

Terms of Service

Vendasta Technologies Inc.

Last modified: November 24, 2026

Terms of Service

These Terms of Service, together with our Privacy Policy, Terms of Use, any additional policies and future modification, and any applicable Order Form (collectively, the "Agreement") governs your access, evaluation, or your acquisition and use of our Services. Please read carefully. This Agreement is between us ("Vendasta," "we," or "our") and you ("Partner," or "your").

By signing this Agreement, by accessing; by browsing Vendasta websites; by clicking a box indicating your acceptance; by executing an Order Form that references this Agreement; or for Free Services, by using such Services, you acknowledge that you have read, understood and agree to be bound by the terms of this Agreement. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to this Agreement, in which case the terms "you" or "your" shall refer to such entity.

> If you do not have such authority, or if at any time you do not agree with this Agreement, you must not sign this Agreement and may not use our Services.

You may not access the Services if you are our direct competitor, except with our prior written consent. In addition, you may not access our services for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking against similar providers or other competitive purposes.

Contents

1. Definitions

2. Services and our responsibility

- 2.1 Provision of Purchased Services
- 2.2 Subscription Upgrades and Downgrades
- 2.3 Free Services
- 2.4 Modification
- 2.5 Consulting Services

3. Your use of services

- 3.1 Acceptable Use
- 3.2 Usage Restrictions
- 3.3 Your Responsibility
- 3.4 Marketplace; Third Party Sites and Products
- 3.5 Subprocessors
- 3.6 Automattic Products

4. Fees and payment

- 4.1 Fees
- 4.2 Invoicing and Payment
- 4.3 Payment Method
- 4.4 Overdue Charges; Late or Non-Payment
- 4.5 Payment Dispute
- 4.6 Fee Increase
- 4.7 Taxes

5. Term and termination

5.1 Term and Renewal
5.2 No Early Termination; No Refunds
5.3 Termination/Suspension
5.4 Business Closure
5.5 Effects of Termination
5.6 Return of Property

6. Proprietary rights and licenses

6.1 Proprietary Rights
6.2 Your Rights
6.3 License to Use Feedback
6.4 Augmented Data

7. Legal terms

7.1 Confidentiality
7.2 Publicity
7.3 Indemnification
7.4 Disclaimer; Limitation of Liability
7.5 No-Exclusivity and Independent Contractor
7.6 Non-Solicitation

8. Miscellaneous

8.1 Amendment; Entire Agreement; Precedence
8.2 No Waiver
8.3 Currency
8.4 Severability
8.5 Interpretation
8.6 Assignment
8.7 Third Party Beneficiaries
8.8 Governing Law; Venue

1. Definitions

"Agreement" means applicable Order Form, Terms of Service, Privacy Policy, Terms of Use, any additional policies and future modification and all materials referred to herein.

"Augmented Data" means information you submit to us to update, enhance, or augment such data to augment, verify, or correct using our database, public sources, and/or through third party service providers.

"Consulting Services" means the professional services available to you, subject to applicable fees, which may include training services, partner development, integration, or any other consulting services.

"Confidential Information" means all non-public, confidential, or proprietary information that one party or its representative makes available ("Disclosing Party") to the other party ("Receiving Party") in connection with this Agreement. Confidential Information includes, without limitation, the terms of this Agreement, Order Form, technical data, programs, code, trade secrets, marketing strategies, software, documentation, business information as well as information related to the past, present and future, ideas, business strategies, customers and suppliers of each party and its affiliates. Information already known to the Receiving Party prior to receipt from the Disclosing Party, or public knowledge, is not considered Confidential Information.

"Customer" means an individual, or legal entity user that obtains websites or services from you.

"Documentation" means works of authorship that we make available for you and/or your Customer's use with the Services that comprises either: (a) instructions for the software use; or (b) description of the software's operational and/or design characteristics.

"Free Services" means subscription services or other products and features made available to you on a free trial basis. Free Services exclude Purchased Services.

"Intellectual Property" means the following: all algorithms, application programming interfaces ("APIs"), concepts, Confidential Information, data, databases and data collections, designs, diagrams, documentation, drawings, flow charts, ideas and inventions (whether or not patentable or reduced to practice), know-how, materials, marketing and development plans, marks (including brand names, product names, logos, and slogans), methods, models, architectures, procedures, processes, protocols, software code (in any form including source code and executable or object code), uniform resource identifiers including uniform resource locators ("URLs"), user interfaces, web sites, specifications, subroutines, techniques, works of authorship, and other forms of technology.

"Intellectual Property Rights" means all present and future rights of the following types, that may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask work rights; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patent and industrial property rights; (e) other proprietary rights in Intellectual Property of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses (a) through (e).

"Marketplace" means an online marketplace of applications and/or services made available by us and third-party providers.

"Marks" means any trademark, service mark, or trade name of a party.

"Order or Order Form" means the online ordering document that has your information including your contact information, subscription tier, term, activated products and so on.

"Platform" means the application that allows you to use and access the Solutions.

"Purchased Services" means subscription services or other products and features made available for purchase. Purchased Services exclude Free Services.

"Solutions" means products and/or services that we will make available in the Platform.

"Services" means the products and services that are enabled by you through the Platform and Solutions, ordered by you under an Order Form, or provided to you under Free Services. Services exclude Marketplace and non-Vendasta applications.

"Your Data" means electronic data and information submitted to our Services by you or on your behalf.

"User" means any individual or a legal entity accepting this Agreement or who is authorized by you to use Services, for whom you have purchased a subscription. Users may include you, your employees, consultants, contractors, and your Customers.

2. Services and our responsibility

2.1 Provision of Purchased Services

Subject to this Agreement including any applicable Order Form, we will do the following: (a) provide you with standard support, or upgraded support if purchased, and (b) use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week except for: (i) scheduled maintenance; (ii) force majeure events, including an act of God, act of government, flood, fire, earthquake, war, terrorism, service provider failure, or denial of service attack; or (iii) your acts or omissions.

2.2 Subscription Upgrades and Downgrades

Detailed information on available tiers of subscription and what is included in each subscription is found on our website: https://www.vendasta.com. You may upgrade your subscription tier at any time during the month. You may request to downgrade your subscription tier at any time, but it will only be effective at the end of your current term.

2.3 Free Services

You may register for Free Services subject to the terms of this Agreement until the earlier of: (a) the end of a free trial period; (b) the start date of any Purchased Services; or (c) termination by us in our sole discretion without prior notice. You agree that we will not be liable to you or any third party for any damages arising from using the Free Services or terminating free access to our Services. Except as required by law, you are solely responsible to export your data from Free Services prior to termination. We will not be responsible for any data you have entered, or any customizations made to the Services by or for you unless you purchase a subscription.

2.4 Modification

From time to time, we may modify any minor part of our Services to improve your experience. We will not make any material changes to our Services without providing notice.

2.5 Consulting Services

You may purchase professional consulting services, subject to applicable fees, which may include training services, partner development, integration, or any other consulting services.

3. Your use of services

3.1 Acceptable Use

You will comply with our Terms of Use and Privacy Policy, both of which are available on our Trust Center at trust.vendasta.com.

3.2 Usage Restrictions

You will comply with all federal, state, provincial and local laws, rules, regulations, and ordinances with respect to the performance of any of your obligations under this Agreement. You will not do the following: (a) modify, copy or create derivative works based on Services or any part thereof; (b) reverse engineer, disassemble, or decompile any of our Services or any part of them to try and find our source code; (c) use or launch any automated system, including “robots”, “crawlers”, “spiders”, or “offline readers”; (d) use the Services in any manner that damages, disables, overburdens, or impairs any of our websites or interferes with any other party’s use of the Services; (e) attempt to gain unauthorized access to the Services; or (f) access the Services other than through our interface.

3.3 Your Responsibility

You will be responsible for the following: (a) User’s compliance with this Agreement, Documentation and Order Form(s); (b) for the accuracy, quality and legality of Your Data and your use of Your Data with our Services; and (c) use commercially reasonable efforts to prevent unauthorized access to and use of Services and notify us promptly of any unauthorized access.

3.4 Marketplace; Third Party Sites and Products

We or third parties may make available Solutions through Marketplace or otherwise. When you elect to use third party Solutions, we may make available information about you and your Customers for enhanced user experience and/or any other unique customization for you or your Customers. For further details, please refer to the Marketplace Terms and Conditions available on our Trust Center at trust.vendasta.com. We do not control third-parties and we are not liable for Solutions by third-parties. When using third party Solutions, your security is your responsibility. We do not endorse, warrant, guarantee the continued availability of, or support any third-party Solutions. Any acquisition of third-party products or services, and any exchange of data between you and any third-party provider, is solely between you and the applicable third party. You agree not to circumvent Marketplace and contract with any third-party providers in Marketplace which you have come to know through us or our Services, without our prior written consent.

3.5 Subprocessors

Vendasta uses certain subprocessors to assist in providing Vendasta’s services. A subprocessor is a third party processor engaged by Vendasta who agrees to receive and process personal data from Vendasta intended for processing activities to be carried out (a) on behalf of Vendasta customers; (b) in accordance with terms of a

written contract between Vendasta and customers; (c) in accordance with the customer instructions as communicated by Vendasta; and (d) in accordance with the terms of a written contract between Vendasta and the subprocessor. Subprocessors we engage may change from time to time; and we may update the list of subprocessors below.

(a) Current list of subprocessors

The current list of our processors (each a "Processor") is maintained on our Trust Center at trust.vendasta.com under the Subprocessors section. We reserve the right to add, change or remove a processor, subject to the terms of our agreement with each of the processors.

(b) Payment subprocessing

To the extent applicable, you appoint Vendasta as its limited payments agent for the sole purpose of receiving, holding, and settling payments to Vendasta for your Customer's invoice payments made through our Platform. Vendasta or its third party payment processor will settle payments that are actually received by Vendasta, including payments received by Vendasta's third party payment processor on behalf of Vendasta to you, less any amount owed to Vendasta, including taxes, fees and other obligations, and subject to this Terms of Service and to the third party processor's terms and conditions ("Payment Settlement"). You agree that a payment received by Vendasta (whether directly or by our third-party payment processor on behalf of Vendasta), on behalf of you, satisfies your Customer's obligation to make payment to you, regardless of whether Vendasta settles such payment to you. If we do not settle any such payments as described in this Terms of Service to you, you will have recourse only against Vendasta and not your Customer, as payment is deemed made by your Customer to you upon constructive or actual receipt by Vendasta.

(c) Your agreement with Stripe

Our current payment processor is Stripe, Inc. ("Stripe"). Payment settlement is conducted by Stripe and any of its financial service providers under a separate Stripe Connected Account Agreement (https://stripe.com/en-us/connect-account/legal), Stripe Services Agreement, Stripe Privacy Policy, the applicable Financial Services Terms (https://stripe.com/en-us/legal) and other additional terms (collectively, the "Stripe Processor Terms"). Vendasta is not a party to the Processor Terms and is not liable to you in respect thereof. By using Stripe, you agree to be bound by the Stripe Processor Terms.

(d) Chargeback and refund liability

When a cardholder has an issue with a charge on their credit card, they may contact their bank or issuing entity to dispute the charge. A Chargeback results in an unconditional obligation for you to return remitted funds and any applicable fees. For avoidance of doubt, if you use Stripe payment service, you are subject to the terms and conditions of Stripe payment service and we are not responsible for any Chargebacks and any associated applicable fees. You agree to be held responsible for: (a) any fines, fees, charges or expenses of any nature in relation to such Chargebacks and refunds; (b) where a Chargeback occurs, we shall immediately be entitled to debit your account, a deduction from any amount received by us, and/or invoice you to recover the full amount of the relevant Chargebacks and any other expenses. Your obligation to pay Chargebacks shall survive the termination or expiration of this Agreement.

3.6 Automattic Products

Certain Services may include Jetpack or other products provided by Automattic Inc. ("Automattic"). By using such Services, you agree to Automattic's Terms of Service (https://wordpress.com/tos/) and Privacy Policy (https://automattic.com/privacy/).

4. Fees and payment

4.1 Fees

(a) Subscription. Unless otherwise provided in the applicable Order Form, (i) the subscription fee will remain fixed during the term; (ii) the subscription fee is non-cancellable and non-refundable; (iii) Purchased Services are purchased as subscriptions; (iv) subscriptions can be upgraded; and (v) any added subscription will terminate on the same date as the underlying subscriptions.

(b) Onboarding Fee. This one-time setup fee will be considered in any integration and training plan we design ("Onboarding Fee"). Onboarding Fee is mandatory, subject to the level of subscription or the size of the accounts, and is non-refundable.

(c) Products. Certain Solutions require a certain level of active subscription tier. Fees for Solutions may vary or depend on a certain subscription tier. You agree to promptly pay on demand all amounts due and payable for each product and/or service. Activated products or services for an account are for a full period as per each specification. You may cancel any of their active products at any time, and the system will automatically deactivate the product at the end of the current cycle.

4.2 Invoicing and Payment

All amounts invoiced are due and payable immediately, unless otherwise provided in the Order Form. You are responsible for providing complete and accurate billing and contact information to us and notifying us of any changes to such information.

4.3 Payment Method

You will pay all fees via a valid payment method, or by other approved manner specified in the applicable Order Form. If you provide payment card information, you authorize us to charge the payment card for all purchases made and any renewals due. Such charges may be made in advance, either annually or monthly or in accordance with the billing frequency associated with the Solutions in the Platform. If there is a problem charging your payment card, you may be required to provide other valid payment card information. If you are making payments via payment card, you authorize us to use a third party to process payments, and consent to the disclosure of your payment information to such third party.

4.4 Overdue Charges; Late or Non-Payment

If you do not pay the invoice by the due date, then without limiting our rights or remedies: (a) those overdue amounts shall accrue interest at one point five percent (1.5%) per month, which percentage is equivalent to a yearly rate of eighteen percent (18%), or the maximum rate permitted by law, whichever is lower; (b) we may suspend or terminate the current subscription term; and/or (c) we may alter your payment terms on future subscriptions.

4.5 Payment Dispute

You will notify us immediately if there is any issue with your invoice. We will not suspend the Services while you are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

4.6 Fee Increase

The pricing of any fee during any renewal term may increase up to eight percent (8%) above the applicable pricing in the prior term, unless we provide you notice of different pricing at least sixty (60) days prior to the applicable renewal term.

4.7 Taxes

You are responsible for paying all taxes, levies or similar governmental assessments including, for example, sales, value-added, use or withholding taxes, associated with your purchases hereunder. Our fees do not include taxes, which we will charge as applicable, and you will pay that amount. You shall have no liability for any taxes based upon our gross revenues or net income. We are solely responsible for our own taxes based on our income, property, and employees.

5. Term and termination

5.1 Term and Renewal

This Agreement commences on the date you first sign in acceptance for a period of one (1) year and will automatically renew for additional one (1) year periods, unless either party gives the other notice of non-renewal at least ninety (90) days before the end of the relevant term. If you have purchased Solutions during the subscription term, the fees for these Solutions will be monthly (or annually as the case may be), unless otherwise indicated in your Order Form. If you use our Free Services, we will make the Free Services available to you subject to Section 2.3 above. Except as stated in the applicable Order Form, renewal of promotional or one-time priced subscription will be at our applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which volume for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's pricing.

5.2 No Early Termination; No Refunds

The subscription term will end on the expiration date and the subscription cannot be cancelled early. All fees are non-refundable. If you terminate this Agreement during the term, you agree to pay any outstanding fees due and payable for the remainder of the term.

5.3 Termination/Suspension

Either party may terminate this Agreement for cause, upon thirty (30) days written notice of a material breach if such breach remains uncured at the expiration of such period. We may terminate this Agreement for cause: (a) upon fifteen (15) days written notice to you of non-payment of any amount due to us if such amount remains unpaid at the expiration of such period; (b) immediately, if you become the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors; or (c) immediately, if the Customer or the User violates the Terms of Service or applicable local, state, federal, or foreign laws or regulations. While any payment is delinquent, subject to our reasonable and sufficient notice: (a) any unpaid fees will incur a late fee; (b) we may terminate or suspend your, Customer's and/or User's access; and/or (c) we may initiate direct communications with the Customer or any User.

5.4 Business Closure

If you cease business operations or are unable or not permitted to continue business under any applicable law or regulations, you shall immediately provide us a written notice with proof of such cessation; we may at our sole option terminate this Agreement upon receipt of such notice.

5.5 Effects of Termination

Upon expiration or termination of this Agreement for any reason: (a) your right to use or access the Services shall cease and we have no further obligation to make the Services available to you; (b) all rights and licences granted to you (or by you) shall cease; and (c) any amounts owed to us under this Agreement shall be

immediately due and payable.

5.6 Return of Property

Upon expiry or termination of this Agreement, you may request within thirty (30) days to export or download Your Data. After this thirty (30) day period, we hold no obligation to maintain or provide any of Your Data and will delete or destroy all Your Data in our systems or otherwise in our possession, unless legally prohibited by applicable laws from doing so.

6. Proprietary rights and licenses

6.1 Proprietary Rights

All our Services are protected by intellectual property laws; they belong to and are the property of us or our licensors (if any), and we retain all ownership rights to them. You agree not to copy, rent, lease, sell, distribute, create derivative works, or use them in a fashion contrary to this Agreement. You have the right to access and use the Services subject to the terms of this Agreement.

6.2 Your Rights

You own and retain all rights to Your Data. You grant us and our applicable third parties a limited right to use Your Data solely to the extent as may be necessary to provide the Services to you pursuant to and as permitted by this Agreement. If you are using the Services on behalf of another party, then you represent and warrant that you have all sufficient and necessary rights and permissions to do so. Save and except for the limited licenses granted for use of Your Data during the term of the Agreement, we acquire no right, title or interest from you or your licensors under this Agreement.

6.3 License to Use Feedback

You grant us a license to use and incorporate into our services any comments, suggestions, enhancements, recommendations, corrections, or other feedback provided by you or Users, without any payment or attribution.

6.4 Augmented Data

If we make Augmented Data available to you, you may use Augmented Data during your Purchased Subscription period only. We will make Augmented Data based on Your Data and it will only be available to you.

7. Legal terms

7.1 Confidentiality

During the term of this Agreement and following the expiration of this Agreement, all Confidential Information related to or obtained from either party shall be held in confidence by the Receiving Party to the same extent and in at least the same manner as its own confidential information. The Receiving Party will not use Confidential Information for any purpose outside the scope of this Agreement. The Receiving Party will limit access to Confidential Information to its employees, contractors, advisors, and agents who need access for purposes consistent with this Agreement. The Receiving Party will not disclose Confidential Information to any third party without a prior written consent of the Disclosing Party. Upon notice to the Disclosing Party, the Receiving Party may disclose Confidential Information to the extent compelled by law to do so.

7.2 Publicity

You grant us the right to add your name and logo to our partner list, podcast, and website in all our media releases.

7.3 Indemnification

You will defend, indemnify and hold us harmless against any third party claim, requests for injunctive relief, demands, liabilities, obligations, losses, damages, penalties, fines, punitive damages, expenses and disbursements of any kind and nature, suit, action, or proceeding (each, an "Action") brought by a third party under any theory of legal liability arising out of or related to any of the following: (a) your noncompliance with or breach of this Agreement; (b) actual or alleged use of the Services in violation of this Agreement or law, by you or by any person acting for you under the Agreement regardless of whether such person has been authorized to use the Services; (c) your use of Third Party Products; or (d) any dispute between persons who claim to have authority to act for you in connection with the control of your account with us. We will notify you, so you have the right to immediately take control of the defense and investigation of any Action and promptly provide you, at your expense, with all information and assistance reasonably requested by you to manage the matter. You shall not settle any Action on behalf of us or impose any obligations on us without our prior written consent.

7.4 Disclaimer; Limitation of Liability

(a) Disclaimer. We and our affiliates and agents make no representations or warranties regarding the integrity, accuracy, completeness, success, profitability, reliability, availability or expected opportunities associated with our Service, data made available from the Service, or Marketplace. Application Programming Interfaces (APIs) may not be available at all times. We provide Services "as is" and "as available," without warranty of any kind, and disclaim all express or implied warranties, including without limitation warranties of merchantability, fitness for a particular purpose, performance, accuracy, reliability and non-infringement. This disclaimer of warranty constitutes an essential part of this Agreement.

(b) No indirect damages. The parties agree that the allocations of risk made in this Agreement are reasonable. To the extent permitted by law, in no event shall either party be liable for any indirect, incidental, special or consequential damages, business information, good will, loss of profits or revenue, or other pecuniary loss, arising under or in connection with this Agreement; provided, however, this limitation shall not apply to you if you only use the Free Services.

(c) Limitation of liability. In no event shall our aggregate liability under this Agreement exceed the lesser of: five thousand US dollars (USD $5,000) or the total amount paid by you for the six months subscription period immediately preceding the event that gave rise to the liability. The foregoing limitation will apply regardless of whether such liability is based on breach of contract or tort (including without limitation negligence), strict liability, breach of a fundamental term or otherwise, but will not limit your liability or obligations under the payment of fees, indemnification or for violation of our intellectual property rights. If you are using Free Services, this limitation shall not apply to you, and if we are determined to have any liability to you or any third party arising from your use of the Free Services, then our aggregate liability will be limited to one hundred US dollars (USD $100).

(d) Third-party products. We disclaim all liability with respect to third-party products that you use.

7.5 No-Exclusivity and Independent Contractor

Partner and its Customers will not have an exclusive right to market, sell or implement Solutions, and no franchise is granted to Partner. Vendasta expressly reserves the right to market and sell the Solutions itself, including to any Customer, and to contract with others to market and sell Solutions including to any Customer. Each Party to this Agreement is an independent contractor. This Agreement does not create any agency, partnership, joint venture, employment or franchisor or franchisee relationship. Furthermore, no labor relationship between Vendasta and Partner employees is created hereby. Neither Party has the right or authority to, and will not, assume or create any obligation of any nature whatsoever on behalf of the other Party or bind the other Party in any respect whatsoever. Notwithstanding the use of the term “partner” in this Agreement, the Parties do not intend to create any legal relationship of partnership between them, and neither will assert to any third party or otherwise claim that such a legal relationship exists between them. For greater certainty, Partner hereby acknowledges and agrees that Vendasta shall not exercise any control over, or help in, Partner’s method of operation, including locations, business organization, marketing techniques or training.

7.6 Non-Solicitation

During the term of this Agreement and for two (2) years following the termination of this Agreement, you will not solicit, hire, contract with or retain any of our directors, officers, employees, assignees, other partners, third party providers or customers without our prior written consent; provided, however, that this limitation shall in no way apply to the hiring or solicitation of any of the above persons that respond to public postings.

8. Miscellaneous

8.1 Amendment; Entire Agreement; Precedence

This Agreement, including all appendices and Order Form(s), along with our Privacy Policy and Terms of Use, is the final, complete, and exclusive agreement between us and you with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and understandings. To the extent of any conflict or inconsistency in the documents constituting the Agreement, this Terms of Service shall control. We may update and change this Agreement at any time; the most current version will be maintained and posted on our Trust Center at trust.vendasta.com. For any material change to this Agreement, we will send prior notice via email or in-app notification. We encourage you to check our Agreement on a regular basis. Please notify us in writing if you do not agree with any changes within thirty (30) days. No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.

8.2 No Waiver

Delay in exercising any right or remedy will not be construed as a waiver of such right or remedy. No course of dealings between you and us shall be construed as a waiver of any subsequent breach or modification hereof.

8.3 Currency

Unless expressed in the applicable Order Form, all references to money amounts are to the lawful currency of the United States Dollars (“USD”).

8.4 Severability

If, in any jurisdiction, any part of this Agreement is unenforceable, such provision is ineffective without invalidating the remaining provisions of this Agreement, and such unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision.

8.5 Interpretation

Where the word “including” or “includes” is used in this Agreement, it means “including (or includes) without limitation.”

8.6 Assignment

You will not assign or transfer this Agreement without our prior written consent. We may assign this Agreement to any successor by way of any merger, consolidation or reorganization, sale of all or substantially all of our assets, change of control or by operation of law.

8.7 Third Party Beneficiaries

Nothing in this Agreement, express or implied, is intended to or shall confer upon any third-party person or entity any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

8.8 Governing Law; Venue

This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and all applicable federal laws of Canada, without regards to its conflict of law principles. The Parties do hereby irrevocably consent to the jurisdiction of the appropriate courts located in Saskatoon, Saskatchewan for the resolution of any disputes arising out of this Agreement. The parties also agree that they will first attempt to resolve any disputes arising under this Agreement through good faith negotiations.