



TERMS OF SERVICE

Thank you for your interest. Please read carefully, these terms of service below. They apply when you buy a subscription or use any of our Services.

These terms of services ("**Terms**") govern access to and use of any of the Cintoo's ("**Cintoo**", "**we**", "**us**", "**our**") software as a service (SaaS) solutions and any other related services (collectively, the "**Services**") by an individual or entity who purchase the Services or create an Account and their Authorized Users (collectively "**Customers**"). By using the Services, you as a Customer accept these Terms (whether on behalf of yourself or a legal entity you represent). For the purposes of these Terms, an "**Authorized User**" of a Customer is each an individual natural person, whether an employee, business partner, contractor or agent of a Customer who is registered or permitted by Customer to use the Services subject to these Terms. Customers may be referred to in these Terms as "**you**" and "**your**" as applicable.

THESE TERMS CONSTITUTE A BINDING CONTRACT FOR THE CUSTOMER, WHETHER IN CONNECTION WITH A PAID OR FREE TRIAL SUBSCRIPTION TO THE SERVICES.

BY CLICKING AN ACCEPT BUTTON, BY ACCESSING OR BY USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS, WHICH ALSO INCORPORATE OUR PRIVACY POLICIES, OUR TERMS OF USE AND ANY DATA PROCESSING AGREEMENT, IF YOU ACCEPT THESE TERMS ON BEHALF OF YOUR COMPANY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THAT COMPANY TO THESE TERMS, IN WHICH CASE THE TERM "USE" SHALL REFER TO YOUR COMPANY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT ACCEPT THESE TERMS AND MAY NOT USE ANY OF THE SERVICES. THESE TERMS APPLIES TO YOU UNLESS YOU HAVE A SEPARATE WRITTEN AGREEMENT IN PLACE EXPRESSLY COVERING THE SERVICES.

1 Definitions

"Account" means any account created by the Customer or any Authorized User.

"Authorized User" means any of your employees, consultants, contractors or agents authorized to access and use the Services on behalf of your business and with whom the Customer interacts while using the Services, in each case subject to such Authorized User's agreement to be bound by these Terms.

"Beta Services" means a product, service or functionality provided by Cintoo that may be available to you to try at your option, at no additional charge which is clearly designated as "beta" or pilot version, and which may exhibit errors or other inconsistencies.

"Cintoo" means Cintoo US, Inc. and/or its applicable parent and/or affiliates.

"Documentation" means the technical documentation describing the Services, which may be in electronic or hard copy form.

"GDPR" means the General Data Protection Regulation, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

"Marks" means trade names, logos and other trademarks or service marks.

"Order Form" means any online or written subscription order form or contract for the Services submitted by You either during an online subscription process or separately signed by You and submitted to Cintoo, and any future purchase order, contract, or order form that refers to these Terms.

"Personal Information" means any information that can be used to identify an individual as described in Cintoo's Privacy Policy.

"Privacy Policy" means Cintoo's then current Privacy policies.

"Services" means any of the Cintoo set of SaaS solutions that are developed, operated and maintained by Cintoo (and its third-party service providers) and that are subscribed to by you through the Site, whether on a trial or paid basis.

"Services Data" means electronic data, text, messages, communications, documents, photos or other materials submitted to and stored within the Services by you or an Authorized User in connection with the use of the Services, which may include Personal Information.

"Site" means a website or online space related to the Services.

"Software" means any software we provide you (e.g. Cintoo Connect), for your use with the Services.

"Term" means the length of time You can use the Services as specified in these Terms.

2 Use of the Services; Restrictions

2.1 Use of the Services. We grant you a limited, non-exclusive, non-transferable (except as permitted below) right to use the Services and the Documentation for your internal business purposes to access and use the Services, solely during the Term, and in accordance with these Terms. To access the Services, you and any Authorized User must have an Account associated with a valid email address.

2.2 Cintoo's Obligations. We will make the Services and Service Data available to you pursuant to these Terms and the applicable Order Forms. We will provide applicable standard customer support for the Services to you at no additional charge as detailed on our Site and Documentation. We will use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except: (i) during, planned downtime for upgrades or maintenance to the Services; and (ii) for any unavailability caused by any circumstances beyond our reasonable control, including but not limited to an Act of God, internet service provider delay or failure (all together "**Force Majeure Event**").

2.3 Restrictions. You may use the Services only as permitted in these Terms and subject to the following restrictions. You agree not to (i) sell, resell, reframe, rent, distribute, use on a timeshare, outsourced or commercially exploit or make the Services available to any third party, other than Authorized End-Users in furtherance of your internal business purposes as expressly permitted by these Terms; (ii) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, Documentation or data related to the Services; (iii) modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Cintoo or authorized within the Services); (iv) upload or distribute of any files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Services; (v) Probe, scan, test the vulnerability of, or circumvent any security mechanisms used by, the Site, servers, or networks connected to the Services; (vi) maliciously reduce or impair the accessibility of the Services; (vii) use the Service to post, promote, or transmit any unlawful, harassing, libelous, abusive, threatening, harmful, hateful, or otherwise objectionable material, or (viii) transmit or post any material that encourages conduct that could constitute a criminal offense or give rise to civil liability; (v) access the Services for competitive purposes.

2.4 Additional Restrictions. Additionally, your use of the Services shall conform with the restrictions set forth in the Order Form for the level of subscription purchased by you (Cintoo may monitor your compliance with these limits and if it detects overuse require that you upgrade to the appropriate higher subscription level). Your use of the Services must comply with the separate Website Terms of Use as updated by Cintoo from time to time and available on our Site. You shall abide by all local and international laws and regulations applicable to your use of the Services and comply with all regulations policies and procedures of networks connected to the Services.

2.5 Technical Support. During the Subscription Term, you will be entitled at no extra charge to access online user guides, knowledge bases and self-help tools, and any additional standard technical support resources for the Services that may be offered by Cintoo from time to time.

3 Your Responsibilities

3.1 Your Accounts. Except to the extent caused by our breach of these Terms, you are responsible for all activities that occur under your Account, regardless of whether the activities are authorized by you or undertaken by you or any Authorized User. Cintoo is not responsible for unauthorized access to your Account.

3.2 Your Service Data. You will ensure that your Service Data and your use of your Services Data will not violate these Terms, or any other agreement incorporated into these Terms. To the extent that the Service Data incorporated Personal Information, you agree that You shall be deemed to be the data controller and Cintoo shall be deemed to be the data processor as understood under the GDPR. In providing the Services, Cintoo will engage authorized services providers to process Service Data, which may incorporate Personal Information, such processing is explained in our Data Processing Agreement incorporated by reference to these Terms.

3.3 Your Security and Backup. You shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "**Equipment**"). You shall also be responsible for maintaining the security of the Equipment, your and your Authorized Users' accounts, passwords (including but not limited to administrative and user passwords) and Service Data.

3.4 Credentials. You agree to promptly notify us of any unauthorized use of your Account of which you become aware. You agree to use at least reasonable means to protect your Account name, password and other login information from unauthorized disclosure or use by third parties.

3.5 Authorized Users. If you become aware of any violation of your obligation caused by an Authorized User, you will immediately suspend access to the Services to such Authorized User or instruct us to do so, if applicable.

4 Privacy and Security

4.1 Privacy. In order to operate and provide the Services, we will collect certain Personal Information about you. We use and protect that Personal Information as described in our Website Privacy Policy and Services Privacy Policy. You acknowledge that your use of the Services is subject to our Privacy Policies and understand that it identifies how Cintoo collects, stores, and uses Personal Information.

4.2 Security. Without limiting your obligations under [Section 3.2](#), we will implement reasonable and appropriate measures designed to help you secure your Service Data against accidental or unlawful loss or disclosure. For more information regarding our security measures, please read our Security Policy.

5 Changes to Services

We may enhance and/or change the features of the Services at Our discretion as long as We do not materially reduce the core functionality of the Services. We will notify You of any material change to or discontinuation of our Services.

6 Software and Services License and Restrictions

You may need to download and install a Software to use the Services. If so, we grant you a limited, personal, non-exclusive, non-transferable, non-sublicensable license to use the Software to the extent reasonably required to use the Services and only for the duration that you are entitled to use the Services (which terms and conditions are governed by the "**Software License Agreement**").

7 Payment Terms

7.1 Subscription Plan. The prices, features, and options of the Services depend on the Subscription Plan selected as well as any changes instigated by Customer. Cintoo does not represent or warrant that a particular Subscription Plan will be offered indefinitely and reserves the right to change the prices for or alter the features and options in a particular Subscription Plan without prior notice.

7.2 No Refunds. Customer will timely pay Cintoo all fees associated with its Subscription Plan, Account or use of the Services, including, but without limitation, by Authorized Users. CUSTOMER'S PAYMENTS ARE NON-REFUNDABLE EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS.

7.3 Recurring Charges. When you purchase a Subscription Plan, you must provide accurate and complete information for a valid payment method, such as a credit card, that you are authorized to use. Customer must promptly notify us of any change in its invoicing address and must update its Account with any changes related to its payment method. BY COMPLETING REGISTRATION FOR A SUBSCRIPTION PLAN, CUSTOMER AUTHORIZES CINTOO OR ITS AGENT TO CHARGE ITS PAYMENT METHOD ON A RECURRING (E.G. MONTHLY OR YEARLY) BASIS ("**AUTHORIZATION**") FOR: (a) THE APPLICABLE SUBSCRIPTION PLAN CHARGES; (b) ANY AND ALL APPLICABLE TAXES; AND (c) ANY OTHER CHARGES INCURRED IN CONNECTION WITH CUSTOMER'S USE OF THE SERVICES. The Authorization continues through the applicable Term (as defined below) until Customer cancels as set forth in [Section 13.2](#) of these Terms.

7.4 Late Fees & Collection Costs. If Cintoo does not receive payment from Customer's payment method, Customer agrees to pay all amounts due upon demand. Any amount not paid when due will be subject to finance charges equal to 15% of the unpaid balance per month or the highest rate permitted by applicable law, whichever is less, determined and compounded daily from the date due until the date paid. Customer will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by Cintoo to collect any amount that is not paid when due. Cintoo may accept payment in any amount without prejudice to Cintoo's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to Cintoo may not be withheld or offset by Customer for any reason against amounts due or asserted to be due from Cintoo.

7.5 Invoices. Cintoo will provide billing and usage information in a format we choose, which may change from time to time. Cintoo reserves the right to correct any errors or mistakes that it identifies even if it has already issued an invoice or received payment. Customer agrees to notify us about any billing problems or discrepancies within thirty (30) days after they first appear on your invoice. If Customer does not bring such problems/discrepancies to our attention within thirty (30) days, it agrees to waive its right to dispute such problems or discrepancies.

7.6 Taxes. All payments required by these Terms are stated exclusive of all taxes, duties, levies, imposts, fines or similar governmental assessments, including sales and use taxes, value-added taxes ("**VAT**"), goods and services taxes ("**GST**"), excise, business, service, and similar transactional taxes imposed by any jurisdiction and the interest and penalties thereon, excluding taxes based on DocuSign's net income (collectively, "**Taxes**"). Customer shall be responsible for and bear Taxes associated with its purchase of, payment for, access to or use of the Services. Taxes shall not be deducted from the payments to Cintoo, except as required by law, in which case Customer shall increase the amount payable as necessary so that after making all required deductions and withholdings, Cintoo receives and retains (free from any Tax liability) an amount equal to the amount it would have received had no such deductions or withholdings been made. Customer hereby confirms that Cintoo can rely on the name and address set forth in its registration for a Subscription Plan as being the place of supply for sales tax purposes. Cintoo's and Customer's obligations under this [Section 7.6](#) shall survive the termination or expiration of these Terms.

8 Temporary Suspension

We may suspend your or any Authorized User's right to access or use any portion or all of the Services immediately upon notice to you if we determine: (a) your or an End User's use of the Services (i) poses a security risk to the Services or any third party, (ii) could adversely impact our systems and/or the Services, (iii) could subject us, our affiliates, or any third party to liability, or (iv) could be fraudulent; (b) you are, or any End User is, in breach of these Terms; (c) you are in breach of your payment obligations under [Section 7](#); or (d) you have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

If we suspend your right to access or use any portion or all of the Services, (a) you remain responsible for all fees and charges you incur during the period of suspension; and (b) you will not be entitled to any service credits for any period of suspension.

9 Trial Accounts

If You register for a free trial for any of the Services, We will make such Services available to You on a trial basis free of charge until the earlier of (a) the end of the free trial period for which You registered to use the applicable Service(s); (b) the start date of any subscription to such Service purchased by You for such Service(s); or (c) termination of the trial by Us in our sole discretion. Trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into these Terms by reference and are legally binding. Please review the applicable Documentation during the trial period so that You become familiar with the features and functions of the Services under applicable Service Plans before You make Your purchase.

ANY SERVICE DATA YOU ENTER INTO A SERVICE, AND ANY CONFIGURATIONS OR CUSTOMIZATIONS MADE TO A SERVICE BY OR FOR YOU, DURING YOUR FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SAME SERVICE AS COVERED BY THE TRIAL, PURCHASE THE APPLICABLE SERVICE, OR EXPORT SUCH SERVICE DATA, BEFORE THE END OF THE TRIAL PERIOD.

10 Beta Services

From time to time, we may make Beta Services available to you at no charge. You may choose to try such Beta Services in Your sole discretion. Beta Services are intended for evaluation purposes and not for production use, are not supported, and may be subject to different Terms that will be presented to You. Beta Services are not considered "Services" under these Terms; however, all restrictions, our reservation of rights and Your obligations concerning the Services, shall apply equally to Your use of Beta Services. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of a date disclosed by Cintoo or the date that a version of the Beta Services becomes generally available without the applicable Beta Services designation. We may discontinue Beta Services at any time in Our sole discretion and may never make them generally available. We will have no liability for any harm or damage arising out of or in connection with a Beta Service.

11 Intellectual Proprietary Rights

11.1 Your Service Data. Except as provided in this Section 11, we obtain no rights under these Terms from you to your Service Data. You consent to our use and processing of your Service Data to provide the Services to you and Authorized Users.

11.2 Services License. Cintoo retain all rights, titles and interest in and to all of its respective patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property rights (collectively "**Intellectual Proprietary Rights**"). The rights granted to You and Authorized Users to use the Services under these Terms do not convey any additional rights in the Services or in any Intellectual Property Rights associated therewith. Subject only to limited rights to access and use the Services as expressly stated herein, all rights, title and interest in and to the Services and all hardware, Software and other components of or used to provide the Services, including all related Intellectual Property Rights, will remain with Cintoo and belong exclusively to Cintoo. Cintoo shall have a fully paid-up, royalty-free, worldwide, transferable, sub-licensable (through multiple layers), assignable, irrevocable and perpetual license to implement, use, modify, commercially exploit, and/or incorporate into the Services or otherwise use any suggestions, enhancement requests, recommendations or other feedback We receive from You and/or any Authorized User, or other third parties acting on Your behalf. You may only use our Marks in a manner permitted by our internal guidelines to identify You as a Customer; provided You do not attempt, now or in the future, to claim any rights in the Marks, degrade the distinctiveness of the Marks, or use the Marks to disparage or misrepresent us or our Services.

12 Confidentiality

12.1 Confidential Information. means all information disclosed by You to Cintoo or by Cintoo to You which is in tangible form and labeled "confidential" (or with a similar legend) or is information, regardless of form, which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure, including, but not limited to, information relating to Cintoo's security policies and procedures. For purposes of these Terms, these Terms as well as Service Data shall be deemed Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include information that (a) was already known to the receiving Party at the time of disclosure by the disclosing Party; (b) was or is obtained by the receiving Party by a third party not known by the receiving Party to be under an obligation of confidentiality with respect to such information; (c) is or becomes generally available to the public other than by violation of these Terms or another valid agreement between the Parties; or (d) was or is independently developed by the receiving Party without use of the disclosing Party's Confidential Information

12.2 Protection of Confidential Information. Each Party will protect each other's Confidential Information from unauthorized use, access or disclosure in the same manner as each protects its own Confidential Information, but with no less than reasonable care. Except as otherwise expressly permitted pursuant to these Terms, each Party may use each other's Confidential Information solely to exercise its respective rights and perform its respective obligations under these Terms and shall disclose such Confidential Information (a) solely to the employees and/or non-employee service providers and contractors who have a need to know such Confidential Information and who are bound by terms of confidentiality intended to prevent the misuse of such Confidential Information; (b) as necessary to comply with an order or subpoena of any administrative agency or court of competent jurisdiction; or (c) as reasonably necessary to comply with any applicable law or regulation.

13 Term and Termination

13.1 Term. Unless a different term is specified in a signed Order Form between You and Cintoo, the initial Term of your subscription to our Services will begin on the submission or execution of your Order Form and shall continue on a month-to-month basis until the subscription is terminated as provided below.

13.2 Termination. Either party may terminate these Terms by providing a prior written notice of termination to the other party at least 30 days prior to the end of the then-current subscription term. We may also terminate these Terms immediately upon notice to you if we have the right to suspend the Services under [Section 8](#).

13.3 Effect of Termination. Upon termination, all payments then due and payable to Cintoo must be paid in full. You will immediately return or, if instructed by us, destroy all Cintoo content in your possession. Contingent upon our receipt of all such payments, we will continue to make your Service Data available for downloading for 30 days after the termination date. Following this 30-day period, Cintoo may remove your Service Data from the production environment. The provisions of these Terms which, by their nature, are intended to survive termination, includes the Confidentiality Section, Intellectual Property Rights Section, Indemnification Section, any disposition regarding unpaid payments and expenses.

14 Warranties and Disclaimers

14.1 Cintoo. Cintoo represents that it has validly entered into these Terms and has the legal power to do so. Cintoo shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Services in a professional and workmanlike manner. Services may be temporarily unavailable for maintenance or, either by Cintoo or by third-party providers, or because of other causes beyond Cintoo's reasonable control, but Cintoo shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. However, CINTOO does not warrant that the Services will be uninterrupted or error free, nor does it make any warranty as to the results that may be obtained from use of the Services. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND CINTOO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

14.2 Customer. Customer represents that it has validly entered into these Terms and has the legal power to do so. Customer represents and warrants that he owns all right, title and interest in and to the Service Data and that none of the Service Data will violate these Terms, our Privacy Policies and our Terms of Use.

15 Limitation of Liability

WE WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THESE TERMS OR YOUR USE OF OR ACCESS TO THE SERVICES, (II) OUR DISCONTINUATION OF ANY OR ALL OF THE SERVICES, OR, (III) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THESE TERMS OR YOUR USE OF OR ACCESS TO THE SERVICES; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR SERVICE DATA OR OTHER DATA. IN ANY CASE, OUR AGGREGATE LIABILITY UNDER THESE TERMS WILL NOT EXCEED THE AMOUNT YOU ACTUALLY PAY US UNDER THESE TERMS FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE. THE LIMITATIONS IN THIS SECTION 15 APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

16 Indemnification

16.1 By Cintoo. We will indemnify and hold You harmless from and against any claim brought by a third party against You by reason of Your use of a Service as permitted hereunder, alleging that such Service infringes or misappropriates a third party's valid patent, copyright, trademark or trade secret (an "**IP Claim**"). We shall, at Our expense, defend such IP Claim and pay damages finally awarded against You in connection therewith, including the reasonable fees and expenses of the attorneys engaged by Cintoo for such defense, provided that (a) You promptly notify Cintoo of the threat or notice of such IP Claim; (b) We will have the sole and exclusive control and authority to select defense attorneys, and defend and/or settle any such IP Claim; and (c) You fully cooperate with Cintoo in connection therewith. If use of a Service by You, or any Authorized User has become, or, in Our opinion, is likely to become, the subject of any such IP Claim. We may, at Our option and expense, (a) procure for You the right to continue using the Service(s) as set forth hereunder; (b) replace or modify a Service to make it non-infringing; or (c) if options (a) or (b) are not commercially reasonable or practicable as determined by Cintoo, terminate Your subscription to the Service(s) and repay You, on a pro-rata basis, any subscription charges previously paid to Cintoo for the corresponding unused portion of Your term for such Services. We will have no liability or obligation under this [Section 16.1](#) with respect to any IP Claim if such claim is caused in whole or in part by (i) compliance with federal, state, or instructions or specifications provided by You; (ii) modification of the Services by anyone other than Cintoo; or (iii) the combination, operation or use of the Services with other hardware or software where a Service would not by itself be infringing. The provisions of this [Section 16.1](#) state the sole, exclusive and entire liability of Cintoo to You and constitute Your sole remedy with respect to an IP Claim brought by reason of access to or use of a Service by You or Authorized Users. The above defense and indemnifications obligations do not apply to the extent a claim against you arises from Service Data, Your use of Beta Services or Our breach of these Terms.

16.2 By Customer. You will indemnify and hold Cintoo harmless against any claim (i) arising from or related to use of a Service by You or Authorized Users in breach of these Terms; or (ii) alleging that the intellectual property rights of a third party have been violated; provided (a) We promptly notify You of the threat or notice of such claim; (b) You will have the sole and exclusive control and authority to select defense attorneys, and defend and/or settle any such claim (however, You shall not settle or compromise any claim that results in liability or admission of any liability by Us without Our prior written consent); and (c) We fully cooperate with You in connection therewith.

17 Export

You agree to comply with the export laws and regulations of the United States and any other country (the "**Export Laws**"), as they apply to the exports of products and technical data from the United States and re-exports or transfers of products and technical data from other countries, and to furnish or complete such documentation as may be required.

18 Choice of Law and Disputes

These Terms and any dispute arising out of or related to these Terms ("**Dispute**") will be governed in accordance with the laws of the state of Florida, without regard to its choice of law principles. The United Nations Convention for the International Sale of Goods shall not apply. Any legal action or proceeding arising under these Terms will be brought exclusively in the federal or state courts located in Miami, Florida and the parties hereby consent to personal jurisdiction and venue therein.

19 Miscellaneous

19.1 Notices. All notices required or permitted under these Terms hereto will be in writing and delivered in person, by confirmed facsimile transmission, by overnight delivery service, or by registered or certified mail, postage prepaid with return receipt requested, and in each instance will be deemed given upon receipt.

19.2 Modification. This is the entire agreement between the parties relating to the subject matter hereof and to the fullest extent permitted by law, all other terms, representations, negotiations, arrangements or understandings are rejected. These Terms supersedes and replaces any other agreements, representations, negotiations, arrangements or understandings between the parties and you hereby waive any form requirements that may be contained in previous agreements and agrees that these Terms shall take precedent with respect to its subject matter. You hereby has entered into these Terms relying on any representations made by you or on behalf of the other, other than those expressly made in these Terms. No waiver or modification of these Terms shall be valid unless in writing, signed by each party.

19.3 Severability. If any provision of these Terms is held to be illegal, invalid or unenforceable, the provision will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remaining provisions of these Terms will remain in full force and effect.

19.4 Waivers. Any waiver of these terms must be in writing and signed by the waiving party to be effective.

19.5 Independent Parties. The parties are independent. Nothing in these Terms shall be construed to create a partnership, joint venture, contractor, or agency relationship between the parties.

19.6 Assignment. You shall not and cannot assign these Terms or any rights or obligations hereunder, directly or indirectly, by operation of law, merger, acquisition of stock or assets, or otherwise without the prior written consent of Cintoo. Any attempted assignment or transfer in violation of the foregoing will be null and void. Subject to the foregoing, these Terms shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

19.7 Force Majeure. Except for payment obligations, neither party will be responsible for failure of performance due to causes beyond its reasonable control. Such causes include (without limitation) accidents, severe weather events, acts of God, labor disputes, actions of any government agency, epidemic, pandemic, shortage of materials, acts of terrorism, or the stability or availability of the internet or connectivity outside of the control of a party.

19.8 Updates. All material updates regarding the security measures or a significant increase of your obligations will be sent by email. All other updates will be posted to our Site.

19.9 Contact Information. If you have any questions about these Terms, please direct all correspondence to: Cintoo US Inc. 990 Biscayne Blvd., Suite 701, Miami, FL 33132, USA.