e. We will send you information relating to your Account (e.g. payment authorizations, invoices, confirmation messages) and any notices under these Terms in electronic form, for example via emails to your email address provided during registration. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. Additionally, you agree that any notices, agreements, disclosures or other communications that we send to you will be provided in the English language only. You will send any notices under these Terms in writing to Lovage Labs either by e-mail to support@getlovage.com, certified mail (return receipt requested, postage pre-paid) or nationally recognized overnight delivery service (all delivery charges pre-paid) and addressed to: Lovage Labs, Inc., 982 W 960 N Apt 112, Orem, UT 84057 or to such other addresses as Lovage Labs may identify from time to time.
  
- f. Should you send any ideas about our Services to us, you do so with the understanding that no additional consideration of any sort will be provided to you, and you are waiving any claim against Lovage Labs and its affiliates regarding the use of such materials and ideas, even if material or an idea is used that is substantially similar to the material or idea you sent.