

## TERMS AND CONDITIONS

### General

This agreement applies as between you, the User of this Website and Wamoozle Inc., the owner(s) of this Website. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these Terms and Conditions, you should stop using the Website immediately.

These Terms of Use may change at any time without notice at our sole discretion. Updates if made will subsequently be posted here. You may not necessarily be notified and you are encouraged to check these pages periodically for updates.

No part of this Website is intended to constitute a contractual offer capable of acceptance. Your order of free trial and automatic monthly recurring billing constitutes a contractual offer and our acceptance of that offer is deemed to occur upon our sending a dispatch email to you indicating that your order of free trial has been fulfilled and is available to you.

### 1. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

<b>“Account”</b>	means collectively the personal information, Payment Information and credentials used by Users to access Paid Content and / or any communications System on the Website;
<b>“Content”</b>	means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Website;
<b>“Wamoozle Inc.”</b>	means Wamoozle Inc. 240 Cavell Avenue King City Ontario Canada;
<b>“Service”</b>	means collectively any online facilities, tools, services or information that Wamoozle Inc. makes available through the Website either now or in the future;
<b>“Services”</b>	means the services available to you through this Website, specifically its Luuma Web Application Platform;
<b>“Payment Information”</b>	means any details required for the purchase of Services from this Website. This includes, but is not limited to, credit / debit card numbers, bank account numbers and sort codes;
<b>“Purchase Information”</b>	means collectively any orders, invoices, receipts or similar that may be in hard copy or electronic form;
<b>“Premises”</b>	Means our place(s) of business located at 240 Cavell Avenue King City Ontario Canada;

<b>“System”</b>	means any online communications infrastructure that Wamoozle Inc. makes available through the Website either now or in the future. This includes, but is not limited to, platform(s), digital workplace(s), web-based email(s), message board(s), live chat facilities and email links;
<b>“User” / “Users”</b>	means any third party that accesses the Website and is not employed by Wamoozle Inc. and acting in the course of their employment; and
<b>“Website”</b>	means the website that you are currently using ( <a href="http://www.luuma.com">www.luuma.com</a> ;) and any sub-domains of this site (e.g. <a href="http://www.luuma.com/users/sign_in">www.luuma.com/users/sign_in</a> ) unless expressly excluded by their own terms and conditions.

## 2. **Business Customers**

These Terms and Conditions apply to business customers only. If you are not a business customer and are choosing to subscribe to our service you may do so at of your own accord. However please note you will be treated as if you are a business customer and we assume you are engaging us because you want to be treated as such. Hence you will receive business related emails pertaining to the livelihood of a business customer. We do not have a consumer or student Terms of Use and will not treat consumers or students differently than our business customers.

## 3. **Intellectual Property**

3.1 Subject to the exceptions in Clause 4 of these Terms and Conditions, all Content included on the Website, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Wamoozle Inc., our affiliates or other relevant third parties. By continuing to use the Website you acknowledge that such material is protected by applicable Canadian and International intellectual property and other laws.

3.2 Subject to Clause 5 you may not reproduce, copy, distribute, store or in any other fashion re-use material from the Website unless otherwise indicated on the Website or unless given express written permission to do so by Wamoozle Inc.

## 4. **Third Party Intellectual Property**

4.1 Unless otherwise expressly indicated, all Intellectual Property rights including, but not limited to, Copyright and Trademarks, in product images and descriptions belong to the manufacturers or distributors of such products as may be applicable.

4.2 Subject to Clause 6 you may not reproduce, copy, distribute, store or in any other fashion re-use such material unless otherwise indicated on the Website or unless given express written permission to do so by the relevant manufacturer or supplier.

## 5. **Fair Use of Intellectual Property**

Material from the Website may be re-used without written permission where any of

the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

## 6. **Links to Other Websites**

This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of Wamoozle Inc. or that of our affiliates. We assume no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

## 7. **Links to this Website**

Those wishing to place a link to this Website on other sites may do so only to the home page of the site [www.luuma.com](http://www.luuma.com) without prior permission. Deep linking (i.e. links to specific pages within the site) requires the express permission of Wamoozle Inc.. To find out more please contact us by email at [support@luuma.com](mailto:support@luuma.com)

## 8. **Use of Communications Facilities**

- 8.1 When using the enquiry form or any other System on the Website you should do so in accordance with the following rules:
  - 8.1.1 You must not use obscene or vulgar language;
  - 8.1.2 You must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;
  - 8.1.3 You must not submit Content that is intended to promote or incite violence;
  - 8.1.4 It is advised that submissions are made using the English or French language(s) as we may be unable to respond to enquiries submitted in any other languages;
  - 8.1.5 The means by which you identify yourself must not violate these Terms and Conditions or any applicable laws;
  - 8.1.6 You must not impersonate other people, particularly employees and representatives of Wamoozle Inc. or our affiliates; and
  - 8.1.7 You must not use our System for unauthorised mass-communication such as "spam" or "junk mail".
- 8.2 You acknowledge that Wamoozle Inc. reserves the right to monitor any and all communications made to us or using our System.
- 8.3 You acknowledge that Wamoozle Inc. may retain copies of any and all communications made to us or using our System.
- 8.4 Even though we do not monitor or moderate any part of our System, you acknowledge that any information you send to us through our System or post on the live chat support; or any newsfeed or form may be modified by us in any way and you hereby waive your moral right to be identified as the author of such information. Any restrictions you may wish to place upon our use of such information must be communicated to us in advance and we reserve the right to reject such terms and associated information.

## 9. **Accounts**

- 9.1 In order to procure Services on this Website and to use the System's facilities you are required to create an Account which will contain certain personal details and Payment Information which may vary based upon your use of the Website as we may not require payment information until you wish to make a purchase. By continuing to use this Website you represent and warrant that:
- 9.1.1 all information you submit is accurate and truthful;
  - 9.1.2 you have permission to submit Payment Information where permission may be required; and
  - 9.1.3 you will keep this information accurate and up-to-date.
- Your creation of an Account is further affirmation of your representation and warranty.
- 9.2 It is recommended that you do not share your Account details, particularly your username and password. Wamoozle Inc. accepts no liability for any losses or damages incurred as a result of your Account details being shared by you. If you use a shared computer, it is recommended that you do not save your Account details in your internet browser.
- 9.3 If you have reason to believe that your Account details have been obtained by another without consent, you should contact Wamoozle Inc. immediately to suspend your Account and cancel any unauthorised orders or payments that may be pending. Please be aware that orders or payments can only be cancelled up until provision of Services for period subscribed for has ended. In the event that an unauthorised provision commences prior to your notifying us of the unauthorised nature of the order or payment, Wamoozle Inc. accepts no liability or responsibility and you should make contact with the third party service provider detailed in the Purchase Information OR Wamoozle Inc. will suspend provision of Services and the withdrawal of any scheduled payments pending investigation. Following investigation, it shall be determined whether or not to cancel the Services and make a full or partial refund of the payment at Wamoozle Inc. complete and sole discretion.
- 9.4 When choosing your username you are required to adhere to the terms set out above in Clause 8. Any failure to do so could result in the suspension and/or deletion of your Account.

## 10. **Termination and Cancellation**

- 10.1 Either Wamoozle Inc. or you may terminate your Account. If Wamoozle Inc. terminates your Account, you will be notified by email and an explanation for the termination will be provided. Notwithstanding the foregoing, we reserve the right to terminate without giving reasons.
- 10.2 If Wamoozle Inc. terminates your Account, any current or pending orders or payments on your Account will not be cancelled and provision of Services will not continue.
- 10.3 Wamoozle Inc. reserves the right to cancel orders or payments without stating reasons, for any reason prior to processing payment or commencing Services provision.
- 10.4 If orders or payments are cancelled for any reason prior to commencement of billable Services [ eg. Free Trial Period ] provision you will not be billed for the

upcoming month.

10.5 If you terminate your Account prior to the end of the free trial you will not be billed.

## 11. **Payment**

11.1 Any and all monies are due for payment on completion of the order or on the dates, or intervals specified in that order as may be appropriate, unless alternative arrangements are agreed between the Purchaser and Wamoozle Inc.

11.2 All accounts are due and payable on the recurring subscription date of your original order.

## 12. **Services, Pricing and Availability**

12.1 Whilst every effort has been made to ensure that all descriptions of Services available from Wamoozle Inc. correspond to the actual Services, Wamoozle Inc. is not responsible for any variations from these descriptions. This does not exclude our liability for mistakes due to negligence on our part and refers only to variations of the correct Services, not different Services altogether. Please refer to sub-Clause 13.4 for incorrect Services.

12.2 Where appropriate, you may be required to select and add users to the Services.

12.3 Wamoozle Inc. does not represent or warrant that such Services will always be available. Availability indications are not provided on the Website.

12.4 All pricing information on the Website is correct at the time of going online. Wamoozle Inc. reserves the right to change prices and alter or remove any special offers from time to time and as necessary. All pricing information is reviewed and updated periodically.

12.5 In the event that prices are changed during the period between an order being placed for Services and Wamoozle Inc. processing that order and taking payment, [you will be contacted prior to your order being processed with details of the new price] OR [provision of Services shall commence as per your order and you will be charged the original price].

12.6 All prices on the Website do not include taxes. Taxes are calculated and collected and remitted on a destination basis for Canadian customers only.

## 13. **Provision of Services**

13.1 Provision of Services shall commence following free trial period when full payment has been received prior to the month of Services.

13.2 Wamoozle Inc. shall use its best endeavours to provide the Services with reasonable skill and care.

13.3 Provision of all Services shall be subject to the Terms of User pertaining directly to those Services.

13.4 In the event that Services are provided that are not in conformity with your order and thus incorrect, you should contact us within 10 days to inform us of the mistake. Wamoozle Inc. will ensure that any necessary corrections to the Services provided are made to the best of Wamoozle Inc.'s ability.

13.5 Wamoozle Inc. reserves the right to exercise discretion with respect to any

alterations to Services under the provisions of this Clause 13. Factors which may be taken into account in the exercise of this discretion include, but are not limited to:

13.5.1 Any use or enjoyment that you may have already derived from the Services;

13.5.2 Any characteristics of the Services which may mean that cessation of provision is impossible without significant further work on the part and at the expense of Wamoozle Inc..

Such discretion to be exercised only within the confines of the law.

#### **14. Privacy**

14.1 Use of the Website is also governed by our Privacy Policy which is incorporated into these terms of use by this reference. To view the Privacy Policy, please navigate below.

14.2 The Website uses first and third party cookies and places them onto your computer or device. These cookies are used for the purposes of the Services described herein. Full details of the cookies used by the Website are included below. By accepting these terms and conditions, you are giving consent to Wamoozle Inc.. to place cookies on your computer or device. Please read the information contained in the Privacy Policy prior to acceptance.

#### **15. Disclaimers**

15.1 Wamoozle Inc. makes no warranty or representation that the Website will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Service or Services.

15.2 No part of this Website is intended to constitute advice and the Content of this Website should not be relied upon when making any decisions or taking any action of any kind.

15.3 No part of this Website is intended to constitute a contractual offer capable of acceptance.

15.4 Whilst Wamoozle Inc. uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, all Users are advised to take responsibility for their own security, that of their personal details and their computers.

#### **16. Changes to the Service and these Terms and Conditions**

Wamoozle Inc. reserves the right to change the Website, its Content or these Terms and Conditions at any time. You will be bound by any changes to the Terms and Conditions from the first time you use the Website following the changes. If Wamoozle Inc. is required to make any changes to Terms of Use by law, these changes will apply automatically to any orders currently pending in addition to any orders placed by you in the future.

#### **17. Availability of the Website**

17.1 The Service is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and / or faults. To the

maximum extent permitted by law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

- 17.2 Wamoozle Inc. accepts no liability for any disruption or non-availability of the Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

## 18. **Limitation of Liability**

- 18.1 To the maximum extent permitted by law, Wamoozle Inc. accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Website or any information contained therein. Users should be aware that they use the Website and its Content at their own risk.
- 18.2 Nothing in these Terms of Use excludes or restricts Wamoozle Inc.'s liability for death or personal injury resulting from any negligence or fraud on the part of Wamoozle Inc..
- 18.3 Nothing in these Terms of Use excludes or restricts Wamoozle Inc.'s liability for any direct or indirect loss or damage arising out of the incorrect provision of Services or out of reliance on incorrect information included on the Website.
- 18.4 Whilst every effort has been made to ensure that these Terms of Use adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these Terms of Use and shall not affect the validity and enforceability of the remaining Terms of Use. This term shall apply only within jurisdictions where a particular term is illegal.

## 19. **No Waiver**

In the event that any party to these Terms of Use fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

## 20. **Previous Terms and Conditions**

In the event of any conflict between these Terms of Use and any prior versions thereof, the provisions of these Terms of Use shall prevail unless it is expressly stated otherwise.

## 21. **Third Party Rights**

Nothing in these Terms of Use shall confer any rights upon any third party. The agreement created by these Terms of Use is between you and Wamoozle Inc.

## 22. **Communications**

- 22.1 All notices / communications shall be given to us either by post to our Premises (see address above) or by email to support@luuma.freshdesk.com. Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.
- 22.2 Wamoozle Inc. may from time to time send you information about our products and/or services. If you do not wish to receive such information, please use the

unsubscribe function included in any email you receive from us.

## 23. **Law and Jurisdiction**

These Terms and Conditions and the relationship between you and Wamoozle Inc. shall be governed by and construed in accordance with the Law of Canada and Wamoozle Inc. and you agree to submit to the exclusive jurisdiction of the Courts of Canada.

## **Privacy Policy**

**Last updated: January 19, 2017**

Wamoozle Inc. ("us", "we", or "our") operates the [www.luumabeta.com](http://www.luumabeta.com); and [www.luuma.com](http://www.luuma.com) websites; and the LUUMA mobile device applications ( the "Service").

### **Privacy Policy Updates and Changes**

Our privacy policy may be updated and/or changed without notice. We reserve the right to do so at our sole discretion and may not notify you if this occurs. If this is important to you please check this privacy policy page from time to time as it is expected to remain posted on our website [www.luuma.com](http://www.luuma.com) at all times. There is more on our privacy policy at the end of this document.

### **Notices**

At our sole discretion, where we deem it reasonable, practical, or otherwise we may notify you with information, however we are not under any obligation to do so and do not undertake to make you aware of such notifications, actions, or plans in the past, present, or future.

### **Personal Information Collect, Use, Disclosure and Consent**

Personal Information may include but not limited to your name, email address, age, home address, phone number, marital status, income, credit history, medical information, education, employment information and social registration numbers. We are committed to providing our clients, customers, members ("you", "your" or "them") with quality service. Providing quality service may involve the collection, use and, at times, the disclosure of your Personal Information.

In an effort to provide quality service to you and in our efforts to comply with laws regarding the collection, use and disclosure of Personal Information, we feel it's important to inform you of why and how we collect, use and disclose Personal Information as well as obtain your consent and handle Personal Information according to Canadian applicable law.



From time to time your Personal Information may be accessed to update its accuracy.

This page is intended to inform you of our policies regarding the collection, use and disclosure of Personal Information when you use our Service. We will collect Personal Information that is necessary to fulfill the following purposes, but not necessarily limited to the following purposes:

- To verify your identity;
- To identify your preferences;
- To open and manage an account;
- To ensure you receive a high standard of service;
- To meet regulatory requirements;
- To perform business and marketing related operations;
- Other reasons as they apply to the goods and services requested.

Consent to collect, use or disclose Personal Information is required and it can be obtained one or more ways. In some cases, we can do so without your consent (see below). You can provide consent orally, in writing, electronically or through an authorized representative.

You provide implied consent where our purpose for collecting using or disclosing your Personal Information would be considered obvious or reasonable in the circumstances. Consent may also be implied where you have notice and a reasonable opportunity to opt-out of having your Personal Information used for mail-outs, marketing or fundraising and you do not opt-out.

We may collect, use or disclose Personal Information without consent:

- When permitted or required by law;
- In an emergency that threatens an individual's life, health, or personal security;
- When the Personal Information is available from a public source;
- When we require legal advice from a lawyer;
- For the purposes of collecting a debt or protection from fraud;
- Other legally established reasons.

We retain your Personal Information for the time necessary to fulfill the identified purposes or a legal or business purpose. We will make reasonable efforts to ensure that your Personal Information is accurate and complete. You may request correction to your Personal Information to ensure its accuracy and completeness. A request must be in writing and provide sufficient detail to identify your Personal Information and the correction being sought.

We will attempt to always use reasonable security measures such as passwords, encryption, firewalls, restricted employee access or other methods, in our discretion

when dealing with your Personal Information and also when destroying your Personal Information such as shredding documents or deleting electronically stored information, also in our discretion but cannot guarantee this 100%. We make no such claim to undertake to do so.

### **Log Data**

We may also collect information that your browser sends whenever you visit our Service or when you access the Service by or through a mobile device or any other connected device ("Log Data").

This Log Data may include information such as your computer's Internet Protocol ("IP") address, browser type, browser version, the pages of our Service that you visit, the time, date, and location of your visit, the time spent on those pages and other related statistics.

When you access the Service by or through a mobile device, this Log Data may include information such as the type of mobile device you use, your mobile device unique ID, the IP address of your mobile device, your mobile operating system, the type of mobile Internet browser you use and other statistics.

In addition, we may use third party services such as Google Analytics that collect, monitor and analyze this type of information in order to increase our Service's functionality. These third party service providers have their own privacy policies addressing how they use such information and you should read those policies.

### **Location Information**

Subject to the provisions regarding the use of your Personal Information, above, we may use and store information about your location. As such we may use this information for the purposes set out above or for other purposes, and specifically, to provide features of our Service, to improve and customize our Service, and/or for business and marketing purposes. You can disable location services when you use our Service at anytime, through your mobile device settings.

### **Cookies**

Cookies are files with small amount of data, which may include an anonymous unique identifier. Cookies are sent to your browser from a web site and stored on your computer's / device's drive or in memory.

We may use "cookies" to collect information. You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some or all portions of our Service. If you do not instruct your browser to refuse all cookies or to indicate when a cookie is being sent, your consent to our use of your Personal Information may be implied. Third party cookies from other services associated with the Service are used.



## **Service Providers**

We may employ third party companies and individuals to facilitate our Service, to provide the Service on our behalf, to perform Service-related services or to assist us in analyzing how our Service is used and/or marketed.

These third parties may have access to your Personal Information to perform these tasks on our behalf and if so are obligated not to disclose or use it for purposes outside of the intent of this privacy policy and their business purposes.

## **Communications**

We may use your Personal Information to contact you with newsletters, marketing or promotional materials and other information that may be of interest to you. You may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send.

## **Compliance With Laws**

As set out above, and for clarity, we will disclose your Personal Information where required to do so by law or subpoena or if we believe that such action is necessary to comply with Canadian law and the reasonable requests of Canadian law enforcement or to protect the security or integrity of our Service.

## **Business Transaction**

If Wamoozle Inc. is involved in a merger, acquisition or asset sale, your Personal Information may be transferred with the company and notice may not be given of our Service's involvement of such a business transaction. Personal Information if it is part of such business transaction may be transferred and may become subject to a different Privacy Policy.

## **Security**

The security of your Personal Information is important to us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Information, we cannot guarantee its absolute security.

## **International Transfer**

Your information, including Personal Information, may be transferred to — and maintained on — computers located outside of your area, region, country or other governmental jurisdiction where the data protection laws may differ than those from your jurisdiction.

If you are located outside or inside Canada and choose to provide information to us, please note that we deem the information transferred, including Personal Information, to Canada (regardless of the physical location of the servers) for processing whereby

later it may or may not be subsequently transferred or stored in Canada or any other country or moved between any location or country from time to time as we or our service networks see fit without notice. Regardless of where your information is actually stored or transferred from time to time it is considered for all intents and purposes to reside in Canada.

Your consent to this Privacy Policy followed by your submission of such information represents your agreement of any such transfer of your information to us that it will be considered to reside in Canada unless at our complete discretion you are advised otherwise.

### **Links To Other Sites**

Our Service may contain links to other sites that are not operated by us. If you click on a third party link and are directed to that third party's site, we strongly advise you to review their Privacy Policy and those of every site you visit.

We have no control over, and assume no responsibility for the content, privacy policies or practices of any third party sites or services.

### **Children's Privacy**

Our Software as a Service does not intend to address or solicit anyone under the age of 18 ("Minor") directly.

We do not knowingly collect personally identifiable information from Minors. If you are a parent or guardian and you are aware that your Minor has provided us with Personal Information, please contact us. If we become aware that we have collected Personal Information from Minors without verification of parental consent, steps to remove that information from our servers may be required.

### **Changes To This Privacy Policy**

We may update our Privacy Policy from time to time. We do not notify you of changes though when any changes are made they will be subsequently posted here to this page.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

If we make any material changes to this Privacy Policy, we may notify you either through the email address you have provided us, or by placing a prominent notice on our website, or by requiring you to consent prior to accessing the Service at a point of entry prior to logging into a session.

### **Contact Us**

If you have any questions about this Privacy Policy, please contact us by email [support@luuma.freshdesk.com](mailto:support@luuma.freshdesk.com)