



Trust + Security

Thousands of companies trust Stormboard — protecting you
and your data is our top priority.

Table of Contents

03 Security Summary

We are committed to building secure systems and processes, providing a highly available and durable application, and protecting your privacy and intellectual property.

04 Privacy Policy

This document outlines Stormboard's commitment to your privacy and outlines our policies and procedures to protect your information.

14 Terms of Service

This is an agreement between Stormboard and all users who interact with our website and software. All users are bound by this Terms of Service document and if you don't agree with the Terms of Service, you're not permitted to access Stormboard.

21 Customer Agreement

This is an agreement between a customer and Stormboard. It outlines things like payment terms, confidentiality, and the rights and responsibilities of the customer. All customers are bound by this Customer Agreement and if you don't agree with the Customer Agreement, you're not permitted to access Stormboard.

Note: [Enterprise Subscriptions](#) offer an Enterprise Customer Agreement which includes custom terms, a Service Level Agreement ("SLA") and a quarterly business review. Contact your sales rep for more information.

***All of this documentation can also be found online on our [Trust + Security](#) and [Legal](#) website pages.*

Stormboard Security Summary

Thousands of companies trust Stormboard — protecting you and your data is our top priority.

Security

STRONG DATA ENCRYPTION

All data transfer uses strong ciphers and protocols in transit and at rest.

SECURITY & PENETRATION TESTING

We contract certified security professionals to conduct an extensive security audit (penetration test and web application vulnerability tests).

HOSTED ON AWS

We use the industry's gold standard hosting provider, Amazon Web Services (AWS), to host all of Stormboard's services.

OPERATIONAL SECURITY

Access to Stormboard's systems, and your data, is restricted to only those who need access in order to provide you with the best support possible.

RISK MANAGEMENT

Stormboard conducts thorough and timely risk assessments. Security is the responsibility of everyone who works at Stormboard, and it is taken very seriously.

Privacy

We're committed to protecting your privacy and intellectual property. All data collected and stored follows GDPR compliance. View our Privacy Policy (<https://stormboard.com/legal/privacy-policy>) for a complete outline of how Stormboard manages and protects your privacy.

Reliability

CONTINUAL SERVICE MONITORING

Stormboard is monitored for system availability, data breaches, and other anomalies.

DATA RETENTION & BACKUPS

Stormboard stores all customer data on fully redundant storage systems, and utilizes a multi-tiered backup approach. Customer data is backed up offsite during a nightly full system backup.

AVAILABILITY & REDUNDANCY

Every Stormboard service has been designed to be highly available using AWS Autoscaling Groups and Multi-AZ Deployments. Impaired services automatically failover to reduce downtime.

QUALITY

Stormboard maintains and follows formal change management processes to ensure highly qualified, stable, and well-performing code.

INCIDENT MANAGEMENT

All incidents are tracked by operations management until resolved, and closed incidents are reviewed by operations personnel for appropriate resolution.

SOC 2 Certification

Stormboard has been certified by an independent auditor and complies with the requirements of Service Organization Control (SOC) 2 certification.



Privacy Policy

Your privacy is important to us. This Privacy Policy outlines how Stormboard manages and protects your privacy. "We", "our", "us" and "Stormboard" refer to the Alberta, Canada corporation Edistorm Inc.

It is Stormboard's policy to respect your privacy regarding any information we may collect from you in our online collaborative sticky note and whiteboard software, website at <https://stormboard.com/> and associated mobile and desktop applications (the "Service(s)"), and across our website, <https://stormboard.com>, and other sites we own and operate, and all interactions you have with Stormboard.

By accessing the Service, you accept the terms of this Privacy Policy and consent to our collection, use, disclosure and retention of your information as described herein (including allowing us to contact you), and for all other purposes permitted under applicable personal information privacy statutes, anti-spam legislation, and consumer protection laws.

If you do not agree with any portion of this policy, you are prohibited from using or accessing the Service.

1. About The Customer

A project or instance of the Services in Stormboard is a ("Storm"). For Storms on a personal/free account plan ("Personal Storms"), the creator of the Storm is the Customer and controls that Storm and any associated Customer Data in that Storm.

For Storms on a paid subscription plan ("Team Storms"), the organization (e.g., your employer or another entity or person) that entered the Customer Agreement is the Customer and controls all Storms and any associated Customer Data.

For more information on the relationship between Stormboard and the Customer, please refer to the Customer Agreement.

All individuals that access Stormboard require an account. Individuals granted access to a Storm by a Customer are "Authorized Users". All Authorized Users are bound by our Terms of Service.

2. Information We Collect

Stormboard may collect and receive Customer Data and Other Data (collectively, "Information") in a variety of ways:

- **Customer Data**
Authorized Users submit text, ideas, comments, votes, images, sketches, videos, documents, links, and other content to Storms while using the Service ("Customer Data").
- **Other Data**
Stormboard collects, generates and/or receives Other Data:

- **Personal Information**

Certain visitors to Stormboard's websites choose to interact with Stormboard in ways that require Stormboard to gather personally-identifying information. The amount and type of information that Stormboard gathers depends on the nature of the interaction. For example, we ask visitors who sign up for our Services to provide a name, username, company name, photo and email address. If you use our social logins to create/login to an account this provides us with limited access to your social media profile.

In addition, Customers that purchase a paid version of the Services provide Stormboard (or its payment processors) with billing details such as credit card information, banking information and/or a billing address and phone number.

- **Business Data**

Business data refers to data that accumulates over the normal course of operation on our platform. This may include transaction records, stored files, user profiles, emails, customer support transcripts, interaction with our social media accounts, analytics data and other metrics, as well as other types of information, created or generated, as users interact with our Services.

- **Log Data**

When you visit our website, our servers may automatically log the standard data provided by your web browser. It may include your computer's Internet Protocol (IP) address, your browser type and version, the pages you visit, the time and date of your visit, the time spent on each page, and other details.

- **Device Data**

We may also collect data about the device you're using to access our website. This data may include the device type, operating system, unique device identifiers, device settings, and geo-location data. What we collect can depend on the individual settings of your device and software. We recommend checking the policies of your device manufacturer or software provider to learn what information they make available to us.

- **Third-Party Services**

The Customer and/or Authorized Users can enable/disable Third-Party Services to their Services (for example Box or One Drive). Enabled Third-Party Services may share certain information with Stormboard in order to authenticate and facilitate the integration in accordance with our agreement with the Third-Party Provider. Authorized Users should check the privacy settings and notices in Third-Party Services to understand what data may be disclosed. We do not receive or store passwords for any Third-Party Services when connecting them to the Services.

Use of the YouTube integration is covered by their [Terms of Service](#) and Google's [Privacy Policy](#).

- **Contact Information**

In accordance with the consent process provided by an Authorized User, any contact information that an Authorized User chooses to import (such as an address book from a device) is collected when using the Services.

- **Third-Party Data**

Stormboard may receive data about organizations, industries, website visitors, marketing campaigns and other matters related to our business from parent corporation(s), affiliates and subsidiaries, our partners, or others that we use to make our own information better or more useful. This data may be combined with Other Data we collect and might include aggregate level data.

You are under no obligation to provide any Information. However, certain Information is collected automatically and, without some Information we may be unable to provide the Services.

3. Legal Basis For Processing

We will process your Personal Information lawfully, fairly, and in a transparent manner. We collect and process information about you only where we have legal basis for doing so.

This legal basis depends on the Services you use and how you use them, meaning we collect and use your information only when:

- It's necessary for the performance of a contract to which you are a party or to take steps at your request before entering into a contract (for example, when we provide a service you request from us);
- It satisfies a legitimate interest (which is not overridden by your data protection interests), such as for research and development, to market and promote our Services, and to protect our legal rights and interests;
- You give us consent to do so for a specific purpose (for example, you might consent to us sending you our newsletter); or
- We need to process your data to comply with a legal obligation.

Where you consent to our use of information about you for a specific purpose, you have the right to change your mind at any time (but this will not affect any processing that has already taken place).

4. Data Security

Stormboard cares about the security of your Information. We strive to use commercially acceptable means to protect your Information to prevent loss and theft, as well as unauthorized access, disclosure, copying, use, or modification. That said, we advise that no method of transmission over the Internet, or method of electronic storage is 100% secure and we cannot guarantee its absolute security.

5. How We Use Customer Data

The privacy, confidentiality and security of your Customer Data is important to us.

- **Customer/Authorized Users Access to Customer Data**

All Storms are private and available only to Authorized Users that have been specifically invited to them.

The Customer or other members of your team do not automatically gain access to all Storms, and that Storm's Customer Data belonging to your team, and must be invited to each Storm individually. Enterprise Customers have access to additional privacy and Storm access settings to further prevent access to Storms.

The Customer has the right to take any action they deem appropriate including transferring, modifying, and/or deleting a Storm or Customer Data that an Authorized User has contributed.

If the Customer is your employer and/or your Stormboard account is registered using your corporate email domain, that organization has the right to replace you as the Customer. We will provide you with notice should this happen and you agree to take any actions reasonably requested by us or the organization to facilitate the transfer of authority to a new representative.

Stormboard is not responsible for any use, disclosure, modification or deletion of Customer Data by an Authorized User.

If you have any questions about specific Storm settings and privacy practices, please contact the Customer whose Storm you are participating in.

- **Stormboard Access to Customer Data**

All Stormboard employees are required to have a background check, sign confidentiality agreements and are specifically trained to respect the privacy and confidentiality of your Customer Data.

Stormboard will not use, modify, delete or view your Storms without an explicit invite from you or one of your Authorized Users. This is most often done to assist with a technical support issue or by our customer success team in helping you use Stormboard better. After these sessions, we remove ourselves from the Storm and to regain access requires a new invite.

Stormboard will use and process the Customer Data to provide the Services. Customer Data will be used by Stormboard in accordance with the Customer's instructions, including any applicable terms in the Terms of Use, Customer Terms of Service and Customer's use of Services, and as required by applicable law.

Stormboard is a processor of Customer Data and the Customer is the controller. The Customer may, for example, use the Services to grant and remove access to a Storm, assign roles and configure settings, access, modify, export, share and remove Customer Data and otherwise apply its policies to the Services.

6. How We Use Other Data

We may collect, hold, use and disclose information for the following purposes, and Personal Information will not be further processed in a manner that is incompatible with these purposes:

- To provide you with our Services;
- To enable us to update, improve and maintain our Services to make them as useful as possible;

- To enable us to prevent, investigate, secure and protect our Services;
- To process any transactional or ongoing payments;
- For internal record keeping and administrative purposes;
- For analytics, market research and business development, including to operate and improve our Services;
- To run competitions and/or offer additional benefits to you;
- For advertising and marketing, including to send you promotional information about our products and Services and information about third parties that we consider may be of interest to you;
- To comply with our legal obligations and resolve any disputes that we may have.
- Some communications from Stormboard are optional and you can change your notification settings at any time.
- Some communications you cannot opt out of as they are considered part of the Services:
- Technical, account and administrative emails.
- Responding to your inquiries (e.g. incoming customer service requests).
- Billing (e.g. receipts and credit card date expiry), account management emails (e.g. password change requests).

7. Disclosure of Personal Information

Stormboard may provide Personal Information to Third-Parties and vendors that act as agents, business partners, consultants, and contractors to perform tasks on behalf of and under our instructions such as technical support, client education, billing, analytics, and communication.

We may disclose Personal Information to:

- Third party service providers to enable them to provide their services, including (without limitation) IT service providers, data storage, web-hosting and server providers, debt collectors, maintenance or problem-solving providers, marketing or advertising providers, professional advisors and payment systems operators;
- Our employees, contractors and/or related entities;
- The organization related to your corporate email domain for the purposes of corporate procurement and usage analysis.
- Courts, tribunals, regulatory authorities and law enforcement officers, as required by law, in connection

with any actual or prospective legal proceedings, or in order to establish, exercise or defend our legal rights;

- Third parties, including agents or sub-contractors, who assist us in providing information, products, services or direct marketing to you; and
- Third parties to collect and process data.

8. International Transfers of Personal Information

The Personal Information we collect is stored and processed in United States and Canada, or where we or our partners, affiliates and third-party providers maintain facilities. By providing us with your Personal Information, you consent to the disclosure to these third parties.

We will ensure that any transfer of Personal Information from countries in the European Economic Area (EEA) to countries outside the EEA will be protected by appropriate safeguards, for example by using standard data protection clauses approved by the European Commission, or the use of binding corporate rules or other legally accepted means.

Where we transfer Personal Information from a non-EEA country to another country, you acknowledge that third parties in other jurisdictions may not be subject to similar data protection laws to the ones in our jurisdiction. There are risks if any such third party engages in any act or practice that would contravene the data privacy laws in our jurisdiction and this might mean that you will not be able to seek redress under our jurisdiction's privacy laws.

9. Your Rights and Controlling Your Personal Information

Choice and consent: By providing Personal Information to us, you consent to us collecting, holding, using and disclosing your Personal Information in accordance with this Privacy Policy.

Our Services are not directed to children, and you may not use our services if you are under the age of 13. You must also be old enough to consent to the processing of your Personal Information in your country (in some countries we may allow your parent or guardian to do so on your behalf.)

We do not knowingly collect personal information from children under 13. If you become aware that anyone younger than 13 has unlawfully provided us with Personal Information, please contact us and we will take steps to delete such information.

You do not have to provide Personal Information to us, however, if you do not, it may affect your use of this website or the products and/or Services offered on or through it.

Information from third parties: If we receive Personal Information about you from a third party, we will protect it as set out in this Privacy Policy. If you are a third party providing Personal Information about somebody else, you represent and warrant that you have such person's consent to provide the Personal Information to us.

Restrict: You may choose to restrict the collection or use of your Personal Information. If you have previously agreed to us using your Personal Information for direct marketing purposes, you may change your mind at any time by contacting us using the details below. If you ask us to restrict or limit how we process your Personal Information, we will let you know how the restriction affects your use of our Services.

Access and data portability: You may request details of the Personal Information that we hold about you. You may request a copy of the Personal Information we hold about you. Where possible, we will provide this information in CSV format or other easily readable machine format. You may request that we erase the Personal Information we hold about you at any time. You may also request that we transfer this Personal Information to another third party.

Correction: If you believe that any information we hold about you is inaccurate, out of date, incomplete, irrelevant or misleading, please contact us using the details below. We will take reasonable steps to correct any information found to be inaccurate, incomplete, misleading or out of date.

Notification of data breaches: In the event that any Customer Data or Personal Information under our control is compromised as a result of a breach of security, we will take reasonable steps to investigate the situation and, where appropriate, notify those individuals whose information may have been compromised and take other steps, in accordance with any applicable laws and regulations.

Complaints: If you believe that we have breached a relevant data protection law and wish to make a complaint, please contact us at security@stormboard.com and provide us with full details of the alleged breach. We will promptly investigate your complaint and respond to you, in writing, setting out the outcome of our investigation and the steps we will take to deal with your complaint. You also have the right to contact a regulatory body or data protection authority in relation to your complaint.

Unsubscribe: To unsubscribe from our email database or opt-out of communications (including marketing communications), please change your notification settings or opt-out using the opt-out facilities provided in the communication.

Delete your Account: Deleting your account will remove your Personal Information from the Service but will not delete the Customer Data you contributed as it is controlled by the Customer. All Customer Data you contributed will be attributed to an anonymous user without any relation to your Personal Information. You will not be able to access your original Storms or Customer Data, even if you create a new account.

10. Information Storage

- **Customer Data**

Stormboard will retain Customer Data in accordance with a Customer's instructions, including any applicable terms in the Customer Agreement and Customer's use of Services functionality, and as required by applicable law. Depending on the Services plan, the Customer may be able to customize its retention settings and apply those customized settings at the Team level, Storm level, or other level.

The deletion of Customer Data and other use of the Services by the Customer may result in the deletion and/or de-identification of certain associated Information.

- **Other Data**

Stormboard may retain Other Information pertaining to you for as long as necessary for the purposes described in this Privacy Policy. This may include keeping your Information after you have deactivated your account for the period of time needed for Stormboard to pursue legitimate business interests, conduct audits, comply with (and demonstrate compliance with) legal obligations, resolve disputes and enforce our agreements.

11. Cookies

We use cookies to help improve your Stormboard experience. This cookie policy covers the use of cookies between your device and our Service. We also provide basic information on third-party services we may use, who may also use cookies as part of their service, though they are not covered by our policy.

What is a cookie?

A cookie is a small piece of data that a website stores on your device when you visit, typically containing information about the website itself, a unique identifier that allows the website to recognize your web browser when you return, additional data that serves the purpose of the cookie, and the lifespan of the cookie itself.

Cookies are used to enable certain features (e.g. logging in), to track site usage (e.g. analytics), to store your user settings (e.g. time zone, notification preferences), and to personalize your content (e.g. advertising, language).

Cookies set by the website you are visiting are normally referred to as "first-party cookies", and typically only track your activity on that site. Cookies set by other sites and companies (ie. third parties) are called "third-party cookies", and can be used to track you on other websites that use the same third-party service.

Types of cookies and how we use them:

Essential Cookies

Essential cookies are crucial to your experience of a website, enabling core features like user logins, account management, and payment processing. We use essential cookies to enable certain functions on our website.

Performance Cookies

Performance cookies are used in the tracking of how you use a website during your visit, without collecting Personal Information about you. Typically, this information is anonymous and aggregated with information tracked across all website users, to help us understand visitor usage patterns, identify and diagnose problems or errors that users may encounter, and make better strategic decisions in improving the audience's overall website experience. These cookies may be set by the website you're visiting (first-party) or by third-party services. We use performance cookies on our website.

Functionality Cookies

Functionality cookies are used in collecting information about your device and any settings you may configure on the website you're visiting (like language and time zone settings). With this information, we can provide you with customized, enhanced, or optimized content and services. These cookies may be set by the website you're visiting (first-party) or by third-party service. We use functionality cookies for selected features on our site.

Targeting/Advertising Cookies

Targeting/advertising cookies are used in determining what promotional content is more relevant and appropriate to you and your interests. We may use them to deliver targeted advertising or to limit the number of times you see an advertisement. This helps us improve the effectiveness of the campaigns and the quality of content presented to you. These cookies may be set by us (first-party) or by third-party services. Targeting/advertising cookies set by third-parties may be used to track you on other websites that use the same third-party service. We use targeting/advertising cookies on our site.

Third-Party Cookies On Our Site

We may employ third-party companies and individuals on our websites. For example, analytics providers and content partners. We grant these third parties access to select information to perform specific tasks on our behalf. They may also set third-party cookies to deliver the services they are providing. Third-party cookies can be used to track you on other websites that use the same third-party service. As we have no control over third-party cookies, they are not covered by Stormboard's cookie policy.

Our Third-Party Privacy Promise

We review the privacy policies of all our third-party providers before enlisting their services to ensure their practices align with ours. We will never knowingly include third-party services that compromise or violate the privacy of our users.

How You Can Control or Opt Out of Cookies

If you don't wish to accept cookies from us, you should instruct your browser to refuse cookies from <https://stormboard.com>, with the understanding that we may be unable to provide you with some of your desired content and Services. Most browsers are configured to accept cookies by default, but you can update these settings to either refuse cookies altogether, or to notify you when a website is trying to set or update a cookie. If you browse websites from multiple devices, you may need to update your settings on each individual device.

12. Business Transfers

If Stormboard engages in a merger, acquisition, bankruptcy, dissolution, reorganization, sale of some or all of Stormboard's assets or stock or a similar transaction, or steps in contemplation of such activities (e.g. due diligence), some or all Information may be shared or transferred, subject to standard confidentiality arrangements.

13. Identifying the Data Controller and Processor

Data protection law in certain jurisdictions differentiates between the "controller" and "processor" of information. In general, the Customer is the controller of Customer Data. In general, Stormboard is the processor of Customer Data and the controller of Other Data.

Edistorm Inc. (operating as Stormboard), a Canadian company based in Edmonton, Alberta, Canada is the controller of Other Data and a processor of Customer Data relating to Authorized Users who use Storms established for Customers.

To Contact Stormboard's Data Controller email: privacy@stormboard.com

To Contact Stormboard's Data Protection Officer email: privacy@stormboard.com

14. Limits Of Our Policy

Our website may link to external sites that are not operated by us. Please be aware that we have no control over the content and policies of those sites, and cannot accept responsibility or liability for their respective privacy practices.

15. Changes to This Policy

At our discretion, we may change our Privacy Policy to reflect current acceptable practices. We will take reasonable steps to let users know about changes via our website. If you disagree with the privacy policy, you should discontinue use of the Service. Your continued use of this site after any changes to this policy will be regarded as acceptance of our practices around privacy and Personal Information.

16. Contacting Stormboard

If you have any questions about the Privacy Policy, please contact us.

Stormboard
#400 8540 109th St.
Edmonton Alberta
Canada T6G 1E6

legal@stormboard.com

Terms of Service

Terms of Service ("Terms", "Terms of Service") forms a binding "Contract" between you an Authorized User (defined below) and Stormboard. "We", "our", "us" and "Stormboard" refer to the Alberta, Canada corporation Edistorm Inc.

By accessing Stormboard's online collaborative sticky note and whiteboard software, website at <https://stormboard.com/> and associated mobile and desktop applications (the "Service(s)"), you are agreeing to be bound by this Terms of Service, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws.

These Terms apply to all Authorized Users, visitors, users, and others who access or use the Service. If you do not agree with any of these terms, you are prohibited from using or accessing the Service.

1. About the Customer

A project or instance of the Services in Stormboard is a ("Storm"). For Storms on a personal/free account plan ("Personal Storms"), the creator of the Storm is the Customer and controls that Storm and any associated Customer Data in that Storm.

For Storms on a paid subscription plan ("Team Storms"), the organization (e.g., your employer or another entity or person) that entered the Customer Agreement is the Customer and controls all Storms and any associated Customer Data.

For more information on the relationship between Stormboard and the Customer, please refer to the Customer Agreement.

All individuals that access Stormboard require an account. Individuals granted access to a Storm by a Customer are "Authorized Users". All Authorized Users are bound by these Terms of Service and our Privacy Policy.

Authorized Users submit text, ideas, comments, votes, images, sketches, videos, documents, links and other content to Storms while using the Service ("Customer Data").

The Customer owns all rights to Customer Data in a Storm. When you submit Customer Data to a Storm, you acknowledge and agree that Customer Data is owned by the Customer and the Customer controls what happens to it including modification, deletion, disclosure, or even removing your access to that Customer Data.

You understand and agree that Stormboard doesn't control the Customer Data and that it's the Customer's responsibility to:

- Inform you and any Authorized Users of any relevant Customer policies that may impact the processing of Customer Data.

- Obtain any rights, permissions or consents from you and any Authorized Users that are necessary for the lawful use, transfer and processing of Customer Data.
- Respond to and resolve any dispute with you and any Authorized User relating to or based on Customer Data.

These Terms of Service remain effective unless your access to the Services has been terminated by you, the Customer, or Stormboard. Please contact the Customer if you at any time, or for any reason, wish to terminate your account, including due to a disagreement with any updates to the Terms of Service.

2. License

Subject to this Terms of Service, Stormboard grants the Authorized User a non-transferable, non-exclusive license to access and use the Services. Nothing in this Agreement grants the Authorized User any interest in the Services except as stated in this Agreement, and the Services are, and shall remain, the property of Stormboard.

The Authorized User will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party, except for employees of Customer's affiliates for which the Customer may grant Authorized User status; attempt to scan or probe nor attempt to hack, defeat or compromise any security measures of Services or any systems or networks operated by the Company or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to the Customer for use on the Customer, or Customer's affiliate's, premises or devices, the Company hereby grants the Customer a non-exclusive, non-transferable, except to its affiliates, non-sublicensable license to use such Software during the Term only in connection with the Services.

This license shall automatically terminate if you violate any of these restrictions and may be terminated by Stormboard at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession, whether in electronic or printed format. Any use of or access to the Service by anyone under the age of 13 or the minimum legal age in your country is prohibited.

3. Account Security

You are the sole Authorized User of your account. Stormboard requires each user to have their own unique username and users may not share accounts. You shall use commercially reasonable means to maintain the confidentiality of your password and login credentials, and for all activities that transpire on the Services with your account. It is your responsibility to notify Stormboard immediately if you notice any unauthorized access or use of your account or password or any other break of security. Stormboard shall not be held liable for any loss

and/or damage arising from any failure to comply with the terms and/or conditions of this Terms of Service.

4. Privacy

Every Authorized User's account information and other Personal Information are strictly protected by Stormboard's Privacy Policy. Please refer to this policy for more information on how we keep your information private.

5. Conduct

As an Authorized User, you acknowledge, understand, and agree that the accuracy, integrity and quality of all Customer Data is the sole responsibility of the Authorized User who submitted, imported, or otherwise contributed it. In short, this means that you are responsible for all Customer Data you add to the Services and as such we cannot guarantee the accuracy, integrity, or quality of such Customer Data.

The Authorized User represents, covenants, and warrants that they will use the Service(s) only in compliance with Stormboard's standard published policies then in effect and all applicable laws and regulations.

The Authorized User hereby agrees to indemnify and hold harmless Stormboard against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from the Authorized User's use of Services. Although the Company has no obligation to monitor the Authorized User's use of the Services, the Company may do so and may prohibit any use of the Services it believes may be (or is alleged to be) in violation of the foregoing.

Your Obligations

- Comply with these Terms of Service and the Privacy Policy.
- Comply with all applicable laws and governmental regulations, including, but not limited to, all intellectual property, data, privacy, and export control laws, and regulations promulgated by any government agencies.
- Promptly notify us if you become aware of, or reasonably suspect, any illegal or unauthorized activity or a security breach involving your accounts or teams, including any loss, theft, or unauthorized disclosure or use of a username, password, account, or Customer Data.
- If your employer has rights to intellectual property you create, you have either (i) received permission from your employer to post or make available the Customer Data, or (ii) secured from your employer a waiver as to all rights in or to the Customer Data.

Types of Customer Data Not Permitted

- Customer data deemed unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar,

obscene, libelous, or invasive of another's privacy or which is hateful and/or racially, ethnically, or otherwise objectionable.

- Customer Data that may infringe upon any patent, copyright, trademark, or any other proprietary, or intellectual property rights of another party.
- Customer Data that you do not personally have any right to offer pursuant to any law or in accordance with any contractual or fiduciary relationship.
- Customer Data offering any unsolicited or unauthorized advertising, promotion, "junk mail", "spam" or any other form of solicitation.
- Customer Data that contains or installs any viruses, worms, malware, Trojan horses, or other harmful or destructive content.

Prohibited Uses

You are prohibited from using the Services for the purpose of:

- Causing harm to minors in any manner whatsoever.
- Impersonating an individual or entity, including, but not limited to, any Stormboard officials or falsely stating or otherwise misrepresenting any affiliation with an individual or entity.
- Disrupting the normal flow of communications, or otherwise acting in any manner that would negatively affect other users' ability to access the Service.
- Intentionally, or unintentionally, violating any local, state, federal, national, or international law.
- "Stalking" or other with the intent to otherwise harass another individual.
- Collecting or storing any Personal Information including email addresses relating to any other member or user in connection with the prohibited conduct and/or activities set forth above.
- Building a similar or competitive product or service or to copy any ideas, features, functions, or graphics of the Services.

Prohibited Actions

- Accessing a Storm if you are not the intended recipient of the Customer's invitation to the Storm and Services.
- Creating an account or username using the name of another person or entity or that is not lawfully available for use, a name or trade mark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.
- Creating accounts in bulk by any means other than our publicly supported interfaces.

- Attempting to gain unauthorized access to the Services or related systems or networks.
- Sending unsolicited communications, promotions or advertisements, or spam.
- Using information, including email addresses, to contact Authorized Users outside of the Services without their express permission.
- Authorizing, permitting, enabling, inducing, or encouraging any third-party to breach any of the above Conduct statements.

6. Limitation of Liability

If we believe that there is a violation of the Contract, Terms of Service, Customer Agreement, Privacy Policy or any of our other policies that can simply be remedied by the Customer's removal of certain Customer Data or taking other action, we will, in most cases, ask the Customer to take action rather than intervene. We may directly step in and take what we determine to be appropriate action (including disabling your account) if the Customer does not take appropriate action or we believe there is a credible risk of harm to us, the Services, the Authorized Users, or any third parties.

In no event shall Stormboard, or its suppliers, be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the Services, even if Stormboard or an authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

7. Disclaimer And Non-Waiver of Rights

Stormboard makes no guarantees, representations or warranties of any kind as regards to the Services and associated technology. Any purportedly applicable warranties, terms and conditions are excluded, to the fullest extent permitted by law. Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance, except as provided for under the laws of Alberta, Canada.

Stormboard its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

If you breach any of these Terms of Service and Stormboard chooses not to immediately act, or chooses not to act at all, Stormboard will still be entitled to all rights and remedies at any later date, or in any other situation, where you breach these Terms. Stormboard does not waive any of its rights. Stormboard shall not be responsible for any purported breach of these Terms caused by circumstances beyond its control. A person who is not a party to these Terms shall have no rights of enforcement.

8. Severability

The Terms of Service will be enforced to the fullest extent permitted under applicable law. If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

9. Assignment

You may not assign any of your rights or delegate your obligations under the Terms of Service whether by operation of law or otherwise, without the prior written consent of us (not to be unreasonably withheld). We may assign these Terms of Service in their entirety (including all terms and conditions incorporated herein by reference), without your consent, to a corporate affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets.

10. Accuracy of Materials

The materials appearing on the Services could include technical, typographical, or photographic errors. Stormboard does not warrant that any of the materials on the Services are accurate, complete or current. Stormboard may make changes to the materials contained on its Services at any time without notice.

11. User Feedback

The only way we can make Stormboard better is with feedback from our amazing users. If an Authorized User sends us ideas or suggestions on how to improve our Services, they grant us an unlimited, irrevocable, perpetual, sub-licensable, transferable, royalty-free license to use any ideas or suggestions for any purpose without any obligation or compensation to the Authorized User or the Customer.

12. Links

Stormboard has not reviewed all of the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by Stormboard of the site. Use of any such linked website is at the user's own risk.

13. Copyright Infringement and DMCA Policy

As Stormboard asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by Stormboard violates your copyright, you are encouraged to notify us. Stormboard will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material.

14. Changes to the Terms

Stormboard reserves the right, at its sole discretion, to modify or replace any part of this Terms of Service. It is your responsibility to check the Terms of Service periodically for changes. Any changes to the Terms of Service become effective on the date we publish the change. Use of the Services after the effective date of any changes to the Terms of Service constitutes your acceptance of the revised Terms of Service.

15. Governing Law

The Terms of Service and any disputes arising out of or related hereto, will be governed exclusively to the laws of Alberta, Canada or by the same applicable governing law of the Contract ("Governing Venue") and you irrevocably submit to the exclusive jurisdiction of the courts in that location.

The courts located in the Governing Venue will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to the Terms of Service, or its formation, interpretation or enforcement. In any action or proceeding to enforce rights under the Terms of Service, the prevailing party will be entitled to recover its reasonable costs and attorney's fees.

16. Entire Agreement

The Terms of Service, including any terms incorporated by reference into the Privacy Policy or Customer Agreement, constitute the entire agreement between you and us and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.

17. Contacting Stormboard

If you have any questions about the Terms of Service, please contact us.

Stormboard
#400 8540 109th St.
Edmonton Alberta
Canada T6G 1E6

legal@stormboard.com

Customer Agreement

This Customer Agreement describes your rights and responsibilities when using Stormboard's online collaborative sticky note and whiteboard software, website at <https://stormboard.com/> and associated mobile and desktop applications (the "Service(s)"). "We", "our", "us" and "Stormboard" refer to the Alberta, Canada corporation Edistorm Inc.

If you are a Customer (defined below), this Customer Agreement and if applicable your Written Contract with us, together form a binding "Contract" between the Customer and Stormboard. To the extent of any conflict or inconsistency between the provisions of the Customer Agreement and a written contract, the written contract will prevail.

All individuals that access Stormboard require an account. Individuals granted access to a project or instance of the Services (a "Storm") by a Customer are "Authorized Users". All Authorized Users are bound by the Terms of Service and our Privacy Policy.

If you are an individual granted access to a Storm by a Customer you should instead refer to our Terms of Service.

Our Service allows Authorized Users to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("Customer Data").

By accessing the Services as a Customer, you are agreeing to be bound by this Contract, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws.

If you do not agree with any of these terms of this Contract, you are prohibited from using or accessing this Service.

1. About The Customer

For Storms on a personal/free account plan ("Personal Storms"), the creator of the Storm is the Customer and controls that Storm and any associated Customer Data in that Storm.

For Storms on a paid subscription plan ("Team Storms"), the organization (e.g., your employer or another entity or person) that entered the Customer Agreement is the Customer and controls all Storms and any associated Customer Data.

2. Personal/Free Account Plan

A Customer's use of Personal Storms is subject to any additional terms that we specify and is only permitted for the period designated by us. You may not use Personal Storms for competitive analysis or similar purposes and we may terminate your right to use Personal Storms at any time and for any reason in our sole discretion, without liability to you.

Stormboard has the right to add, change, delete, discontinue or impose conditions on Personal Storms or any feature or aspect of the Service.

3. Paid Subscriptions

Some parts of the Service are billed on a subscription basis ("Subscription(s)"). You will be billed on a recurring and periodic basis ("Billing Cycle"). Billing Cycles are set either on a monthly or annual basis, depending on the type of Subscription you select. A subscription may be entered into through the Services interface at <https://stormboard.com/pricing> or via an order form entered between the Customer and Stormboard.

Your Subscription allows you to purchase additional services should you choose to do so. You will be charged for any purchases of additional services at the time of purchase. Stormboard has the right to add, change, delete, discontinue or impose conditions on Subscriptions or any feature or aspect of the Service.

At the end of each Billing Cycle, your Subscription will automatically renew unless you cancel it or Stormboard cancels it. You may cancel your Subscription renewal through your online account management.

A valid payment method, including credit card, is required to process the payment for your Subscription. You shall provide Stormboard with accurate and complete billing information. By submitting such payment information, you automatically authorize Stormboard to charge all Subscription fees and fees for additional services incurred through your account to any such payment instruments.

The Company will use commercially reasonable efforts to provide the Customer the Services in accordance with this Contract. The service level and capabilities will vary based on the Subscription the Customer is subscribed to.

All Subscriptions are priced per user and are denominated in US Dollars (USD) unless otherwise specified.

Adding Users to Your Subscription

- Monthly Subscriptions – All users that join a Team Storm are added to your Subscription and increase your monthly bill.
- Annual Subscriptions – The Customer orders a set number of seats and once they reach capacity, the Customer must place an order for add additional seats before additional Authorized Users can access the Service. Additional seats are prorated for the term remaining in the current Subscription.

Removing Users From Your Subscription

- You can disable any Authorized Users who aren't in any active Team Storms on your Subscription.
- Monthly Subscriptions – After disabling an Authorized User, that user won't be billed on following Billing Cycle unless they become re-enabled.
- Annual Subscriptions – The Authorized User will be disabled and a new user can use their seat license immediately.

4. Payment Terms

For monthly Subscriptions, all payments are made monthly by credit card at the end of the monthly Subscription term for the maximum number enabled of Authorized Users.

For our annual Subscriptions, all payments are made in advance by credit card.

For Customers on certain annual Subscriptions, we may agree to invoice Customer by email. Full payment must be received within thirty (30) days from the invoice date. Invoices will be sent 30 days prior to subscription renewal.

5. Non-Payment of Subscription

Should credit card billing fail to occur for any reason, (for example your credit card has expired), we will notify you via email three (3) times, over a number of days, to allow you to update the credit card information. After the third notification, your account will be locked and all Team Storms will be inaccessible by any Authorized Users until the payment has been received.

If any fees owed to us by the Customer (excluding amounts disputed reasonably and in good faith) are 30 days or more overdue, we may lock your account and all Team Storms will be inaccessible by any Authorized Users until the payment has been received.

6. Free Trial

Stormboard may, at its sole discretion, offer a Subscription with a free trial for a limited period of time ("Free Trial"). You may be required to enter your billing information in order to sign up for the Free Trial.

If you do enter your billing information when signing up for the Free Trial, you will not be charged by Stormboard until the Free Trial has expired. Thirty days after the Free Trial period, unless you cancelled your Subscription, you will be automatically charged the applicable Subscription fees for the type of Subscription you have selected. At any time and without notice, Stormboard reserves the right to (i) modify the terms and conditions of the Free Trial offer, or (ii) cancel such Free Trial offer.

7. Fee Changes

The Company reserves the right to change the Subscription fees or applicable charges and to institute new charges and fees. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.

Stormboard will provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

8. Refunds

Payment obligations are non-cancelable and except as expressly stated in the Contract, fees paid are non-refundable, except when required by law.

9. Customer Responsibilities

A Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party, except for employees of Customer's affiliates for which the Customer may grant Authorized User status; attempt to scan or probe nor attempt to hack, defeat or compromise any security measures of Services or any systems or networks operated by the Company or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to the Customer for use on the Customer, or Customer's affiliate's, premises or devices, the Company hereby grants the Customer a non-exclusive, non-transferable, except to its affiliates, non-sublicensable license to use such Software during the Term only in connection with the Services.

The Customer represents, covenants, and warrants that they will use the Services only in compliance with Stormboard's standard published policies then in effect and all applicable laws and regulations. The Customer hereby agrees to indemnify and hold harmless the Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from the Customer's use of Services. Although the Company has no obligation to monitor the Customer's use of the Services, the Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Stormboard's standard published policies then in effect and all applicable laws and regulations.

The Customer shall be responsible for obtaining and maintaining any equipment and ancillary services for Authorized Users to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). The Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and Authorized User passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

The Customer shall be responsible to grant access to the Services to Authorized Users and shall be responsible for enabling and disabling Authorized Users and control their access to the Services.

The Customer shall be responsible to make sure all Authorized Users adhere to the Participant Terms of Use and Privacy Policy.

10. Privacy

Every Customer's and Authorized User's account information and other Personal Information are strictly protected by Stormboard's Privacy Policy. Please refer to this policy for more information on how we keep your information private.

11. Confidentiality

Except as otherwise set forth in this Agreement, Stormboard and the Customer agree that all code, inventions, know-how, business, technical and financial information disclosed to such party ("Receiving Party") by the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Proprietary Information"), provided that it is identified as confidential at the time of disclosure. Any Stormboard technology, non-public information regarding features, functionality and performance of the Service shall be deemed Proprietary Information without any marking or further designation. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

12. Customer Data

You are responsible for the Customer Data your Authorized Users post to the Service, including its legality, reliability, and appropriateness.

The Customer owns all rights to Customer Data in a Storm. When an Authorized User submits Customer Data to a Storm, you acknowledge and agree that the Customer Data is owned by the Customer and the Customer controls what happens to it including modification, deletion, disclosure or even removing your access to that Customer Data.

You understand and agree that Stormboard doesn't control the Customer Data and that it's the Customer's responsibility to:

- Inform Authorized Users of any relevant Customer policies that may impact the processing of Customer Data.
- Obtain any rights, permissions or consents from Authorized Users that are necessary for the lawful use, transfer and processing of Customer Data.
- Respond to and resolve any dispute with Authorized Users relating to or based on Customer Data.

By Authorized Users posting Customer Data to the Service, you grant us the right and license to use, modify, perform, display, reproduce, and distribute such Customer Data on and through the Service. You retain any and all of your rights to any Customer Data you submit, post or display on or through the Service and you are responsible for protecting those rights.

You acknowledge that, by providing you with the ability to view and distribute user-generated content on the Service, we are merely acting as a passive conduit for such distribution and is not undertaking any obligation or liability relating to any contents or activities on the Service.

13. Ownership and Proprietary Rights

The Customer shall own all right, title and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services.

The Company shall own and retain all right, title and interest in and to (a) the Service(s), all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

Notwithstanding anything to the contrary, the Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and the Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

14. Links To Other Web Sites

The Service may contain links to third-party web sites or services that are not owned or controlled by Stormboard.

Stormboard has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that Stormboard shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such websites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

15. Termination By Stormboard

We may terminate or suspend access to our Service immediately, without prior notice or liability, for any reason whatsoever, including, without limitation, if you breach the Terms. All provisions of the Terms shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Upon termination, your right to use the Service will immediately cease.

16. Termination By Customer

The Customer can cancel their Subscription at any time using the Service's interface.

Personal/Free Account Plan – As there is no billing relationship with these Storms, closing all of your Personal Storms effectively terminates your Subscription and Customer relationship.

Monthly Subscriptions – A prorated billing for the current Billing Cycle will be applied billed to the payment on file including any unpaid amounts before the Subscription can be terminated.

Annual Subscriptions – No refunds are provided for early termination. Customers will pay in full for the Services up to, and including, the last day on which the Services are provided for any unpaid fees.

17. Data Portability

During the term of your Subscription, Authorized Users can export or report on certain Customer Data from the Services. The export and reporting capabilities will vary based on the Authorized User's privileges and the Subscription plan the Customer is subscribed to.

18. Data Retention

The data retention settings and capabilities will vary based on the Subscription plan the Customer is subscribed to.

Following the Termination of a Subscription, Stormboard will have no obligation to maintain or provide any Customer Data and may thereafter, unless legally prohibited, delete all Customer Data in our Service or otherwise in our possession or under our control.

19. Assignment

You may not assign any of your rights or delegate your obligations under this Agreement whether by operation of law or otherwise, without the prior written consent of us (not to be unreasonably withheld). We may assign the Contract in its entirety (including all terms and conditions incorporated herein by reference), without your consent, to a corporate affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets.

20. Publicity

The Customer grants Stormboard the right to use, publish and otherwise disseminate the Customer's name and logo for marketing or promotional purposes on our website and other public or private communications with our existing and potential customers. We will of course follow the Customer's trademark usage guidelines and for those Customers that wish to opt out, please send an email to support@stormboard.com letting us know you don't want your logo or company name used.

21. Indemnification

You agree to indemnify, defend and hold harmless Stormboard, its principals, officers, directors, representatives, employees, contractors, licensors, licensees, suppliers and agents, from and against any claims, losses, damages, losses, obligations, costs, actions or demands.

These include but are not limited to: (a) legal and accounting fees resulting from your use of the Service; (b) your breach of any of these Terms; (c) anything you post on or upload to the Service; and (d) any activity related to your account. This includes any negligent or illegal conduct by you, any person or entity accessing the Service using your account whether such access is obtained via fraudulent or illegal means.

22. Limitation of Liability

Stormboard, its directors, employees, partners, agents, suppliers, or affiliates, shall not be liable for any loss or damage, direct or indirect, incidental, special, consequential or punitive damages, including without limitation, economic loss, loss or damage to electronic media or data, goodwill, or other intangible losses, resulting from (i) your access to or use of the Service; (ii) your inability to access or use the Service; (iii) any conduct or content of any third-party on or related to the Service; (iv) any content obtained from or through the Service; and (v) the unauthorized access to, use of or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other claim in law, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

23. Disclaimer and Non-Waiver of Rights

Stormboard makes no guarantees, representations or warranties of any kind as regards the website and associated technology. Any purportedly applicable warranties, terms and conditions are excluded, to the fullest extent permitted by law. Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance, except as provided for under the laws of any province in Canada. In such cases, the provincial law shall apply to the extent necessary.

Stormboard its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

If you breach any of these terms in the Contract and Stormboard chooses not to immediately act, or chooses not to act at all, Stormboard will still be entitled to all rights and remedies at any later date, or in any other situation, where you breach these Terms. Stormboard does not waive any of its rights. Stormboard shall not be responsible for any purported breach of these Terms caused by circumstances beyond its control. A person who is not a party to these Terms shall have no rights of enforcement.

You may not assign, sub-license or otherwise transfer any of your rights under these Terms.

24. Exclusions

As set out, above, some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you. Provincial laws of Canada may apply to certain products and service provided.

25. Governing Law

This Contract shall be governed by, and interpreted and enforced in accordance with, the laws in the Province of Alberta and the laws of Canada, as applicable.

26. Severability

This Contract will be enforced to the fullest extent permitted under applicable law. If any term of this Contract is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or un-enforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

27. Changes

We reserve the right, at our sole discretion, to modify or replace the Customer Agreement at any time. If a revision is material we will make reasonable efforts to provide at least 15 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, in whole or in part, please stop using the Service.

28. Entire Agreement

The Contract including this Customer Agreement and, if applicable, any written contract with us, the Terms of Service and Privacy Policy constitute the entire agreement between you and us and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.

To the extent of any conflict or inconsistency between the provisions the following order of precedence will apply: Written Contract, Customer Agreement, Terms of Service, Privacy Policy.

Customer will be responsible for notifying Authorized Users of those conflicts or inconsistencies and until such time the terms set forth herein will be binding.

29. Contacting Stormboard

If you have any questions about the Customer Agreement, please contact us.

Stormboard
#400 8540 109th St.
Edmonton Alberta
Canada T6G 1E6

legal@stormboard.com

