



LogiCoy Terms of Service Policy

Effective Date: June 01, 2019

LogiCoy Inc a Global Information Technology and Services company incorporated in State of California USA provides products and services in integration and middleware across various industries, including Healthcare, Telecommunication, Finance, Manufacturing, and Government.

1. Terms and Conditions of use

By using LogiCoy product and services, you accept the following Terms and Conditions. You are only authorized to use LogiCoy products and its services if you agree to abide by all applicable laws and to these Terms and Conditions. LogiCoy may revise these Terms and Conditions from time to time by publishing changes to it's website and/or via links in it's products indicating the date of the last revision. Any such revisions shall be effective when posted. Your continued use of the LogiCoy products and services following such changes constitutes your agreement to the modified terms.

2. Copyright

Permission to use LogiCoy products and services is hereby granted on the condition that no part of it is used for any purposes other than agreed upon through proper signed contract by both the parties. Unauthorized use may invoke a legal action and penalties as per the law.

3. Privacy

Please refer to our privacy policy for more information.

4. Indemnification

LogiCoy will defend, indemnify and hold harmless Customer, its affiliates and their respective officers, directors, employees, contractors, users and agents ("Customer Indemnitee") from any and all third party claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) arising out of or related to: (a) any actual or alleged breach of any representation, warranty or other provision of this Agreement by LogiCoy or the LogiCoy's subcontractors; (b) any actual or alleged infringement of any intellectual property rights by the Services, Software, components, or use of either; and (c) any personal injury or property damage caused by the negligence, acts or omissions of LogiCoy or any LogiCoy Party (each a "Claim").

Customer shall give prompt written notice of a Claim and Customer has the right (but no obligation) to participate in the defense of such Claim at its expense. In no event will LogiCoy settle any Claim without Customer's prior written consent, not to be unreasonably delayed.

If the use of any portion of the Software or Services are enjoined as a result of such suit, then LogiCoy, at no expense to Customer will either procure the right for Customer to continue using the Software or Service or change or modify the Software or Services so that it becomes non-infringing and is of equivalent or superior functionality and quality. If the foregoing alternatives are not available on terms which are acceptable to Customer, LogiCoy shall issue, at Customer's sole option, a full refund of the total amounts paid for the Services and Software. LogiCoy agrees that its obligations to indemnify, as set forth in this Section, will survive the termination or expiration of this Agreement.

5. Limitation of Liability

IN NO EVENT WILL EITHER PARTY BE LABILE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT. WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Neither party's liability shall exceed the two times (2X) the fees paid and payable under this Agreement during a 12 month period by Customer to LogiCoy. Customer agrees that the pricing for the services would be substantially higher but for these limitations.

6. Choice of Law

Terms and Conditions are made in California. These Terms and Conditions are subject to California law, without regard to its choice of law provisions, and suit, if any, must be brought exclusively within the courts of the State of California.

7. Enforceability

Should any part of the Terms and Conditions be declared invalid or unenforceable by a court of competent jurisdiction, this shall not affect the validity of any remaining portion and such remaining portion shall remain in full force and effect as if the invalid portion of the Terms and Conditions had been eliminated.

8. How to contact us

To update your preferences, update or correct your information, submit a request or ask us questions about this term of service, please contact us by email at info@logicoy.com or write to us at:

LogiCoy, Inc.

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