

Terms of Use

Effective Date: April 21, 2021

These terms of use (“**Terms of Use**”) constitute a legal agreement between you and Validere Technologies, Inc. (“**we**”, “**us**”, “**our**” or “**Validere**”) and govern your access to, and use of, Validere’s proprietary software-as-a-service platform (the “**Platform**”). By accessing and utilizing the Platform, you hereby agree that you: (i) have read and understand these Terms of Use; and (ii) are bound by and shall comply with these Terms of Use. If you do not agree to these Terms of Use, you may not access or use the Platform.

Section 1 Access.

You may only access the Platform on behalf of the organization that employs you or on whose behalf you are performing services (your “**Organization**”). You are responsible for maintaining the confidentiality of your account login credentials and for all access to and use of the Platform through such login credentials (whether or not authorized by you).

Section 2 Usage Data.

You acknowledge and agree that Validere may collect non-personal usage data when you access and use the Platform, such as your browser or device type and information about how you navigate and interact with the Platform. Our service provider, [Heap.io](#), uses this information to generate usage reports and analytics that help us manage, evaluate, analyze, troubleshoot, and improve the Platform. You acknowledge and agree that we may associate such non-personal usage data with your Validere account and/or your Organization to help better understand usage patterns and improve the Platform and services we provide to our customers generally.

We may also use [Google Analytics](#) to obtain aggregated statistical information about the usage of the Platform to help us improve our services, performance, and user experiences. To opt out of Google Analytics in your web browser, please click [here](#).

Section 3 Ownership

You acknowledge and agree that all content and materials made available through or in connection with the Platform are protected by either our rights, or the rights of our licensors or other third parties, of copyright, trademarks, service marks, patents, or other proprietary rights and laws. You may not use any of the marks, logos, domains and/or trademarks that you may find on or in connection with the Platform unless you have our written permission. All rights not expressly granted herein are reserved.

Section 4 Use of the Platform.

Except as expressly provided in these Terms of Use, any reproduction, retransmission, distribution, sales, republication, modification, translation of or creation of derivative works based on the Platform, in whole or in part, and/or any decompilation, disassembly, reverse engineering, hacking or other exploitation of the Platform is strictly prohibited. You acquire no rights or licenses to the Platform other than the limited right to use the Platform in accordance with these Terms of Use.

Section 5 Feedback

If you choose to provide suggestions, comments or other feedback to Validere with respect to the Platform (collectively, “**Feedback**”), you hereby grant to Validere a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and exploit the Feedback for any purpose.

Section 6 Disclaimers.

THE PLATFORM IS PROVIDED ON AN “**AS IS**” AND “**AS AVAILABLE**” BASIS. VALIDERE, ITS AFFILIATES AND LICENSORS GIVE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE USE OF THE PLATFORM (INCLUDING WITHOUT LIMITATION THE FUNCTIONALITY THEREON) INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS AS TO UNINTERRUPTED OR ERROR FREE OPERATION, QUALITY, ACCURACY, RELIABILITY, COMPLETENESS, SUITABILITY, NON-INFRINGEMENT, TITLE, MERCHANTABILITY, MERCHANTABLE QUALITY, OR FITNESS FOR PURPOSE. TO THE GREATEST EXTENT PERMITTED UNDER APPLICABLE LAW, ALL SUCH REPRESENTATIONS, WARRANTIES AND CONDITIONS ARE HEREBY DISCLAIMED.

Section 7 Terminating Access to the Platform.

You acknowledge and agree that we may terminate your access to, and use of, the Platform (a) if you breach (or we reasonably believe you have breached) these Terms of Use; (b) if required by applicable law; or (c) if we discontinue the provision of the Platform to our customers generally. You acknowledge and agree that we will not be liable to you or any third party for any costs or damages of any kind for, or resulting from, any termination of your access to the Platform.

Section 8 Miscellaneous

- (a) **Entire Agreement.** These Terms of Use constitute the entire agreement between you and Validere with respect to the subject matter hereof.
- (b) **Governing Law.** These Terms of Use shall be governed by, construed and interpreted in accordance with the laws of the Province of Ontario, and the federal laws of Canada applicable therein, excluding their rules governing conflicts of laws. Both parties hereby expressly and irrevocably attorn to the exclusive jurisdiction of the courts of competent jurisdiction sitting in Toronto, Ontario, or in such other jurisdiction as Validere may enforce its rights.
- (c) **Severability.** To the extent any provision of these Terms of Use, including without limitation any disclaimers set forth herein, are deemed to be unenforceable as a matter of law, all remaining provisions of these Terms of Use shall remain in effect as written.
- (d) **No Waiver.** Validere shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by an authorized representative of Validere. No delay or omission on the part of Validere in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies.

- (e) **Modifications.** Validere reserves the right to make any changes to the Platform, its content and/or services offered through the Platform at any time and without notice. Validere may modify these Terms of Use (in whole or in part) at any time in accordance with applicable law.