

# Terms of Use - Lokality LLC

This SAAS Platform is owned and operated by Lokality LLC. By using this website and Lokality Marketing services, you are entering into this Agreement and indicating that you agree to these terms of service. If you do not agree with these terms and conditions, please do not use this platform. You can contact us if you have any questions.

1. **30-Day Commitment:** By accessing and using our software ("Software"), you agree to commit to a minimum usage period of 30 days from the date of your subscription activation ("Commitment Period"). During this Commitment Period, you will have access to all features and functionalities offered by the Software.
2. **Ongoing Use After 30 Days:** Upon the completion of the 30-Day Commitment Period, your subscription will automatically transition to a recurring monthly or annual plan, based on the billing cycle you initially selected. You will continue to have access to the Software and its associated services, subject to the payment of the applicable subscription fees.
3. **Cancellation Requests and Processing Time:** 3.1 Cancellation Request Submission: If you wish to cancel your subscription, you must submit a cancellation request ("Cancellation Request") by sending a request to [info@lokality.io](mailto:info@lokality.io). The Cancellation Request will be processed within 5 business days of receipt.

3.2 Processing Time: All agreements may be terminated with or without cause by either party upon fourteen (14) days written notice prior to their next contract cycle. All Plans renew automatically if a notice is not given. If the proper cancellation notice is not submitted, the client will be charged automatically and the services will continue.

4. **Charges During Cancellation Processing:** 4.1 Non-Guaranteed Refunds: Any charges incurred for the use of the Software during the 5-business-day processing period after submitting the Cancellation Request are not guaranteed to be eligible for refunds. Refunds for such charges will be solely at the company's ("Lokality") discretion and may be subject to additional terms and conditions.

4.2 No Liability: The company shall not be liable for any charges incurred during the processing period if you continue to use the Software after submitting the Cancellation Request.

5. **Modifications to the Ongoing Use and Cancellation Policy:** The company reserves the right to modify the terms of ongoing use, the cancellation process, and charges during the processing period. Any changes to these terms will be communicated to you through the Software's user interface or other appropriate means. You will be required to provide new consent for any material changes to these terms. Continued use of the Software after such modifications and providing consent shall constitute your acceptance of the revised terms.

6. Refund Policy All sales are final. Once a payment for a direct mail campaign is completed or a subscription payment is made, it is non-refundable.

All marketing services including Direct Mail and Design/Print Services are not refundable, but the client may cancel with a notice written 14 days in advance prior to the renewal cycle. Read Cancellation Policy above.

Product Development, Design, Account Management and Onboarding demand extensive resources and incur internal expenses. We do not offer any refund for services already delivered, started, or any other miscellaneous charges which are non-recoverable for Lokality Marketing.

We do not offer refunds on payments for projects that are abandoned or lay dormant for more than 30 days. If you signed up for our services but did not make use of them, then you are still entitled to pay us.

There are no refunds or credits of any kind for Direct Mail once it has been confirmed and sent on your behalf. After a payment is made, there are no exceptions to our refund policy.

All billing cycles for agreed services will continue until Client sends a cancellation notice in writing. Read Cancellation Policy above.

7. No Guarantee of a Specific Result. Regardless of any perceived representation to the contrary, Lokality LLC in no way guarantees a specific result for Client. Client understands and agrees that they are paying Lokality LLC as a service to generate results, but that results are never guaranteed. It is also understood and agreed to that Lokality LLC has no control over USPS delivery of mail.
8. Limitation of Liability. Lokality LLC warrants that the marketing services as outlined in the formal subscription terms contract will be provided in conformance with the terms of this Agreement, however, Lokality LLC does not make any other warranties, whether expressed or implied, regarding the performance of the services it provides. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH: (a) LOKALITY LLC SHALL HAVE NO LIABILITY FOR ANY SERVICES PROVIDED, INCLUDING ANY LIABILITY FOR NEGLIGENCE; (b) LOKALITY LLC MAKES AND CLIENT RECEIVES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR ANY OTHER COMMUNICATION; AND (c) AGENCY SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Subject to the foregoing and notwithstanding anything to the contrary elsewhere contained, in no event shall the maximum aggregate liability of the Agency in connection with this Agreement exceed the monthly fee paid by the Client in the three (3) months preceding the claim. IN NO EVENT SHALL LOKALITY LLC BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES OF ANY NATURE IN CONNECTION WITH THIS AGREEMENT AND THE SERVICES PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS

INTERRUPTION, BUSINESS INFORMATION OR DATA STORAGE, GOODWILL, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF AGENCY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Force Majeure. Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reasons beyond its reasonable control, including any act of God, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delay in transportation or communications or utilities, or any act or failure to act by the other party or such other party's officers, employees, agents or contractors; provided, however, that lack of funds shall not be deemed to be a reason beyond a party's reasonable control.
10. Default. In the event that Client fails to pay any fees or charges under this Agreement, Lokality LLC may immediately pause or continue this Agreement, among other available remedies, until the Client cures its default.
11. Governing Law. This Agreement shall be governed by the laws of the State of Utah without regard to any choice-of-law provisions.
12. Attorney's Fees. In any litigation, arbitration or dispute arising under or relating to this Agreement, each Party shall be entitled to recover reasonable attorney's fees and litigation costs.
13. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter addressed herein and supersedes all prior communications, agreements or understandings, written or oral, between the Parties. Any amendment to this Agreement must be in writing and signed by both Parties.
14. Severability. The provisions of this Agreement are severable, and if any provision of this Agreement is determined to be invalid or unenforceable under any controlling law, such invalidity or non-enforceability shall not in any way affect the validity or enforceability of the remaining provisions of this Agreement.
15. Assignment and Successors; Binding Effect. The rights and obligations of the Parties under this Agreement may not be assigned, transferred, pledged or otherwise encumbered without the prior written consent from the other Party in its sole discretion. Subject to the foregoing, this Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, legal and personal representatives, successors and permitted assigns.

The Client agrees to be bound by the terms of this Agreement as set forth above and as of the Effective Date of when the kick off meeting between Client and Lokality LLC happens or by logging into the Lokality platform and using the services on your own.

Contact Us Should you have any questions, then please contact us at [info@lokality.io](mailto:info@lokality.io)