

NEXTANALYTICS CORPORATION

Terms of Service (Terms)

These Terms of Service (the “Terms”) are a binding legal Agreement between you and NEXTANALYTICS corp. (“NEXTANALYTICS” or “we,” “our” or “us”).

By using Service, you agree to be bound by these Terms and become a party to this Agreement.

The Terms govern your use of our websites (nextanalytics.com), and our services (desktop software, websites and internet based services). These are all collectively referred to as the “Service”.

NEXTANALYTICS CORPORATION is an Ontario (Canada) based company incorporated in 2007. It operates solely out of Ottawa, Canada.

If we modify the Terms, they will be published at www.nextanalytics.com. You are invited to periodically review it to see if it has changed since the last time you reviewed it.

1. THE SERVICE

NEXTANALYTICS provides an analytics and reporting solution that downloads data to either a desktop or an account hosted on the internet and published to you by email or logging in to our service on the internet.

2. ELIGIBILITY

You must be 18 years of age or older to use the Service. Use of the Service is void where prohibited. You represent and warrant that any information you submit is true and accurate and that you are 18 years of age or older and are fully able and competent to enter into, and abide by these Terms. The Services are not intended for those under the age of 18.

3. SUBSCRIPTIONS

If your payment is for a subscription, that means you are automatically billed at the start of each period of usage. Before a renewal is processed, you are sent an email in advance, approximately 7 to 10 days ahead of the payment being taken from your credit card. That is the recommended time to unsubscribe, before the payment is drawn and, because of this ten day warning, all sales are final and NEXTANALYTICS will not issue refunds.

You can also unsubscribe at any time in advance of payment being taken by sending such a request to support@nextanalytics.com. There is no refund for unused portions of your subscription, and your subscription will be in effect till the end of its paid for term.

6. USE RESTRICTIONS

You will not: (a) access, monitor, or copy any content or information on the Service using any robot, spider, scraper, or other automated means or any manual process for any purpose without our express written permission; (b) violate the restrictions in any robot exclusion headers on the Service or bypass or circumvent other measures employed to prevent or limit access to the Service; (c) take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure; (d) deep-link to any portion of the Service for

any purpose without our express written permission; (e) “frame”, “mirror,” or otherwise incorporate any part of the Service into any other website without our prior written authorization; or (f) intentionally or unintentionally violate any applicable local, provincial national, or international law or regulation.

8. MODIFICATIONS TO THE SERVICE

NEXTANALYTICS reserves the right to modify, discontinue, and restrict, temporarily or permanently without notice at our sole discretion. Neither we nor our suppliers or licensors will be liable to you or to any third party for any modification, discontinuance, or restriction of the Service.

9. TERM AND TERMINATION

Your account remains in effect unless you cancel it or unless **NEXTANALYTICS** terminates your account as provided by these Terms.

To terminate your account, you can send email to support@nextanalytics.com.

Notwithstanding any provision of these Terms, we reserve the right, without notice and at our sole discretion, to terminate your account and to block, restrict, and prevent your future access to, and use of, the Service.

10. QUESTIONS, REPLIES, SUGGESTIONS AND COMMENTS

Any materials, including but not limited to comments, suggestions, ideas, or other information, provided by you in the form of email or other submissions to us (excluding material that you post on the Service in accordance with these Terms) (collectively “Feedback”), are non-confidential and you hereby grant to us and our subsidiaries and affiliates a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use your Feedback for any purpose without compensation or attribution to you.

11. TRADEMARKS

All trademarks, registered trademarks, product names and company names or logos mentioned on the Service are the property of their respective owners.

Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise, does not constitute or imply endorsement, sponsorship, or recommendation thereof by us, or vice versa.

12. OWNERSHIP

We, our affiliates, and our suppliers and licensors own all right, title, and interest, including all intellectual property rights, in and to the Services. Except for those rights expressly granted in these Terms, no other rights are granted, either express or implied, to you.

13. THIRD-PARTY CONTENT

The Service may contain links to Web pages of third parties (“Third-Party Content”). We do not monitor, endorse, or adopt, or have any control over, any Third-Party Content. We undertake no responsibility to update or review any Third-Party Content and can make no guarantee as to its accuracy or completeness.

Additionally, if you follow a link or otherwise navigate away from the Service, please be aware that these Terms will no longer govern.

14. PRIVACY POLICY

Our Privacy Policy is available at www.NEXTANALYTICS.COM.

15. INDEMNIFICATION

You will defend, indemnify and hold harmless **NEXTANALYTICS**, its subsidiaries, affiliates, partners and third-party advertisers and their respective directors, officers, agents, employees, licensors, and suppliers from and against any costs, damages, expenses, and liabilities (including, but not limited to, reasonable attorneys' fees) arising out of or related to your use of the Service, your violation of these Terms, or your violation of any rights of a third party.

16. DISCLAIMER OF WARRANTIES

Your use of the service, including, without limitation, your use of any content accessible through the service and your interactions and dealings with any service users, is at your sole risk. The service, and all content available on and through the service are provided on an "as is" and "as available" basis.

NEXTANALYTICS and its suppliers and licensors expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. **NEXTANALYTICS** does not warrant uninterrupted use or operation of the service or your access to any content. No advice or information, whether oral or written, obtained by you from the service will create any warranty regarding **NEXTANALYTICS** that is not expressly stated in these terms. Some jurisdictions may prohibit a disclaimer of warranties and you may have other rights that vary from jurisdiction to jurisdiction.

17. LIMITATION OF LIABILITY

Neither **NEXTANALYTICS** nor its suppliers or licensors will be liable for any indirect, incidental, special, consequential, or exemplary damages, including, without limitation, damages for loss of profits, goodwill, use, data, or other intangible losses (even if **NEXTANALYTICS** or any supplier or licensor has been advised of the possibility of these damages), arising out of or relating to your access to or use of, or your inability to access or use, the service or any content. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you.

The maximum total liability of **NEXTANALYTICS** and its suppliers and licensors to you for all claims under these terms, whether in contract, tort, or otherwise, is \$100. Each provision of these terms that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is to allocate the risks under these terms between the parties. This allocation is an essential element of the basis of the bargain between the parties. Each of these provisions is severable and independent of all other provisions of these terms. The limitations in this section will apply even if any limited remedy fails of its essential purpose.

18. CONSENT TO ELECTRONIC COMMUNICATIONS

By using the Service, you consent to receiving electronic communications from us. These communications may include notices about your account and information concerning or related to the Service. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

19. GENERAL LEGAL NOTICES

Our failure to act in a particular circumstance does not waive our ability to act with respect to that circumstance or similar circumstances. Any provision of these Terms that is found to be invalid, unlawful, or unenforceable will be severed from these Terms, and the remaining provisions of these Terms will continue to be in full force and effect. The section headings and titles in these Terms are for convenience only and have no legal or contractual effect. Any provision in these Terms that by its nature should survive the termination of your license to access the Service or any termination of these Terms (including, without limitation, provisions governing indemnification, limitations on liability, disclaimers of warranty, and ownership of intellectual property) will continue to remain in full force and effect after any such termination. Any such controversy or claim will be arbitrated on an individual basis, and will not be consolidated in any arbitration with any claim or controversy of any other party. Either party may seek any interim or preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect the party's rights or property pending the completion of arbitration.

These Terms, including all Policies, constitute the entire agreement between you and **NEXTANALYTICS** concerning the Service. These Terms supersede all prior agreements or communications between you and **NEXTANALYTICS** regarding the subject matter of these Terms.

Contracts with Nextanalytics Corporation are established under the laws of the province of Ontario, Canada.

21. QUESTIONS & CONTACT INFORMATION

If you have any questions or concerns about the Service, or these Terms, you may contact **NEXTANALYTICS** at support@nextanalytics.com or write us at:

NEXTANALYTICS corp.

Attn: Legal

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