

Loops Terms of Service

Effective Date: July 2026

These Terms of Service ("Terms") govern access to and use of the Loops platform, websites, applications, APIs, software, and related services (collectively, the "Services") provided by LYT Soft Inc. ("Loops", "we", "us", or "our").

By creating an account, clicking to accept these Terms, executing an Order Form, or accessing or using the Services, Customer agrees to be bound by these Terms.

If the individual accepting these Terms is acting on behalf of an organization, that individual represents and warrants that they have authority to bind that organization to these Terms.

1. Agreement Structure

The Agreement between Customer and Loops consists of the following documents, each incorporated by reference:

- These Terms of Service
- Any applicable Order Form
- Service Description
- Service Level Agreement ("SLA")
- Support Policy
- Privacy Policy
- Data Processing Addendum ("DPA"), where applicable
- Sub-processor List
- Acceptable Use Policy ("AUP")
- Any additional documents expressly incorporated by reference

Order of Precedence

In the event of any conflict or inconsistency between Agreement documents, the following order of precedence shall apply:

1. **Order Form** (commercial terms only)
2. **Data Processing Addendum ("DPA")**
3. **Terms of Service**
4. **Service Description**
5. **Service Level Agreement ("SLA")** and Support Policy
6. **Acceptable Use Policy ("AUP")**
7. **Privacy Policy**

8. **Sub-processor List**

9. Any other incorporated documents (unless expressly stated otherwise)

The Acceptable Use Policy governs Customer conduct and platform usage restrictions and may be enforced independently of other Agreement provisions.

2. Services

Loops provides a cloud-based reputation management and customer feedback intelligence platform that enables businesses to monitor, analyze and manage customer reviews, and reputation-related data from supported third-party platforms.

Services may include:

- Review aggregation
- Reputation monitoring
- AI-generated insights
- AI-generated response recommendations
- Sentiment analysis
- Reporting and analytics
- Notifications and alerts
- User management
- Data exports
- Response Suggestion

The current features and functionality of the Services are described in the Service Description.

3. Subscription Rights

Subject to Customer's compliance with the Agreement and payment of applicable fees, Loops grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Services during the subscription term for Customer's internal business purposes.

No ownership rights are transferred to Customer.

4. Customer Responsibilities

Customer is responsible for:

- Maintaining account security and credentials
- Managing authorized users
- Accuracy of account information
- Compliance with applicable laws

- Compliance with third-party platform requirements
- Obtaining all required rights, permissions, and consents related to Customer Data

Customer shall ensure that all users comply with the Agreement.

Customer remains responsible for all activity occurring under its account.

Acceptable Use Policy. Customer's use of the Services is subject to the Loops Acceptable Use Policy ("AUP"), which is incorporated into these Terms by reference. Customer agrees not to use the Services in violation of the AUP.

Any violation of the AUP constitutes a material breach of these Terms and may result in immediate suspension or termination of the Services.

5. Acceptable Use Restrictions

Customer shall not:

- Reverse engineer, decompile, or disassemble the Services;
- Resell, lease, sublicense, or commercially exploit the Services except as expressly authorized;
- Access the Services to build a competing product;
- Circumvent security controls;
- Introduce malware or malicious code;
- Interfere with operation of the Services;
- Use the Services unlawfully;
- Use the Services in violation of any third-party platform terms;
- Use AI-generated outputs in a misleading, fraudulent, deceptive, or unlawful manner.

Additional restrictions are set forth in the Acceptable Use Policy.

6. Fees, Billing, and Payment

Fees

Customer shall pay all fees specified during online checkout.

Fees are exclusive of taxes unless otherwise stated.

Automatic Renewal

Subscriptions automatically renew for successive billing periods unless cancelled prior to renewal.

Billing Authorization

Customer authorizes Loops and its payment processors to charge all recurring subscription fees, taxes, usage fees, add-ons, prorated adjustments, and other amounts due under the Agreement to the payment method on file.

Non-Refundable Fees

Except as expressly provided in the Agreement or required by law, fees are non-refundable.

7. Metering and Proration

Subscription pricing is based on the number of billable locations associated with Customer's account.

A billable location is any location that has completed onboarding and is actively connected to the Services.

Location Additions

Locations added during a billing period will be prorated and billed for the remainder of that billing period.

Location Removals

Locations removed during a billing period will receive prorated account credits applicable to future invoices.

Credits are not redeemable for cash.

Billing Records

Loops' payment and billing records shall serve as the authoritative source of subscription quantities, charges, credits, and usage calculations absent manifest error.

8. Billing Disputes

Customer must notify Loops in writing of any disputed charge within thirty (30) days of the invoice date.

Undisputed amounts remain payable during dispute resolution.

Initiating a chargeback or payment reversal for valid charges constitutes a material breach of the Agreement.

9. Third-Party Services and Platforms

The Services depend upon third-party services and platforms including:

- Review providers
- Search and mapping platforms
- AI providers
- Cloud infrastructure providers
- Authentication providers
- Payment processors
- Email providers

Loops does not control and is not responsible for:

- Third-party outages
- API limitations or changes
- Data availability
- Account suspensions
- Authentication failures
- Review removals
- Ranking or search algorithm changes
- Platform moderation decisions
- Changes to third-party terms
- Customer failure to maintain platform permissions
- Sub-processor disruptions / service failures

Loops may modify supported integrations where necessary due to third-party platform changes.

10. Customer Data

Customer retains ownership of Customer Data.

Customer grants Loops a worldwide, non-exclusive license to host, process, analyze, transmit, and otherwise use Customer Data solely to provide, secure, maintain, improve, and support the Services.

Customer represents and warrants that it possesses all rights necessary for Loops to process Customer Data.

11. Data Protection and Privacy

Loops processes personal data in accordance with:

- Privacy Policy

- Data Processing Addendum
- Sub-processor List

Where Loops processes personal data on Customer's behalf, Customer acts as controller and Loops acts as processor.

12. Artificial Intelligence Features

The Services may include AI-generated summaries, classifications, insights, and response suggestions.

Customer acknowledges that:

- AI outputs may be incomplete, inaccurate, or inappropriate;
- AI outputs require human review before use;
- Customer remains solely responsible for all published content and business decisions;
- AI outputs do not constitute legal, financial, tax, employment, compliance, or professional advice.

Loops makes no warranty regarding the accuracy or suitability of AI-generated outputs.

13. Intellectual Property

Loops and its licensors retain all right, title, and interest in and to:

- Services
- Software
- Documentation
- Algorithms
- Models
- User interfaces
- Analytics methodologies
- Trademarks
- Intellectual property rights

Except for limited subscription rights expressly granted herein, no rights are transferred to Customer.

Loops may suspend or terminate access immediately where Customer violates the Acceptable Use Policy (AUP), including where Loops reasonably believes such violation may harm the Services, third-party platforms, or other users.

14. Confidentiality

Each party shall protect the other party's Confidential Information using reasonable care and at least the same degree of care used to protect its own confidential information.

Confidentiality obligations survive for five (5) years following termination.

15. Indemnification

Customer shall defend, indemnify, and hold harmless Loops and its affiliates, directors, officers, employees, and agents from third-party claims arising from:

- Customer Data;
- Customer's violation of the Agreement;
- Customer's violation of law;
- Customer's failure to obtain required permissions or consents.

16. Warranty Disclaimer

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

TO THE MAXIMUM EXTENT PERMITTED BY LAW, LOOPS DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND UNINTERRUPTED OPERATION.

17. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

LOOPS SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

LOOPS SHALL NOT BE LIABLE FOR LOSSES ARISING FROM:

- THIRD-PARTY PLATFORMS;
- AI-GENERATED OUTPUTS;
- CUSTOMER DATA;
- CUSTOMER MISUSE;
- INTERNET FAILURES;
- THIRD PARTY AND SUB PROCESSOR SERVICE FAILURES;
- UNAUTHORIZED ACCESS RESULTING FROM CUSTOMER ACTIONS OR OMISSIONS.

LOOPS' TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED THE FEES PAID BY CUSTOMER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

18. Suspension

Loops may suspend access immediately if reasonably necessary to:

- Prevent security risks;
- Investigate suspected fraud;
- Address excessive or abusive usage;
- Respond to legal requirements;
- Protect third-party providers;
- Protect other customers;
- Address chargebacks or payment failures;
- Address violations of the Agreement.

Loops will provide notice where reasonably practicable.

19. Term and Termination

Customer may terminate at any time through account settings or written notice.

Loops may terminate or suspend the Services for:

- Non-payment;
- Breach of the Agreement;
- Fraudulent activity;
- Security risks;
- Repeated violations of the Acceptable Use Policy.

Or for any other reason through 2 weeks written notice

Upon termination, Customer's access to the Services will cease.

Customer Data will be retained and deleted in accordance with the Service Description, Privacy Policy, and DPA.

20. Force Majeure

Neither party shall be liable for delays or failures caused by events beyond its reasonable control.

21. Changes to the Agreement

Loops may modify the Agreement from time to time.

Material changes will be communicated through the Services, email, website publication, or other reasonable means.

Unless otherwise stated, changes become effective upon the published effective date.

Continued use of the Services after the effective date constitutes acceptance of the revised Agreement.

22. Governing Law

The Agreement shall be governed by the laws of Alberta, Canada, without regard to conflict of law principles.

The parties submit to the exclusive jurisdiction of the courts of Alberta, Canada.

23. Survival

Sections that by their nature should survive termination shall survive termination, including Intellectual Property, Confidentiality, Indemnification, Warranty Disclaimer, Limitation of Liability, Data Protection, Payment Obligations, Governing Law, and Survival.

24. General Provisions

Assignment

Customer may not assign the Agreement without Loops' prior written consent.

Loops may assign the Agreement in connection with a merger, acquisition, financing, reorganization, or sale of assets.

Severability

If any provision is unenforceable, the remainder shall remain in effect.

Waiver

Failure to enforce any provision shall not constitute a waiver.

Entire Agreement

The Agreement constitutes the entire agreement between the parties and supersedes all prior discussions and agreements regarding the Services.

Notices

Legal notices may be sent to:

support@loopsfeedback.com

or any successor contact identified by Loops.

Electronic Acceptance

Customer agrees that electronic acceptance, electronic signatures, click-through acceptance, and electronic records shall have the same legal effect as handwritten signatures.