



21800 Oxnard St. #750
Woodland Hills, CA 91367
(800) 929-0211 (818) 746-3523
www.laravo.com

Version 1.0 Last Modified On: 2/21/2023

THIS AGREEMENT IS A BINDING CONTRACT AND GOVERNS THE USE OF AND ACCESS TO THE SERVICES BY YOU, AGENTS AND END-USERS WHETHER IN CONNECTION WITH A PAID SUBSCRIPTION OR FREE TRIAL FOR THE SERVICES.

By accepting this Agreement, either by accessing or using a Service, or authorizing or permitting any Agent or End-User to access or use a Service, You agree to be bound by this Agreement as of the date of such access or use of the Service (the “Effective Date”). If You are entering into this Agreement on behalf of a company, organization or another legal entity (an “Entity”), You are agreeing to this Agreement for that Entity and representing to Laravo that You have the authority to bind such Entity and its Affiliates to this Agreement, in which case the terms “Subscriber,” “You,” or “Your” herein refers to such Entity and its Affiliates. If You do not have such authority, or if You do not agree with this Agreement, You must not use or authorize any use of the Services. Subscriber and Laravo shall each be referred to as a “Party” and collectively referred to as the “Parties” for purposes of this Agreement.

The purpose of this Agreement is to establish the terms and conditions under which Subscriber obtains Laravo’s Services and Professional Services as described in a Service Order, Statement of Work or other document signed or agreed to by You.

In the event of any inconsistency or conflict between the terms of the Master Subscription Agreement and the terms of any Service Order or Statement of Work, the terms of the Service Order or Statement of Work shall control.



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General Terms and Conditions

SECTION 1. ACCESS TO THE SERVICES

1.1 Service. We will make the Services and Your Service Data available to You pursuant to this Agreement and the applicable Service Order(s) and Documentation in accordance with Your Service Plan. We will use commercially reasonable efforts to make the Services available twenty-four (24) hours a day, seven (7) days a week, except during (a) Planned Downtime (of which We will give advance notice via Our Site or to the Account owner); and (b) Force Majeure Events.

1.2 Support. We will, at no additional charge, provide You standard customer support for the Services as detailed on the applicable Site and Documentation. We will provide You upgraded support if purchased.

1.3 Professional Services. Upon Your request, We may provide Professional Services subject to the terms and conditions of Professional Service Agreement.

1.4 Modifications. You acknowledge that Laravo may modify the features and functionality of the Services during the Subscription Term. Laravo shall provide You with thirty (30) days' advance notice of any deprecation of any material feature or functionality. Laravo will not materially decrease the overall functionality of the Services purchased by You during the Subscription Term.

1.5 Additional Features. We will notify You of applicable Supplemental Terms or alternate terms and conditions prior to Your activation of any Additional Features. The



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activation of any Additional Features by You in Your Account will be considered acceptance of the applicable Supplemental Terms or alternate terms and conditions where applicable.

1.6 Extension of Rights to Affiliates. You may extend Your rights, benefits and protections provided herein to Your Affiliates and to contractors or service providers acting on Your or Your Affiliates' behalf, provided that You remain responsible for Your and their compliance hereunder.

SECTION 2. USE OF THE SERVICES

2.1 Compliance. As between You and Laravo, You are responsible for compliance with the provisions of this Agreement by Agents and End-Users and for any and all activities that occur under Your Account, which Laravo may verify from time to time. Without limiting the foregoing, You will ensure that Your use of the Services is compliant with all applicable laws and regulations as well as any and all privacy notices, agreements or other obligations You may maintain or enter into with Agents or End-Users.

2.2 Content and Conduct. You agree to comply with the Laravo User Content and Conduct Policy (as defined below) which is hereby incorporated into this Agreement. Further, in Your use of the Services You agree not to (a) modify, adapt, or hack the Services or otherwise attempt to gain unauthorized access to the Services or related systems or networks; (b) attempt to bypass or break any security or rate limiting mechanism on any of the Services or use the Services in any manner that interferes with or disrupts the integrity, security or performance of the Services and its components; (c) attempt to decipher, decompile, reverse engineer or otherwise discover the source code of any Software making up the Services.



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2.3 System Requirements. A high-speed Internet connection is required for proper transmission of the Services. You are responsible for procuring and maintaining the network connections that connect Your network to the Services including, but not limited to, browser software that supports protocols used by Laravo, including the Transport Layer Security (TLS) protocol or other protocols accepted by Laravo, and to follow procedures for accessing services that support such protocols. We are not responsible for notifying You, Agents or End-Users of any upgrades, fixes or enhancements to any such software or for any compromise of data, including Service Data, transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned, operated or controlled by Laravo. We assume no responsibility for the reliability or performance of any connections as described in this Section.

2.4 Internal Business Purposes Only. Unless otherwise authorized by Laravo in this Agreement or expressly agreed to otherwise in writing by Laravo, You may not use the Services in any manner where You act as a service bureau or to provide any outsourced business process services on behalf of more than one (1) third party (other than Affiliates) through a single Account. This provision is not intended to prevent or inhibit the use of the Services to provide business support to multiple End-Users; however, You agree not to license, sublicense, sell, outsource, rent, lease, transfer, assign, distribute, time-share or otherwise commercially exploit or resell the Services to any third party, other than authorized Agents and End-Users in furtherance of Your internal business purposes as expressly permitted by this Agreement, unless expressly agreed to otherwise in writing by Laravo. Without limiting the foregoing, Your right to access and use the API is also subject to the restrictions and policies implemented by Laravo from



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time to time with respect to the API as set forth in the Documentation or otherwise communicated to You in accordance with this Agreement.

2.5 No Competitive Access. You may not access the Services for competitive purposes or if You are a competitor of the Laravo Group.

2.6 In-Product Cookies. Whenever You, Your Agents or End-Users interact with Our Services, Laravo's In-Product Cookie Policy applies.

SECTION 3. TERM, CANCELLATION AND TERMINATION

3.1 Term. Unless Your Account and subscription to a Service are terminated in accordance with this Agreement or the applicable Service Order (a) Your subscription to a Service (including any and all Deployed Associated Services) will renew for a Subscription Term equivalent in length to the then-expiring Subscription Term; and (b) the Subscription Charges applicable to any subsequent Subscription Term shall be Our standard Subscription Charges for the applicable Service Plan and Deployed Associated Services at the time of such renewal.

3.2 Cancellation. Either Party may elect to terminate Your Account and subscription to a Service at the end of Your then-current Subscription Term by providing notice, in accordance with Section 15 of this Agreement, no less than thirty (30) days prior to the end of such Subscription Term.

3.3 Mutual Termination for Cause. A Party may terminate this Agreement for cause (a) upon written notice to the other Party of a material breach by the other Party if such breach remains uncured after thirty (30) days from the date of receipt of such notice; or (b) if the other Party becomes the subject of a petition in bankruptcy or any other



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proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. However, We may immediately terminate this Agreement for cause without notice if You violate the Laravo User Content and Conduct Policy.

We will refund any prepaid fees covering the remainder of the Subscription Term as of the effective date of termination if this Agreement is terminated by You in accordance with this Section for Laravo's uncured material breach.

You must pay any unpaid fees covering the remainder of the Subscription Term pursuant to all applicable Service Order if We terminate this Agreement for Your material breach in accordance with this Section. In no event will Our termination for cause relieve You of Your obligation to pay any fees payable to Us for the period prior to termination.

3.4 Payment Upon Termination. Except for Your termination under Section 3.3, if You terminate Your subscription to a Service or cancel Your Account prior to the end of Your then-effective Subscription Term, or if We terminate or cancel Your Account pursuant to Section 3.3, in addition to any other amounts You may owe Laravo, You must immediately pay any and all unpaid Subscription Charges associated with the remainder of such Subscription Term.

3.5 No Refunds. Except for Your termination rights under Section 3.3, no refunds or credits for Subscription Charges or other fees or payments will be provided if You terminate a subscription to a Service or cancel Your Account prior to the end of a Subscription Term.



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3.6 Export of Service Data. Upon Your written request, We will make Service Data available to You for export or download as provided in the Documentation for thirty (30) days after the effective date of termination, expiration or migration of Your Account, unless We have suspended or terminated Your Account due to Your breach of the Agreement, in which case Your Service Data will be available for download until We notify You of such suspension or termination. Thereafter, We will have no obligation to maintain or provide any Service Data and We will delete Your Service Data unless prohibited by law or legal order.

SECTION 4. BILLING, PLAN MODIFICATIONS AND PAYMENTS

4.1 Payment and Billing. Unless otherwise expressly set forth in this Agreement, a Service Order, a Statement of Work, or in Supplemental Terms, or as otherwise agreed for Usage Charges, all Subscription Charges are due in full upon commencement of Your Subscription Term, or with respect to a Deployed Associated Service, at the time such Deployed Associated Service is purchased, subscribed to or otherwise deployed. You are responsible for providing valid and current payment information and You agree to promptly update your Account information, including payment information, with any changes that may occur (for example, a change in Your billing address or credit card expiration date). If You fail to pay Your Subscription Charges or any other charges indicated on any Service Order or Statement of Work, or in any Supplemental Terms, within five (5) days of Our notice to You that payment is delinquent, or if You do not update payment information upon Our request, in addition to Our other remedies, We may suspend access to and use of the Services by You, Agents and End-Users.



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4.2 Upgrades. If You choose to upgrade Your Service Plan during Your Subscription Term, any incremental Subscription Charges associated with such upgrade will be charged in accordance with the remaining Subscription Term. In any subsequent Subscription Term, Your Subscription Charges will reflect any such upgrades.

4.3 Downgrades. You may not downgrade Your Service Plan during any Subscription Term. If You desire to downgrade Your Service Plan or reduce the number of Agents under any Service Plan for a subsequent Subscription Term, You must provide Laravo with thirty (30) days written notice prior to the end of Your then current Subscription Term. Downgrading Your Service Plan may cause loss of content, features, or capacity of the Service as available to You under Your Account, and Laravo is not responsible for such loss.

4.4 Taxes. Unless otherwise stated, Our charges do not include any Taxes. You are responsible for paying Taxes assessed in connection with Your subscription to the Services

4.5 Payment Agent. If You pay by credit card or certain other payment instruments, the Services provide an interface for the Account owner to change credit card information (e.g., upon card renewal). Payments made by credit card, debit card or certain other payment instruments for the Laravo Service are billed and processed by Laravo's Payment Agent. You hereby authorize the Payment Agent to bill Your credit card or other payment instrument in advance on a periodic basis in accordance with the terms of the Service Plan for the Services, and for periodic Subscription Charges applicable to Deployed Associated Services to which You subscribe until Your subscription to the Services terminates, and You further agree to pay any Subscription Charges so



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incurred. The Account owner will have access to a list of all transactions from within the Services to track subscription status. The Payment Agent uses a third-party intermediary to manage credit card processing and this intermediary is not permitted to store, retain or use Your billing information except to process Your credit card information for the Payment Agent.

4.6 Payment Portals. If You mandate Laravo use a vendor payment portal or compliance portal that charges Laravo a subscription fee or a percentage of any uploaded invoice as a required cost of doing business, You shall be invoiced by Laravo for, and You are obligated to pay, the cost of this fee.

SECTION 5. CONFIDENTIAL INFORMATION

In connection with the Services, each Party will protect the other's Confidential Information from unauthorized use, access or disclosure in the same manner as each Party protects its own Confidential Information, but with no less than reasonable care. Except as otherwise expressly permitted pursuant to this Agreement, each Party may use the other Party's Confidential Information solely to exercise its respective rights and perform its respective obligations under this Agreement and shall disclose such Confidential Information (a) solely to the employees and/or non-employee service providers and contractors who have a need to know such Confidential Information and who are bound by terms of confidentiality intended to prevent the misuse of such Confidential Information; (b) as necessary to comply with an order or subpoena of any administrative agency or court of competent jurisdiction; or (c) as reasonably necessary to comply with any applicable law or regulation. Except for Laravo's Security Non-Disclosure Agreement (where executed by You), the provisions of this Section 5



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shall control over any non-disclosure agreement by and between the Parties and any such non-disclosure agreement shall have no further force or effect with respect to the exchange of Confidential Information after the execution of this Agreement. This section shall not apply to any information which (a) was publicly known prior to the time of disclosure by the disclosing Party, or (b) becomes publicly known after such disclosure through no action or inaction of the receiving Party in violation of this Agreement. For clarity, any exchange of Confidential Information prior to the execution of this Agreement shall continue to be governed by any such non-disclosure agreement. Given the unique nature of Confidential Information, the Parties agree that any violation or threatened violation by a Party to this Agreement with respect to Confidential Information may cause irreparable injury to the other Party. Therefore, the Parties agree such violation or threatened violation shall entitle the other Party to seek injunctive or other equitable relief in addition to all legal remedies.

SECTION 6. SECURITY OF SERVICE DATA

Third-Party Service Providers. Laravo may use third-party service providers that are utilized by the Laravo Group to assist in providing the Services to You, but do not have access to Service Data. Any third-party service providers utilized by the Laravo Group will be subject to confidentiality obligations which are substantially similar to the confidentiality terms herein.

SECTION 7. TEMPORARY SUSPENSION

We reserve the right to restrict functionalities or suspend the Services (or any part thereof), Your Account or Your and/or Agents' or End-Users' rights to access and use the Services and remove, disable or quarantine any Service Data or other content if (a)



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We reasonably believe that You, Agents or End-Users have violated this Agreement; or (b) We suspect or detect any Malicious Software connected to Your Account or use of a Service by You, Agents or End-Users. This right includes the removal or disablement of Service Data or other content. We also reserve the right to immediately suspend Your Account for Your violation of the Laravo User Content and Conduct Policy. Unless legally prohibited from doing so or where We are legally required to take immediate action, We will use commercially reasonable efforts to contact You via email to notify You when taking any of the foregoing actions. We shall not be liable to You, Agents, End-Users or any other third party for any modification, suspension or discontinuation of Your rights to access and use the Services. We may refer any suspected fraudulent, abusive, or illegal activity by You, Agents or End-Users to law enforcement authorities at Our sole discretion.

SECTION 8. INTELLECTUAL PROPERTY RIGHTS

8.1 Intellectual Property Rights. Each Party shall retain all rights, title and interest in any of its respective Intellectual Property Rights. The rights granted to You, Agents and End-Users to use the Service(s) under this Agreement do not convey any additional rights in the Service(s) or in any Intellectual Property Rights of Laravo associated therewith. Subject only to limited rights to access and use the Service(s) as expressly stated herein, all rights, title and interest in and to the Services and all hardware, Software and other components of or used to provide the Services, including all related Intellectual Property Rights, will remain with Laravo and belong exclusively to Laravo.



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8.2 Ownership of Service Data. Subscriber shall retain ownership rights, including all Intellectual Property Rights, to all Service Data Processed under the terms of this Agreement.

SECTION 9. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

9.1 Warranties. Each Party represents and warrants to the other that (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms; (b) no authorization or approval from any third party is required in connection with such Party's execution, delivery or performance of this Agreement; and (c) the execution, delivery and performance of the Agreement does not and will not violate the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

9.2 Laravo Warranties. We warrant that during an applicable Subscription Term (a) this Agreement and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Service Data; and (b) the Services will perform materially in accordance with the applicable Documentation. For any breach of a warranty in this section, Your exclusive remedies are those described in Section 3.3 herein. The warranties herein do not apply to any misuse or unauthorized modification of the Services made by You, Your Agents or Your End-Users.

9.3 Disclaimers. EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 9.2, THE SITES AND THE SERVICES, INCLUDING ALL SERVER AND NETWORK COMPONENTS, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT



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PERMITTED BY LAW, AND WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE, AND NO INFORMATION OR ADVICE OBTAINED BY YOU FROM US OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

SECTION 10. INDEMNIFICATION

Indemnification by You. You will indemnify, defend and hold Laravo harmless against any claim brought by a third party against Laravo (a) arising from or related to use of a Service (and not arising solely from the Service itself) by You, Agents or End-Users in breach of this Agreement; or (b) alleging that Your use of the Service or Your Service Data infringes or misappropriates a third party's valid patent, copyright, trademark or trade secret; provided that (i) We promptly notify You of the threat or notice of such claim; (ii) You will have the sole and exclusive control and authority to select defense attorneys, and to defend and/or settle any such claim (however, You shall not settle or compromise any claim that results in liability or admission of any liability by Us without Our prior written consent); and (iii) We fully cooperate with You in connection therewith.

SECTION 11. LIMITATION OF LIABILITY

11.1 EXCLUSION OF DAMAGES. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE)



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SHALL EITHER PARTY TO THIS AGREEMENT, OR THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, SUPPLIERS OR LICENSORS, BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, BUSINESS INTERRUPTION, LOSS OF GOODWILL, COSTS OF COVER OR REPLACEMENT, OR FOR ANY OTHER TYPE OF INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGES, OR FOR ANY OTHER INDIRECT LOSS OR DAMAGES INCURRED BY THE OTHER PARTY OR ITS AFFILIATES IN CONNECTION WITH THIS AGREEMENT, THE SERVICES OR PROFESSIONAL SERVICES, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

11.2 LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE LARAVO GROUP'S AGGREGATE LIABILITY TO YOU, YOUR AFFILIATES, OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, THE SERVICES OR PROFESSIONAL SERVICES, SHALL IN NO EVENT EXCEED THE SUBSCRIPTION CHARGES AND/OR PROFESSIONAL SERVICES FEES PAID BY YOU DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. YOU ACKNOWLEDGE AND AGREE THAT THE ESSENTIAL PURPOSE OF THIS SECTION 11.2 IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE SUBSCRIPTION CHARGES AND PROFESSIONAL SERVICES FEES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF WE WERE TO ASSUME ANY FURTHER LIABILITY



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OTHER THAN AS SET FORTH HEREIN. WE HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE YOU WITH THE RIGHTS TO ACCESS AND USE THE SERVICES AND/OR THE PROFESSIONAL SERVICES PROVIDED FOR IN THIS AGREEMENT. THE LIMITATIONS SET FORTH IN SECTION 11.2 SHALL NOT APPLY TO CLAIMS OR DAMAGES RESULTING FROM LARAVO'S IP CLAIMS INDEMNITY OBLIGATIONS IN SECTION 10 OF THIS AGREEMENT.

11.3 LIMITATION OF LIABILITY IN THE AGGREGATE. THE LIMITATION OF LIABILITY PROVIDED FOR HEREIN APPLIES IN AGGREGATE TO ANY AND ALL CLAIMS BY SUBSCRIBER AND ITS AFFILIATES, AND SHALL NOT BE CUMULATIVE.

11.4 Jurisdiction-specific exclusions. Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages or for a party's own fraud, willful injury to the person or property of another, or violation of law which means that some of the above limitations may not apply to You. IN THESE JURISDICTIONS, THE LARAVO GROUP'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

11.5 Enforceable against Laravo. Any claims or damages that You may have against Laravo shall only be enforceable against Laravo and not any other entity, nor any officers, directors, representatives or agents of Laravo or any other entity.

SECTION 12. ASSIGNMENT, ENTIRE AGREEMENT AND AMENDMENT

12.1 Assignment. You may not, directly or indirectly, by operation of law or otherwise, assign all or any part of this Agreement or Your rights under this Agreement, or delegate



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performance of Your duties under this Agreement, without Our written prior consent, which consent will not be unreasonably withheld.

12.2 Entire Agreement. This Agreement constitutes the entire agreement, and supersedes any and all prior agreements between You and Laravo with regard to the subject matter hereof. This Agreement shall apply in lieu of the terms or conditions in any purchase order, request for information, request for proposal, or other order documentation You or any entity which You represent provide(s) and all such terms or conditions in such purchase order, request for information, request for proposal, or other order documentation are null and void. Except as expressly stated herein, there are no other agreements, representations, warranties or commitments which may be relied upon by either Party with respect to the subject matter hereof. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind between the Parties, except as may otherwise be expressly provided herein. The headings used herein are for convenience only and shall not affect the interpretation of the terms of this Agreement.

12.3 Amendment. We may amend this Agreement from time to time, in which case the new Agreement will supersede prior versions. We will notify You not less than thirty (30) days prior to the effective date of any such amendment and Your continued use of the Services following the effective date of any such amendment may be relied upon by Laravo as Your consent to any such amendment. Our failure to enforce at any time any provision of this Agreement does not constitute a waiver of that provision or of any other provision of this Agreement.

SECTION 13. SEVERABILITY



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If any term in this Agreement is determined to be invalid or unenforceable by a competent court or governing body, such term shall be replaced with another term consistent with the purpose and intent of this Agreement, and the remaining provisions of this Agreement shall remain in effect.

SECTION 14. RELATIONSHIP OF THE PARTIES

The Parties are independent contractors and this Agreement does not create a partnership, franchise, joint venture, general agency, fiduciary or employment relationship between the Parties.

SECTION 15. NOTICE

15.1 Notices to Subscriber. All notices provided by Laravo to You under this Agreement may be delivered in writing by (a) nationally recognized overnight delivery service (“Courier”) or U.S. mail to the contact mailing address provided by You on any Service Order; or (b) electronic mail to the electronic mail address provided for Your Account owner.

15.2 Notices to Laravo. All Notices, legal and others, provided by You to Laravo under this Agreement must be delivered in English and in writing by Courier or U.S. mail to 21800 Oxnard St. #750 Woodland Hills, CA 91367 U.S.A.

15.3 All notices provided by either Party to the other shall be deemed to have been given immediately upon the earlier of proof of receipt or two (2) business days after being deposited in the mail or with a Courier as permitted above.

SECTION 16. GOVERNING LAW



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This Agreement shall be governed by the laws of the State of California, without reference to conflict of laws principles. Any disputes under this Agreement shall be resolved in a court of general jurisdiction in Los Angeles County, California. You hereby expressly agree to submit to the exclusive personal jurisdiction of this jurisdiction for the purpose of resolving any dispute relating to this Agreement, or relating to access to or use of the Services by You, Agents or End-Users.

SECTION 17. SURVIVAL

Sections 2.1, 3.5, 3.6, 4.4, 5, 8, 10, 11, 12, 13, 14, 15, 16 shall survive termination of this Agreement with respect to use of the Services by You, Agents or End-Users.

Termination of this Agreement shall not limit a Party's liability for obligations accrued as of or prior to termination or for any breach of this Agreement.