**DOLPHIN 365 TERMS OF USE**

1. These Terms of Use ("Terms") are between Navantis Inc. (we also refer to ourselves as "Navantis”, "we”, "us" or “our”), a Canadian corporation incorporated in Toronto having a place of business at 21 Randolph Ave, Suite 200, Toronto, ON M6P 4G4, Canada, and the individual or entity that accepts them ("You", “Your”).
2. These Terms of Use describe how you may make use of our Dolphin 365 application (the “App”). Please read these Terms of Use carefully. By clicking the box displayed below or by downloading, provisioning, installing or using the App, or attempting any of these, you indicate that you accept these Terms of Use and the Privacy Policy of Navantis and Microsoft and that you agree to abide by them. Your download, installation, provisioning or use of the App constitutes your acceptance of these Terms of Use which takes effect on the date on which you download, install, or use the App. If you do not agree with these Terms of Use, you should cease downloading, provisioning, installing or using the App immediately**.**
3. We reserve the right to change these Terms of Use at any time without notice to you by posting changes on [www.dolphin-software.com](http://www.dolphin-software.com) (the “Website”) or by updating the App to incorporate the new terms of use. You are responsible for regularly reviewing information posted on the Website to obtain timely notice of such changes. Your continued use of the App after changes are posted constitutes your acceptance of the amended Terms of Use.
4. To download, install, access or use the App, you must have a Microsoft Office 365 Subscription that includes Outlook Email and SharePoint Online.

5. We operate the software required for your use of the App from the United States of America and it is possible that some downloads from the App could be subject to government export controls or other restrictions. If you download anything from or use the App, you represent that you are not subject to such controls or restrictions. We make no representation that anything is appropriate, permissible or available for use outside the United States of America, and using the App from territories in which such use or the information available from such use is illegal, restricted or not permitted, is expressly prohibited. If you choose to access or use the App from or in locations outside of the United States of America, you do so on your own initiative and are responsible for; a) ensuring that what you are doing in that country is legal, and (b) the consequences and compliance by you with all applicable laws, regulations, byelaws, codes of practice, internet-based services, registrations, permits and authorizations (including any laws that relate to businesses providing services).

1. Use of the App does not include the provision of Microsoft Office365 or other necessary services to access it. To use the App you will require Internet connectivity and access to Microsoft Office365, Outlook Email and SharePoint Online. We shall not have any responsibility or liability for any other costs you may incur in obtaining Microsoft Office365, Outlook Email and SharePoint Online. As use of the App is based on Microsoft Office365 or other necessary services to access it being available we bear no responsibility for any outages caused by service interceptions of Microsoft Office365, or other necessary services to access the App.
2. You shall not in any way use the App or submit to us or to the App or to any user of the App anything which in any respect; (a) is in breach of any law, statute, regulation or byelaw of any applicable jurisdiction, (b) is fraudulent, criminal or unlawful, (c) is inaccurate or out-of-date, (d) may be obscene, indecent, pornographic, vulgar, profane, racist, sexist, discriminatory, offensive, derogatory, harmful, harassing, threatening, embarrassing, malicious, abusive, hateful, menacing, defamatory, untrue or political, (e) impersonates any other person or body or misrepresents a relationship with any person or body, (f) may infringe or breach the copyright or any intellectual property rights (including without limitation copyright, trademark rights and broadcasting rights) or privacy or other rights of us or any third party, (g) is contrary to any specific rule or requirement that we stipulate on the App in relation to a particular part of the App or the App generally, or (h) involves your use, delivery or transmission of any viruses, unsolicited emails, trojan horses, trap doors, back doors, easter eggs, worms, time bombs, cancelbots or computer programming routines that are intended to damage, detrimentally interfere the App with, surreptitiously intercept or expropriate any system, data or personal information.
3. You agree not to reverse engineer, modify, reproduce, duplicate, copy, sell or re-sell the App or any part of the App.
4. You agree not to access without authority, interfere with, damage or disrupt; (a) any part of the App, (b) any equipment or network on which the App is stored, (c) any software used in the provision of the App, or (d) any equipment or network or software owned or used by any third party.
5. Legal material, templates, or any other material available on the App are not intended to amount to advice on which reliance should be placed. We disclaim all liability and responsibility arising from any reliance placed on such materials by any user of the App, or by anyone who may be informed of any of its contents.
6. You assume sole responsibility for results obtained from the use of the App, and for conclusions drawn from such use. We shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to us by you in connection with the App, or any actions taken by us at your direction.
7. You agree to comply at all times with any instructions for use of the App which we make from time to time.
8. If you choose, or you are provided with a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms of Use.

**AVAILABILITY OF THE APP; SECURITY & ACCURACY; PRICING**

1. Navantis may allow you to download or use the App free of charge during the 30 day trial period. No payment related information will be required for the trial period. Any terms and conditions that apply to the purchased App will apply to the trial App, except with respect to payment related matters. All paid subscriptions are automatically renewing and no refunds are applicable. This means that once you become a paid subscriber, your subscription will be automatically renewed and your credit or debit card will be charged based on the monthly subscription program you have chosen, unless you opt out or cancel your subscription program. The upgrade to the paid service can be done during the trial period by notifying Navantis.
2. Upon payment or during a trial period of the App and any related services, Navantis shall permit the use of this App to use the deliverables (“Deliverables”) where “Deliverables” means the reports, documents, templates, studies, strategies, operating models, technical architectures, designware, software objects, software programs, source code, object code, specifications, documentation, abstracts, summaries or other work product which are prepared for (either by Navantis alone, or in concert with you or third parties) and delivered to you pursuant to the provision of these Terms of Use. You shall not sell, disclose or otherwise make the Deliverables available to any third party without the prior written consent of Navantis. Except for the limited rights and internet based services expressly granted hereunder, no other service is granted in nor is any other use permitted of the Deliverables. All fees are non-refundable, if any order is renewed, Navantis reserves the right to adapt the fee to changes in the price list.
3. We collect and remit sales tax from our customers located in certain jurisdictions, including those jurisdictions where software delivered as a service is taxable and where we maintain a physical presence. We determine your local taxing jurisdiction based on the company address that you list during the registration process of the App. Fees set forth in any applicable fee schedule do not take into account any taxes. You agree to be responsible for and to pay any sales, personal property, use, VAT, excise, withholding, PST, HST or any other taxes that may be imposed, based on these Terms of Use, by using the App.
4. We make no warranty that your access to the App will be uninterrupted, timely or error-free as due to the nature of the internet this cannot be guaranteed. In addition, your access may be restricted as we may occasionally need to carry out repairs, maintenance or introduce new facilities and functions.
5. We do not warrant that the App will be compatible with all hardware and software which you may use. We shall not be liable for damage to, or viruses or other code that may affect, any equipment (including but not limited to your device), software, data or other property as a result of your input to the App. We shall also not be liable for the actions of third parties.
6. We may change or update the App and anything described in it without notice to you.
7. No representation or warranty express or implied, is given that they are complete, accurate, up-to-date, fit for a particular purpose and, to the extent permitted by law, we do not accept any liability for any errors or omissions.
8. You retain all right, title, and interest in and to your data (“Customer Data”). Navantis acquires no rights in Customer Data, other than the right to host Customer Data for the purpose of providing the App and services related to the App. Navantis additionally has the right to use and reproduce Customer Data solely as necessary to provide the App, troubleshooting to prevent, find, and fix problems within the operation of the App and for improving features for finding and protecting against threats to users.
9. Navantis will not disclose Customer Data to a third party (including law enforcement, other government entity, or civil litigant, excluding our subcontractors) except as directed by you or unless required by law. Should a third party contact Navantis with a demand for Customer Data, Navantis will attempt to redirect the third party to request that data directly from you. As part of this effort, Navantis may provide your basic contact information to the third party. If compelled to disclose Customer Data to a third party, Navantis will promptly notify you and provide a copy of the demand, unless legally prohibited from doing so.
10. You are aware and agree that Customer Data is stored on Azure Cloud and on Office 365.
11. Based on your geography and Office 365 subscription cross-border data transfers may occur. In such cases, you are responsible for any cross-border data transfers.
12. Navantis may hire other companies to provide limited services on Navantis’ behalf such as customer support. Any such subcontractors will be permitted to obtain Customer Data only to deliver such services Navantis have retained them to provide, and they are prohibited from using Customer Data for any other purpose. Navantis remains responsible for such subcontractors’ compliance with the obligations set forth in these Terms of Use.

**PLATFORM DEPENDENCES**

1. Your download, installation, access to or use of the App is also governed and bound by the terms and conditions of the MICROSOFT CLOUD CUSTOMER AGREEMENT and OFFICE STORE STANDARD APPLICATION LICENSE TERMS. You will control access by your users and you are responsible for their use of the App and any related services in accordance with these Terms and Conditions of Microsoft and the Terms of Use of Navantis.
2. You and Navantis acknowledge that these Terms of Use are concluded between you and Navantis only, and not with Microsoft, and Navantis, is solely responsible for the App and the content thereof to the extent specified in these Terms of Use.
3. The internet based service granted to you for the App is limited to a non-transferable online service. You are permitted to use this App as a non-transferable service limited to your organization.
4. We are solely responsible for providing any maintenance and support services with respect to the App as required under applicable law. You and Navantis acknowledge that Microsoft has no obligation whatsoever to furnish any maintenance and support services with respect to the App.
5. You and we acknowledge that we, not Microsoft, are responsible for addressing any claims of you or any third party relating to the App or use of the App, including, but not limited to: (a) any claim that the App fails to conform to any applicable legal or regulatory requirement, and (b) claims arising under consumer protection or similar legislation.
6. You and we acknowledge that, in the event of any third party claim that the App or use of the App infringes that third party’s intellectual property rights, we, not Microsoft, will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim; provided such infringement was caused by us.
7. You must comply with any applicable third party terms of agreement when using the App (e.g. you must ensure that your use of the App is not in violation of your Office365 agreement).
8. You and we acknowledge and agree that Microsoft, and that Microsoft’s subsidiaries, are third party beneficiaries of these Terms of Use, and that, upon your acceptance of these Terms of Use, that Microsoft will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you as a third party beneficiary thereof.
9. As most of your Customer Data is maintained and retained within your Office 365 subscription. It is your duty to use this data with care and take necessary measures and training of your personnel to avoid intentional or accidental loss of data. For any other information such as metadata stored within the App, Navantis will maintain appropriate technical and organizational measures, internal controls, and data security routines intended to protect Customer Data against accidental loss or change, unauthorized disclosure or access, or unlawful destruction. Beyond those measures, Navantis will not offer any point in time back-up or restoration services specifically for a customer.

**LIMITATION OF LIABILITY**

1. You hereby release Navantis Inc., its officers, directors, agents, and employees from all claims, demands, and damages (actual and consequential) of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of, or in any way, connected with any disputes arising between you and contractual parties, or between you and other Apps or Website users.
2. YOU ASSUME ALL RESPONSIBILITY AND RISK WITH RESPECT TO YOUR USE OF THE APP. THE APP IS AVAILABLE “AS IS,” AND “AS AVAILABLE”. YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND ENDORSEMENTS, EXPRESS OR IMPLIED, WITH REGARD TO THE APP, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT USE OF THE APP WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ERRORS WILL BE DETECTED OR CORRECTED. WE DO NOT ASSUME ANY LIABILITY OR RESPONSIBILITY FOR ANY COMPUTER VIRUSES, BUGS, MALICIOUS CODE OR OTHER HARMFUL COMPONENTS, DELAYS, INACCURACIES, ERRORS OR OMISSIONS, OR THE ACCURACY, COMPLETENESS, RELIABILITY OR USEFULNESS OF THE INFORMATION DISCLOSED OR ACCESSED THROUGH THE APP. WE HAVE NO DUTY TO UPDATE OR MODIFY THE APP AND WE ARE NOT LIABLE FOR OUR FAILURE TO DO SO. IN NO EVENT, UNDER NO LEGAL OR EQUITABLE THEORY (WHETHER TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE), SHALL WE OR ANY OF OUR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, AGENTS OR AFFILIATES, BE LIABLE HEREUNDER OR OTHERWISE FOR ANY LOSS OR DAMAGE OF ANY KIND, DIRECT OR INDIRECT, IN CONNECTION WITH OR ARISING FROM THE APP, THE USE OF THE APP OR OUR AGREEMENT WITH YOU CONCERNING THE APP, INCLUDING, BUT NOT LIMITED TO, COMPENSATORY, DIRECT, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, LOST ANTICIPATED PROFITS, LOSS OF GOODWILL, LOSS OF DATA, BUSINESS INTERRUPTION, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF WE HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IF WE ARE HELD LIABLE TO YOU IN A COURT OF COMPETENT JURISDICTION FOR ANY REASON, IN NO EVENT WILL WE BE LIABLE FOR ANY DAMAGES. IF ANY LIMITATION ON REMEDIES, DAMAGES OR LIABILITY IS PROHIBITED OR RESTRICTED BY LAW, WE SHALL REMAIN ENTITLED TO THE MAXIMUM DISCLAIMERS AND LIMITATIONS AVAILABLE UNDER THIS AGREEMENT, AT LAW AND/OR IN EQUITY.

**YOUR REPRESENTATIONS AND WARRANTIES**

1. You represent and warrant that; (a) your use of the App will be in strict accordance with these Terms of Use and with all applicable laws and regulations, including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and regarding the transmission of technical data exported to your country in which you reside, and (b) your use of the App will not infringe or misappropriate the intellectual property rights of any third party.

**INDEMNIFICATION**

1. You agree to indemnify and hold Navantis and each of our affiliates, successors and assigns, and their respective officers, directors, employees, agents, representatives, licensors, advertisers, suppliers, and operational service providers harmless from and against any and all losses, expenses, damages, costs and expenses (including attorneys’ fees), resulting from your use of the App and/or any violation of these Terms of Use. We reserve the right to assume the exclusive defence and control of any demand, claim or action arising hereunder or in connection with the App and all negotiations for settlement or compromise. You agree to fully cooperate with us in the defence of any such demand, claim, action, and settlement or compromise negotiations, as requested by us.

**TRADE MARKS; PROPRIETARY RIGHTS**

1. The “Dolphin 365” name and logos and all related names, trademarks, service marks, design marks and slogans are the trademarks or service marks of us or our licensors.
2. Navantis and/or its licensors retain all right, title and interest to the App, related services and related documentation which includes legal templates and all intellectual property rights embodied therein. Navantis reserves all rights not expressly granted herein.
3. Navantis retains all ownership and intellectual property rights to App and all the Deliverables and any modifications thereof. This Agreement does not constitute a transfer to you of any title or intellectual property rights in or related to the Deliverables or any modifications thereof.
4. As between you and Navantis, we are the sole and exclusive owner of all intellectual property rights in the App, and in the material published on it. Those works are protected by copyright and trademark laws and treaties around the world. All such rights are reserved.
5. You must not use any part of the materials on the App for commercial purposes without obtaining permission from Navantis to do so.
6. If you copy or download any part of the App in breach of these Terms of Use, *inter alia*, your right to use the App will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. This also covers downloadable artefacts associated with the application including but not limited to sample templates, documentation, videos, images, web pages.

**INFORMATION ABOUT YOU & YOUR USE OF THE APP**

1. We process information about you in accordance with our Privacy Policy, which is available on our website at [www.navantis.com/privacy-policy](http://www.navantis.com/privacy-policy/). By using the App, you consent to such processing and you warrant that all data provided by you is accurate.
2. Navantis shall be entitled to block your access to the App in case of illegal violation of the subject matter of these Terms of Use. Access will then be reactivated if the condition in breach of these Terms of Use has been permanently resolved. Your obligation to make payment remains in force during this period.
3. You must not without our permission; (a) use or copy any material from the App, including, but not limited to, onto other websites or in other applications, or (b) frame any of the App onto your own or another person’s website or application.

**SEVERABILITY**

1. If any of these terms should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction which that term is illegal, invalid or unenforceable, it shall be severed and deleted and the remaining Terms of Use shall survive, remain in full force and effect and continue to be binding and enforceable.

**NON-ASSIGNMENT**

1. You shall not assign or transfer or purport to assign or transfer the contract between you and us to any other person.

**EXCLUSION**

1. Except as expressly stated in these Terms of Use, all warranties and conditions, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

**MISCELLANEOUS**

1. These Terms of Use (and our Privacy Policy, Our Terms and Conditions, any other document referred to in these Terms of Use and any other terms and conditions specifically agreed between you and Navantis in writing) contain all the terms agreed between you and Navantis regarding their subject matter and supersedes and excludes any prior terms and conditions, understanding or arrangement between us and you, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between us and you prior to these Terms of Use except as expressly stated in these Terms of Use.
2. Neither us nor you shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into these Terms of Use (unless such untrue statement was made fraudulently or was as to a matter fundamental to a party’s ability to perform these Terms of Use) and that party’s only remedies shall be for breach of contract as provided in these Terms and Conditions.
3. These Terms of Use may only be modified by a written amendment signed by an authorized executive of your company or entity, or by the posting of a revised version by us.
4. Except to the extent of applicable law, if any, provides otherwise, these Terms of Use and any access to or use of the App will be governed by the laws of Canada, excluding its conflict of law provisions.
5. Any dispute or claim arising out of or in connection with these Terms of Use will be subject to the exclusive jurisdiction of the federal and provincial or territorial sitting in Canada. All dealings, correspondence and contacts between us shall be made or conducted in English language.
6. A waiver by either party of any term or condition of these Terms of Use or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.
7. Nothing in these Terms of Uses hall be deemed to create a partnership or the relationship of principal and agent or employer and employee between the parties.