

KOOPID TERMS OF SERVICE

This is a legal agreement between the person or organization (“Customer” or “you”) agreeing to these Terms of Service (“Terms”) and the applicable Koopid, Inc. (“Koopid,” “us,” or “we”). By accepting these Terms, signing an Order, or using the Services, you represent that you are of legal age and have the authority to bind the Customer to the Order, these Terms, and the applicable Service Descriptions (collectively the “Agreement”).

Koopid and Koopid.ai provide websites, products and services that connect businesses and customers through messaging platform for customer service, sales, marketing, and other uses by Koopid customers (collectively “Koopid Services”).

Privacy

Your use of Koopid Services is subject to Koopid’s Privacy Policy. Please review our Privacy Policy, which also governs the Koopid Services and informs users of our data collection practices.

Electronic Communications

Visiting Koopid.ai or sending emails or messaging to Koopid constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Koopid Services, satisfy any legal requirement that such communications be in writing.

Your Account

If you use Koopid Services, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Koopid is not responsible for 3rd party access to your account that results from theft or misappropriation of your account. Koopid and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Children Under Thirteen

Koopid does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use Koopid Services only with permission of a parent or guardian.

Links to Third Party Sites / Third Party Services

Koopid Services may contain links to other websites (Linked Sites”). The Linked Sites are not under the control of Koopid and Koopid is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Koopid is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Koopid of the site or any association with its operators.

Certain services made available via Koopid.ai or Koopid Services are delivered by third party sites and organizations. By using any product, service or functionality originating from the Koopid.ai domain, you hereby acknowledge and consent that Koopid may share such information and data with any 3rd party with whom Koopid has a contractual relationship to provide the requested product, service or functionality on behalf of Koopid Service users and customers.

Emergency Use

You understand that Koopid Services (a) are not designed or intended for use during emergency activities, and (b) do not allow and should not be used for calls to emergency services numbers (e.g., 911(U.S.), or 999 and 112 (UK)). WE ARE NOT A “DIAL-TONE” PROVIDER. IN THE EVENT OF AN EMERGENCY WHILE USING ANY KOOPID SERVICES, HANG UP AND DIAL YOUR LOCAL EMERGENCY NUMBER. YOU MUST UTILIZE THE TELEPHONE SERVICE PROVIDED BY YOUR LOCAL CARRIER TO MAKE AN EMERGENCY CALL.

Security Emergencies

If we reasonably determine that the security of Koopid Services or infrastructure may be compromised due to hacking attempts, denial of service attacks, or other malicious activities, we may temporarily suspend Koopid Services and we will take action to promptly resolve any security issues. We will notify you of any suspension or other action taken for security reasons.

Recording

Certain Koopid Services provide functionality that allows you to record audio, video and data shared during sessions. You are solely responsible for complying with all applicable laws in the relevant jurisdictions while using recording functionality. We disclaim all liability for your recording of audio, video or data, and you agree to hold us harmless from damages or liabilities related to the recording of any audio, video, or data.

No Unlawful or Prohibited Use / Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use Koopid Services strictly in accordance with these terms of use. As a condition of your use of Koopid Services, you warrant to Koopid that you will not use Koopid Services for any purpose that is unlawful or prohibited by these Terms. You may not use Koopid Services in any manner which could damage, disable, overburden, or impair Koopid Services or interfere with any other party’s use and enjoyment of Koopid Services. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through Koopid Services.

All content included as part of Koopid Services, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on Koopid Services, is the property of Koopid or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends, or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on Koopid Services. Koopid content is not for resale. Your use of Koopid Services does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Koopid and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Koopid or our licensors except as expressly authorized by these Terms.

Third Party Accounts

You will be able to connect your Koopid account to 3rd party accounts. By connecting your Koopid account to your 3rd party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those 3rd party sites). If you do not want information about you to be shared in this manner, do not use this feature.

International Users

Koopid Services are controlled, operated and administered by Koopid from our offices within the USA. If you access Koopid Services from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Koopid Content accessed through Koopid Services in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless Koopid, its officers, directors, employees, agents and 3rd parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use Koopid Services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a 3rd party, or your violation of any applicable laws, rules or regulations. Koopid reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Koopid in asserting any available defenses.

Koopid will defend You, at Koopid's expense, against any Claim, as defined below, and will indemnify You as provided for in this Section for any judgments, settlements and court awarded attorney's fees resulting from a Claim. Koopid's obligations under this Section are conditioned on the following: (i) You promptly notify Koopid of the Claim in writing upon You being made aware of the Claim; (ii) You give Koopid sole authority and control of the defense and (if applicable) settlement of the Claim, and (iii) You provide all information and assistance reasonably requested by Koopid to handle the defense or settlement of the Claim. "Claim" means any cause of action in a third-party action, suit or proceeding against You alleging that Koopid Content infringes a patent, copyright or trademark and/or breaches any applicable laws or regulations.

Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPAITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Koopid agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE

PERIODICALLY ADDED TO THE INFORMATION HEREIN. KOOPID, INC AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

KOOPID, INC AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTEND PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. KOOPID, INC AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTEND PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL KOOPID, INC AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF KOOPID, INC OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

Termination / Access Restriction

Koopid reserves the right, in its sole discretion, to terminate your access to Koopid Services and the related web sites or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Delaware and you hereby consent to the exclusive jurisdiction and venue of courts in Delaware in all disputes arising out of or relating to the use of Koopid Services. Use of Koopid Services is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Koopid as a result of this agreement or use of Koopid Services. Koopid's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is derogation of Koopid's right to comply with governmental, court and law enforcement requests or requirements relating to your use of Koopid Services or information provided to or gathered by Koopid with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Koopid with respect to Koopid Services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Koopid with respect to Koopid Services. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

Koopid reserves the right, in its sole discretion, to change the Terms under which Koopid Services is offered. The most current version of the Terms will supersede all previous versions. Koopid encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

Koopid welcomes your questions or comments regarding the Terms:

Koopid, Inc.

Email address: info@koopid.ai

Effective as of July 24, 2018