

Junip Terms of Service for Clients

Last Updated: April 3, 2023

These terms of service and all materials and links referred to herein (this "**Agreement**") are a binding contract between you as a seller, retailer, marketplace, visitor, or user of the Junip platform ("**Client**", "**you**", or "**your**") and Junip Inc. ("**Junip**", "**we**", "**us**", "**our**"). This Agreement governs your access to, and use of, the unique proprietary products, services, functionality, Junip-branded websites ("**Website**"), mobile applications, and related services and offerings further identified in an applicable Order, and technology provided by Junip that are detailed on Junip's website available at <https://junip.co> (collectively, the "**Services**")

Your access and use of the Services is conditioned upon your acceptance of and compliance with the terms of this Agreement. These terms apply to all Clients, sellers, retailers, marketplaces, visitors, users, and others who wish to access or use the Services. By using and subscribing to the Services through online subscription process ("**Order**"), you agree that the terms of this Agreement and Order governs your access and use of the Services. If you do not have the authority to bind the entity on whose behalf you are accepting the terms of this Agreement, or if you do not agree with the terms of this Agreement, you must not accept this Agreement and shall not be permitted to use the Services.

1. Services and Definitions

For purposes of this Agreement, the below shall have the following meanings:

Junip offers solutions for customer reviews, display and management thereof, and visual marketing. Certain parts of the Services invite customers, end-users or parties with whom Client or Junip interact (each a "**Customer**" and, collectively, "**Customers**") to write reviews. "**Reviews**" are opinions, product or service ratings or reviews, questions and answers, articles, written expressions, in any form or media, or any works of authorship created by a Customer or any other third party and may also include any content that is imported through the Services from third-party sites.

Certain parts of the Services are meant to collect, organize, transfer, share, and use content that may include, without limitation, Reviews, text, videos, photographs, and other content created or otherwise supplied with the intent of being publicly displayed (“**User Generated Content**” or “**UGC**”). An example of such functionality would be a Client’s use of the Services to invite a Customer to provide a Review and then display a Customer’s photo of a product sold on the Client’s website.

“**Junip Data**” is any data, Review, UGC, other information or content originally collected via Junip Services or Junip-owned sites as well as data, information, know-how, and documents provided by Junip for the purpose of facilitating the Services.

“**Client Data**” is all content, Reviews, UGC, data and other information that Client originally collects through its website directly. Client Data does not include Junip Data, Syndicated Content, or other data first collected by Junip Services on social media or third-party websites.

“**Junip Network**” means Junip’s entire client and customer base that has subscribed to Junip offerings or any user of the Junip platform.

“**Syndicated Content**” means any content, comment, product review, or rating that is licensed, shared, or published on multiple websites, platforms, or applications, either through manual or automated means, with the intention of increasing visibility and exposure of the content, comment, product review or rating. An example of Syndicated Content is a product review submitted on a site that may be redisplayed across brand or retail sites that sell the same product..

“**Affiliate(s)**” for the purposes of this Agreement means any company, corporation, partnership or other entity, directly or indirectly, controlling, controlled by, or under common control with, Junip or Client where “control” is defined as having rights to more than 50% of the equity, ownership or voting rights for such entity.

2. Use of Services

a. License to the Services. Subject to the terms and conditions set forth herein, and during the term of this Agreement only, Client may access and use the Services only for its internal business purposes in accordance with the terms of this Agreement, including any usage limits on an applicable Order. Access to the Services is limited to Client's employees and contractors acting for the sole benefit of Client ("**Permitted Users**"). Client and its Permitted Users may need to register for a Junip account in order to access or use the Services. Client is responsible for ensuring that account registration information is accurate, current and complete.

b. Use Restrictions. Client's use of the Services shall be limited to its own internal business use. Except as specifically permitted herein, Client shall not (i) sell, license (or sub-license), lease, assign, transfer, pledge or share any of its rights under this Agreement with/to any other party, entity or person, (ii) transfer, distribute, copy all or any part of the Services, Junip Data, or Junip Materials, (iii) use, encourage, promote, facilitate or instruct others to use the Services for any illegal, harmful or offensive use, (iv) promote any content, products, services, or other information that may be illegal to sell or promote under any applicable law or may reasonably be perceived to be unlawful, inflammatory, offensive or otherwise inconsistent with the spirit of Junip's Services, brand or image, (v) transmit any viruses or other harmful, infringing, illegal, disruptive or destructive content, messages or files, (vi) visit or access the Services through unauthorized means, including, without limitation, any data mining, robots/bots, or similar data gathering and extraction tools to extract for re-utilization of any parts of the Services, (vii) distribute, publish, send, or facilitate the sending of any inappropriate, inaccurate, misleading, fraudulent or otherwise illegal content or content which infringes intellectual property rights of third parties or their right for privacy, (viii) modify, translate, reverse engineer, decompile, disassemble, make any attempt to discover the source code of the Services or any other software available therein or create derivative works thereof, or (ix) remove, change, or modify any copyright, trademark or other proprietary rights notices contained in or on the Services.

c. Prohibited Content. Client shall ensure that it does not intentionally display through the Services, or that Client Data does not include, "**Prohibited Content**", which means any data that (i) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (ii) violates the rights of others, such as data which infringes on any intellectual property rights or violates any

right of privacy or publicity; (iii) promotes illegal activity; (iv) violates any applicable law; (v) includes racial, ethnic, political or religious affiliation, trade union membership, or information about sexual life or sexual orientation or other information that constitutes “special categories of data” regulated by the European Union’s General Data Protection Regulation (2016/679) (“GDPR”); or (vi) is sensitive data including, but not limited to payment card information, protected health information, and government identification numbers, etc.

d. Enforcement. Junip shall not be liable for any Client Data notwithstanding anything in the Agreement to the contrary, and shall be entitled, in its sole discretion (but has no obligation), to edit or remove from the Services any UGC, Reviews, or Client Data which Junip reasonably believes to be inaccurate, inappropriate, or otherwise not in compliance with the Agreement or applicable law. Nothing in this Agreement obligates Junip to display any UGC, Reviews, or Client Data that Junip reasonably believes to be inaccurate, inappropriate, or otherwise not in compliance with this Agreement or applicable law or to use such UGC, Reviews, or Client Data at all or in a certain manner.

e. DMCA Notice and Takedown Procedure. Junip supports the protection of intellectual property and asks Clients to do the same. It’s our policy to respond to all notices of alleged copyright infringement. Junip shall designate a copyright agent and implement a notice and takedown mechanism in compliance with the Digital Millennium Copyright Act (the “**DMCA**”), and Client shall comply with any such takedown notice received in respect of any Client Data, in each case, to the extent required by applicable law. If someone believes that a Client is infringing their intellectual property rights, they can send a DMCA Notice to Junip’s. Learn more at: <https://junip.co/legal/dmca>.

f. Security. Client shall use its best efforts to prevent unauthorized access to or use of the Services through its or its Permitted Users accounts, promptly notify Junip of any unauthorized access or use and provide reasonable cooperation regarding information requests from law enforcement, regulators or telecommunications providers. Client is responsible for any use of the Services by its Permitted Users and their compliance with this Agreement. Client shall keep

confidential its and its Permitted Users' user IDs and passwords for the Services and shall be responsible for any actions taken through their respective accounts.

g. Open Source Software. The Services may include certain open source components owned by a third party that are subject to open source licenses ("**Open Source Software**"). Some of the Open Source Software is not subject to the terms and conditions of the terms of this Agreement. Instead, each item of such Open Source Software is licensed under the applicable license terms which accompany such Open Source Software. Nothing in this Agreement limits your rights under, nor grants you rights that supersede, the terms and conditions of any applicable license terms for the Open Source Software.

3. Proprietary Rights

a. Ownership. Neither party grants the other any rights or licenses not expressly set out in this Agreement. Except for Junip's rights under this Agreement, between the parties, Client retains all intellectual property and other rights in its intellectual property and to the Client Data provided to Junip. Except for Client's rights under this Agreement, Junip and its licensors retain all intellectual property and other rights to Junip Data and in the Services, and any Junip technology, templates, documentation, APIs, help files, tutorials, formats and dashboards, including any modifications or improvements to these items made by Junip, Performance Metrics, and the Usage Data, as defined below (the "**Junip Materials**"). If Client provides Junip with feedback or suggestions regarding the Services or other Junip offerings, Junip may use the feedback or suggestions without restriction or obligation.

b. Usage Data. Junip may collect and use quantitative, transactional and performance data on the use of the Services and may also generate technical logs, data and learnings about Client's use and any Customer's use of the Services (collectively the "**Usage Data**") and the Client Data processed by the Services, and use such information to operate, analyze, improve and support the Services and for other lawful purposes. As between you and Junip, Junip owns all rights in Usage Data.

c. Research. Client acknowledges and agrees that Junip Data, Syndicated Content, and Client Data may be used by Junip for research and academic purposes. Junip may share such data with third-party researchers or academic institutions to operate, analyze, improve, and support the Services and for research purposes, provided that such researchers or institutions enter into a written agreement with Junip that prohibits the use of the data for any commercial purposes.

4. License to Content and Syndication

a. License to the Client Data. Client grants to Junip a worldwide, non-exclusive, transferable, royalty-free license for the duration of this Agreement to, and hereby instructs Junip, to use, transfer, copy, reproduce, distribute, publicly perform, publicly display, digitally perform, modify, directly or through third parties, create derivative works of Client Data and otherwise use and commercially exploit any Client Data in any media formats (i) to the extent necessary to provide Client with access to and use of the Services in accordance with the terms of this Agreement, (ii) to improve, monitor and develop the Services, (iii) to comply with law, (iv) to detect, prevent and investigate security incidents, fraud, spam or unlawful use of the Services, (v) to address technical problems, address support requests, and attend to the proper working of the Services, and (vi) to protect the rights, property or safety of Junip, its customers, its customers' end-users, or the public. Client also grants to Junip an irrevocable license to use Client UGC for analytics purposes in perpetuity.

b. License to Client Data in Syndicated Content. If Client opts into any manner on content syndication or of sharing Syndicated Content, including any data, UGC, Reviews, or any content contained therein, with or from the Junip Network through the Services, Client hereby authorizes and instructs Junip to access and share Client Data with the Junip Network on Client's behalf solely to for the purposes of displaying such content on Clients' websites.

c. License to Junip Data. If Client receives Junip Data through the Services, Junip grants Client a limited, worldwide, non-exclusive, royalty-free right and license to use and display the Junip Data. Client is expressly prohibited from modifying any words, sentences, or editorials of such Junip Data.

d. Syndicated Content. If Client receives Syndicated Content through Junip, Client is granted a limited, non-exclusive, royalty-free, revocable, world-wide license solely to use and display Syndicated Content on Client's website for the duration of this Agreement. Client may not use Syndicated Content for any other purpose. Client is expressly prohibited from modifying any words, sentences, or editorials of such Syndicated Content. It is understood that the Junip Network is subject to variation and change. Syndicated Content is owned by the party who originally collected it and that party may revoke licenses to use or display that content at-will.

5. Representations and Warranties

a. Client Representations and Warranties. In addition to representations and warranties made elsewhere in this Agreement, Client represents and warrants to Junip that: (i) it has, and will have at all times, all right, title and interest necessary to grant to Junip any and all licenses granted by Client or its Customers or other third parties hereunder for the purposes contemplated by this Agreement, including from Client's Customers or any third-party site for the use of the Client Data, (ii) has all necessary rights, permits and licenses under all laws, rules and regulations to operate the domains listed on the Junip Order and to promote, offer for sale, and sell all products or services offered or sold in connection with such domains, and (iii) any and all Client Data complies, and will comply at all times during the term of this Agreement with all applicable laws, rules and regulations, and this Agreement and does not and will not during the term of this Agreement infringe the rights of any third party, including any intellectual property rights.

b. Obligations and Rights Regarding Client Data. Client is solely responsible for the accuracy, content and legality of the Client Data. As a result, Client acknowledges that Junip relies on Client's rights to the Client Data in order to provide the Services. Client represents and warrants to Junip that Client has given all notices and obtained all rights consents, assignments, licenses, permissions and authorizations necessary for Client to transfer to Junip and for Junip to collect, use and share the Client Data as contemplated by this Agreement without violation or infringement of (i) any laws, (ii) intellectual property, publicity, privacy or other rights, or (iii) any terms of service or other agreements governing the Client Data or Client's activities relating to its use of the Services. Client also represents that the Client Data is relevant to the Client or products being reviewed and provides value to shoppers.

c. Junip Representations and Warranties. Junip represents and warrants that: (i) it has, and will have at all times, all right, title and interest necessary to grant any and all licenses granted by Junip hereunder for the purposes contemplated by the Agreement; (ii) it has, to its knowledge, all necessary rights, permits and licenses under all laws, rules and regulations to operate the Services in the manner in which it is meant to be operated at any applicable time; and (iii) the Services (except as related to Client Data, which shall be the responsibility of Client), shall, to Junip's knowledge, not infringe on the rights, including without limitation, intellectual property rights, of any third party.

6. Confidentiality

a. During the term of this Agreement, either party (as the "**Disclosing Party**") may disclose or make available to the other party (as the "**Receiving Party**") information about its business affairs, products, services, confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media , and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information shall not include information that, at the time of disclosure: (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section 6 (Confidentiality) by the Receiving Party or any of its Representatives, (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information, (iii) was known by or in the possession of the Receiving Party or its representatives before being disclosed by or on behalf of the Disclosing Party, (iv) was or is independently developed by the Receiving Party without reference to or use, in whole or in part, of any of the Disclosing Party's Confidential Information; or (v) is required to be disclosed under applicable law, regulation, or a valid order issued by a court or governmental agency of competent jurisdiction.

b. The Receiving Party shall: (A) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially

reasonable degree of care, (B) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (C) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under the Agreement.

c. The provisions of this Section 6 (Confidentiality) shall survive the natural expiration or termination of this Agreement for any reason for a period of three (3) years.

7. Privacy and Data Protection

We will refer to 'personal data' and 'personal information' as such terms are defined under privacy laws, collectively as "**Personal Information**".

a. Client instructs Junip to use account registration information and other Personal Information of Permitted Users collected in connection with their use of the Services as described in Junip's [Privacy Policy](#), as updated from time to time.

b. Junip's [Data Processing Addendum](#), as updated from time to time, shall apply and form part of this Agreement when Client Data constitutes Personal Information subject to data protection laws.

8. Disclaimers

a. EXCEPT AS EXPRESSLY PROVIDED HEREIN: (I) THE SERVICES, INCLUDING WITHOUT LIMITATION ANY AND ALL JUNIP DATA AND JUNIP MATERIALS, THE SERVICES (INCLUDING WITHOUT LIMITATION INSTALLATION, INTEGRATION AND IMPLEMENTATION SERVICES), AND THE PRODUCTS ARE PROVIDED BY JUNIP "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESSED OR IMPLIED; (II) TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, JUNIP DISCLAIMS ALL WARRANTIES, EXPRESSED OR

IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE; (III) JUNIP DOES NOT WARRANT THAT THE JUNIP DATA AND JUNIP MATERIALS, THE SERVICES OR CONTENT AVAILABLE THROUGH THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICES OR THE SERVER(S) THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; AND (IV) JUNIP DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS THAT MERCHANT'S USE OF THE SERVICES WILL COMPLY WITH LAWS OR OTHERWISE RELATING TO THE USE OR THE RESULTS OF THE USE OF THE SERVICES, THE JUNIP DATA AND JUNIP MATERIALS OR OTHER CONTENT MADE AVAILABLE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. MERCHANT IS RESPONSIBLE FOR EVALUATING THE CAPABILITIES AND FEATURES OF THE SERVICES AND MAKING ITS OWN DETERMINATION ABOUT WHETHER MERCHANT IS ABLE TO USE THE SERVICES IN COMPLIANCE WITH LAWS. MERCHANT IS RESPONSIBLE FOR TAKING ALL PRECAUTIONS IT BELIEVES NECESSARY OR ADVISABLE TO PROTECT IT AGAINST ANY CLAIM, DAMAGE, LOSS OR HAZARD THAT MAY ARISE BY VIRTUE OF ITS USE OF OR RELIANCE UPON THE SERVICES, JUNIP'S WEBSITE, OR THE SERVICES. JUNIP ADDITIONALLY DISCLAIMS ALL WARRANTIES RELATED TO THIRD-PARTY TELECOMMUNICATIONS PROVIDERS.

b. Free Trial Services. We will make Services to which you have subscribed on a free trial basis (a "**Trial**") available to you until the earlier of: (a) the end of the then-current Trial period offered by us, (b) the start date of any paid Services you order, or (c) the date on which we elect in our sole discretion to terminate your access to the Trial (the "**Trial Term**"). Your use of the Services during any Trial Term will be subject to the applicable terms of this Agreement and this Section. You acknowledge and agree that the features and functionality of the Services may be limited during the Trial Term and are provided by Junip on an as-is and as-available basis. We reserve the right to delete Client Data following the Trial Term to the extent you do not purchase a paid subscription within seven (7) days following the end of the Trial Term. NOTWITHSTANDING ANYTHING TO THE CONTRARY THIS AGREEMENT. WE DO NOT PROVIDE ANY WARRANTY, SUPPORT OR INDEMNIFICATION OF ANY KIND WITH RESPECT TO THE SERVICES DURING

THE TRIAL TERM, AND WE DISCLAIM ALL OBLIGATION OR LIABILITIES RELATED TO TRIAL SERVICES.

9. Limitation of Liability

JUNIP'S (INCLUDING ITS AFFILIATES, OFFICERS, DIRECTORS AND EMPLOYEES) MAXIMUM AGGREGATE LIABILITY TO YOU FOR LOSSES OR DAMAGES THAT YOU SUFFER IN CONNECTION WITH THE SERVICES OR THIS AGREEMENT IS LIMITED TO THE GREATER OF (A) THE AMOUNT PAID, IF ANY, BY YOU TO JUNIP IN CONNECTION WITH THE THEN-CURRENT TERM OF YOUR SUBSCRIPTION IN WHICH THE ACTION GIVING RISE TO LIABILITY OCCURRED, OR (B) \$100. TO THE EXTENT PERMITTED UNDER LAW, JUNIP SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF DATA, OPPORTUNITIES, REPUTATION, PROFITS OR REVENUES, RELATED TO THE SERVICES. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN JUNIP AND YOU, AND THEY WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

10. Indemnification

a. Indemnification by Junip. Junip will defend Client, its officers, directors, employees and Affiliates ("Client Indemnified Parties") from and against any third-party claim made against a Client Indemnified Party to the extent alleging that the Services, when used by Client as authorized in this Agreement, infringes such third-party's U.S. patent, copyright, trademark or trade secret, and will indemnify and hold harmless Client Indemnified Parties against any damages or costs awarded against Client (including reasonable attorneys' fees) or agreed in settlement by Junip resulting from the claim.

b. Indemnification by Client. Client will defend Junip, its officers, directors, employees, and Affiliates ("Junip Indemnified Parties") from and against any third-party claim, demand, suit, or proceeding made or brought against a Junip Indemnified Party to the extent resulting from

Client Data, or Client's breach or alleged breach of Section 5 (Client's Obligations), Client's use of the Services or any activities other than in accordance with the terms of this Agreement; and will indemnify and hold harmless Junip Indemnified Parties against any damages or costs awarded against Junip Indemnified Parties (including reasonable attorneys' fees) or agreed in settlement by Client resulting from the claim.

c. Procedures. The indemnifying party's obligations in this Section 10 (Indemnification) are subject to receiving (i) prompt written notice of the claim, (ii) the exclusive right to control and direct the investigation, defense and settlement of the claim and (iii) all reasonably necessary cooperation of the indemnified party, at the indemnifying party's expense for reasonable out-of-pocket costs. The indemnifying party may not settle any claim without the indemnified party's prior written consent if settlement would require the indemnified party to admit fault or take or refrain from taking any action (other than relating to use of the Service, when Junip is the indemnifying party). The indemnified party may participate in a claim with its own counsel at its own expense.

d. Mitigation and Exceptions. In response to an actual or potential infringement claim, if required by settlement or injunction or as Junip determines necessary to avoid material liability, Junip may at its option: (i) procure rights for Client's continued use of the Services, (ii) replace or modify the allegedly infringing portion of the Services to avoid infringement without reducing the Services' overall functionality or (iii) terminate the affected Order and refund to Client any pre-paid, unused fees for the terminated portion of the subscription. Junip's obligations in this Section 10 (Indemnification) do not apply (1) to infringement resulting from Client's modification of the Services or use of the Services in combination with items not provided by Junip (including third-party platforms), (2) to infringement resulting from Services other than the most recent release, (3) to unauthorized use of the Services, or (4) if Client settles or makes any admissions about a claim without Junip's prior written consent. This Section 10 (Indemnification) sets out Client's exclusive remedy and Junip's entire liability regarding infringement of third-party intellectual property rights.

11. Term, Termination, and Payment of Fees

By using and subscribing to the Services through online subscription process ("Order"),

a. Subscription Term. This Agreement is effective between Client and Junip as of the date of Client's completed registration for use of a Service and will continue until terminated by us or by you, as provided below ("Subscription Term").

b. Cancellation by You. Unless otherwise specified in your applicable Order, you may cancel your account and terminate the Agreement at any time by contacting us at support@juniphq.com and then following the specific instructions indicated to you in our response.

c. Suspension and Termination by Junip. Without limiting any other remedies, we may suspend or terminate your account or the Terms of Service for any reason, without notice and at any time (unless otherwise required by law), including if we suspect that you (by conviction, settlement, insurance or escrow investigation, or otherwise) have engaged in fraudulent activity in connection with the use of the Services. Termination of the Terms of Service will be without prejudice to any rights or obligations which arose prior to the date of termination. In the event that we permanently suspend your account, during a Subscription Term, you are not entitled to a restoration of your account or any of your Client Data.

d. Effects of Termination. In any event of termination of this Agreement by either Party, all rights granted hereunder shall immediately expire and any and all use and exploitation by Client and on its behalf of the Services, and any part thereof, shall immediately cease and expire.

e. Survival. All sections of this Agreement which by their nature should survive termination will survive termination, including accrued rights to payment, confidentiality obligations, proprietary rights, indemnification, warranty disclaimers, content licenses, and limitations of liability.

f. Payments. By using the Services, you are agreeing to pay applicable Fees for the entire Subscription Term. Fees are as described in each Order. All fees and expenses are non-refundable. Bonus, or additional, credits provided by Junip to Client for any reason are not refundable or redeemable for cash at any time.

g. Taxes. Junip's fees are exclusive of any taxes, levies, duties or similar governmental assessments of any nature, other charges, domestic or foreign imposed by any federal, state, or local tax authority with respect thereto including, for example, GST, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Client is responsible for paying all Taxes associated with Client's orders. If Junip has the legal obligation to pay or collect Taxes for which Client is responsible under this Section 11 (Termination), Junip will invoice Client and Client will pay that amount unless Client provides Junip with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Junip is solely responsible for Taxes assessable against it based on its income, property and employees.

12. Suspension of Service

Junip may suspend Client's access to the Services if Client breaches this Agreement, if Client fails to make timely payments, or if Client's actions risk harm to other Clients or the security, availability or integrity of the Services. Where practicable, Junip will use reasonable efforts to provide Client with prior notice of the suspension. Junip reserves the right, but is not obligated, to monitor and audit Client's use of the Services for any reason or no reason, without notice, to ensure Client's compliance with this Agreement.

13. Third-Party Platforms

a. Third-Party Platforms. Client may choose to use the Services with certain platform(s), publisher(s), add-on, website(s), service or product or any other website that solicits content from third parties and makes such content available for re-syndication and/or publication through the Junip platform ("**Third-Party Platforms**"). Use of Third-Party Platforms is subject to Client's agreement with the relevant provider and not this Agreement. Junip does not control and has no liability for Third-Party Platforms, including their security, functionality, operation, availability, or interoperability or how the Third-Party Platforms or their providers use any and all data including (without limitation) Client Data.

b. Third-Party Terms. If Client is redirected to linked sites and content in connection with Client's use of any Third-Party Platform, Junip recommends Client carefully read and abide by the terms of use and privacy policies of such sites and content. Any opinions, advice, statements, content, services, offers or other information expressed or made available by any Third-Party Platform, are those of the respective third-party author(s) or distributor(s) and do not necessarily state or reflect those of Junip. "**Third Party Content**" means content submitted by third parties to a Third-Party Platform that is accessible by Client through the Junip platform. Client represents and warrants that it shall use Third Party Content accessed by Client through the Junip platform only as permitted by such third party. Except for Client's responsibility to use Third Party Content only as permitted by such third party, neither party has any responsibility, liability or indemnification obligations to the other for any Third Party Content.

c. Sharing Performance Metrics. As part of providing the Services, syndication partners and Third-Party Platforms may require that Junip provide reports on the performance of the Client Data and reviews syndicated to their platform, including metrics such as the number of reviews, the average rating, and the response rate ("**Performance Metrics**"). Client hereby acknowledges and consents to Junip providing Performance Metrics to syndication partners and Third-Party Platforms to improve their services and for other business purposes. Client further acknowledges that Junip is not responsible for any actions taken by the syndication partners or Third-Party Platforms based on the Performance Metrics provided.

14. Choice of Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of Canada and the Province of Ontario, without regard to conflicts of law principles. Each party hereby irrevocably consents to the subject to the exclusive jurisdiction and venue of the courts located in the Province of Ontario, Canada and each party hereby irrevocably submits to the personal jurisdiction of such courts and waives any jurisdictional, venue, or inconvenient forum objections to such venue and courts.

All notices are to be sent in writing by email to Junip at legal_notices@juniphq.com and to Client at the address provided on the Order. Any such notices shall be deemed to have been given upon delivery.

15. Publicity

Client Name/Logo. Junip may use Client's name and/logo to identify Client as a Junip customer of the Services, including without limitation, on Junip's public website and marketing materials. Any such use shall be subject to Junip's compliance with any written guidelines that Client may deliver to Junip regarding the use thereof. Client hereby grants Junip a non-exclusive, worldwide, royalty free and fully paid up right and license to utilize its name, logo, trade-marks and trade names for the purposes set forth above.

16. Translations and Updates to the Agreement

a. Translations. We may translate this Agreement into other languages for your convenience. Nevertheless, the English version governs your relationship with us, and any inconsistencies among the different versions will be resolved in favor of the English version available at: <https://junip.co/legal/terms-of-service>.

b. Changes to the Agreement. We may also update the Agreement from time to time. If we materially update any portion of the Agreement, we will notify you, at the email address provided in your account profile, or other reasonable means (for example, by posting a notice on our website) before the date the update becomes effective. We will also post the updated Agreement in its original location marked with the new date. Changes will not be retroactive nor affect your current Subscription Term. Your renewal of your Subscription Term after we publish or send a notice about our changes to the terms of this Agreement means that you are consenting to the updated terms.

c. Pricing Changes. Junip may change the Fees for the Services from time-to-time. We will provide you with 30 days advance notice prior to any changes in Fees by sending an email to the primary email listed on your account, providing notice through the Junip administrative console, or by similar means. Junip will not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Services (or any part thereof).

17. General

a. Invalidity. In the event any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, such determination shall in no way affect the validity or enforceability of any other provision herein.

b. Changes to the Services. Client acknowledges and agrees that Junip has the right, at any time and for any reason, to redesign or modify the Junip Materials and other elements of the Services or any part thereof.

c. Entire Agreement and Precedence. This Agreement (including each Order) contains the entire understanding between Junip and you relating to the subject matter herein and supersedes all prior oral or written agreements between us. We reject any additional or different terms proposed by you, those contained in your purchase order, acceptance or website. No waiver, amendment, modification or addition to this Agreement shall be valid unless in writing and signed by both you and us. In any event of a conflict or inconsistency between the terms herein and the terms of the Order, the terms of the Order shall prevail.

d. Assignment. You may not assign or transfer your rights and benefits under this Agreement without our prior written consent, but we may assign or transfer this Agreement without restriction.

e. Third Party Rights and Benefits. Except as set forth in this Agreement, nothing in this Agreement shall be deemed to confer any rights or benefits on any third party.

f. Waivers. All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

h. Subcontractors. Junip may use subcontractors and permit them to exercise Junip's rights (including without limitation the provision of customer support), but Junip remains responsible for their compliance with this Agreement and for its overall performance under this Agreement.