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Contract Number

26-38

SAP Number

### San Bernardino County Human Resources

<b>Department Contract Representative</b>	<u>Leonardo Gonzalez</u>
<b>Telephone Number</b>	<u>909-387-5570</u>
<b>Contractor</b>	<u>Vengage Inc.</u>
<b>Contractor Representative</b>	<u>Bhanu Lau</u>
<b>Telephone Number</b>	<u>(209) 283-1919</u>
<b>Contract Term</b>	<u>Effective upon approval and until terminated</u>
<b>Original Contract Amount</b>	<u>Non-financial</u>
<b>Amendment Amount</b>	<u>N/A</u>
<b>Total Contract Amount</b>	<u>Non-financial</u>
<b>Cost Center</b>	<u>720 100 1000</u>

**Briefly describe the general nature of the contract:**

Non-financial Terms of Service Agreement with Venngage Inc., including non-standard terms, for infographics and visual content software, effective January 13, 2026, and continuing until canceled by the County or terminated by Venngage Inc.

**FOR COUNTY USE ONLY**

Approved as to Legal Form

▶ Bonnie Uphold  
Bonnie Uphold, Supv. Dep. County Counsel

Date 1/5/2026

Reviewed for Contract Compliance

▶ \_\_\_\_\_

Date \_\_\_\_\_

Reviewed/Approved by Department

▶ \_\_\_\_\_

Date \_\_\_\_\_

# Support Centre

 search

Venngage Knowledge Base / Policies and Terms of Service / Terms of Service

Articles in this section 

## Terms of Service 2.5



Arvin

Updated 1 month ago

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### In this article

1. Terms
2. Description of Services
3. Provision of the Services
4. User Content
5. License Grants by Venngage
6. Privacy Policy; Disclaimer; Suspension of Access
7. Accounts; Limitations; User Responsibilities
8. Reservation of Rights
9. User Support



- 10. Fees and Payment
- 11. Confidential & Proprietary Information
- 12. Warranties and Disclaimers
- 13. Limitation of Liabilities
- 14. Termination
- 15. Order Form Acknowledgment

***Web Site Terms and Conditions of Use, Version 2.5. This policy is effective as of October 28, 2025.***

### ① Section Summary

*Venngage is here to make things as simple and easy for you as we can. Text with a "Section Summary" header gives a simple summary of the section of the policy or terms document in which it appears, with the aim of highlighting the most important bits. Please ensure you read the full text, and note that only the text outside these summaries is considered legally binding.*

## 1. Terms

In accessing and using any services or products provided by Venngage, you agree to the following Web Site Terms and Conditions of Service (the "Agreement"). This Agreement is an agreement between you (the "User") and Venngage Inc., (legal address: 128a Sterling Rd Toronto, Suite 300, ON, M6R 2B7, CANADA) a company established and operating under the laws of Ontario, Canada ("Venngage", "we", or "us"). This Agreement explains our obligations to you, and your obligations to us.

This Agreement is the entire Agreement between us. By using the Web Site (and any of its subdomains) in any way you are agreeing to comply with these terms, our [Privacy Policy](#), all applicable laws and regulations, and any other legal notices or conditions or guidelines posted on the Web Site which we may update without notice.

If you do not agree with any of these terms, you are prohibited from using or accessing this site. Venngage reserves the right to terminate the account of any user at any time.

### ① Section Summary

*When you use Venngage's service, product or website, you are agreeing to the terms laid out in this Terms of Service document. Venngage reserves the right to terminate the account of any user in violation of these terms, at any time.*

## 2. Description of Services

Venngage offers an online design platform that allows Users to (a) create a variety of designs such as infographics, presentations, posters and data visualizations (b) generate, display, publish, share and export designs (the "Services"). User can choose between two types of subscription types: a "Free User " and a paid "Premium User", (which includes the Premium, Education and Business User types)

In addition to the plans listed above, Venngage offers an "Enterprise Plan" subscription that includes enhanced services such as a dedicated account manager, tailored onboarding, and advanced administrative and collaboration capabilities, subject to the Enterprise Plan Terms in Section 10.3.

### ① Section Summary

***Venngage is an online design platform that offers users the ability to create a variety of designs which they can share, publish, or download, according to the plan the user chooses to subscribe to.***

## 3. Provision of the Services

Venngage will:

(i) provide to User basic support through the Venngage website for the purchased Services at no additional charge as described more fully in Section 9 (User Support) below; and

(ii) use commercially reasonable efforts to make the Services available [24 hours a day, 7 days a week], with minimal downtime, except for:

(a) planned downtime and scheduled upgrades (as described more fully in Section 9 (User Support) below), or

(b) any unavailability caused by circumstances beyond Venngage' reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labour problems (other than those involving

Venngage employees), Internet service provider failures or delays, or the unavailability or modification by third parties or Third Party Sites.

#### ① Section Summary

*This section outlines the services Venngage provides as part of our platform. We provide customer support, which we aim (within reason) to make available to our users 24 hours a day and 7 days a week, at no additional cost to users on paid subscription plans. You can read more about our customer support service in Section 9 of this document.*

## 4. User Content

Certain features of the Service may permit users to submit content to the Service, including text, images, fonts, designs, data and other types of works ("User Content") and to publish User Content on the Service.

### 4.1 Responsibility

User has sole responsibility for the accuracy, appropriateness and completeness of all User Content, and for obtaining all necessary third party consents and making all required third party disclosures regarding User Content collected by Venngage on User's behalf from third parties. Venngage will use the User Content it is provided in performing the Services and is not responsible for reviewing, validating or otherwise confirming the accuracy, appropriateness or completeness of User Content.

### 4.2 Removal of User Content on Request by User

User may control the User Content stored by the Services including, at any time, by deleting all or part of the User Content stored on the Services.

### 4.3 Restrictions

User agrees not to submit or upload, or ask Venngage to obtain from third parties, any User Content:

(i) that User does not have the lawful right to copy, transmit, distribute, and display (including any User Content that would violate any confidentiality or fiduciary obligations that User might have with respect to the User Content);

(ii) for which User does not have the consent or permission from the owner of any personally identifiable information contained in the User Content;

(iii) that infringes, misappropriates or otherwise violates any intellectual property or other proprietary rights or violates any privacy rights of any third party (including, without limitation, any copyright, trademark, patent, trade secret, or other intellectual property right, or moral right or right of publicity);

(iv) that is false or misleading;

(v) that is defamatory, obscene, or offensive, or contains threat of physical harm or harassment; or

(vi) that violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil or criminal liability.

#### 4.4 Indemnity

User agrees to indemnify and hold harmless Venngage, its employees, officers, directors and affiliates against any and all liability (including damages, recoveries, deficiencies, interest, penalties and reasonable attorney's fees) to third parties (including, but not limited to, any clients, the Canadian government and provincial taxing authorities) relating to:

(a) User Content and User Designs,

(b) User's breach of any of its obligations, representations and/or warranties under this Agreement,

(c) User's use of the Services, including in combination with any third party software, application or service.

##### ① Section Summary

***Venngage's "publishing" feature allows you to publicly post and share designs you create using our platform. The content you create, share and publish to Venngage's platform is your responsibility as the user; this includes content that is protected under intellectual property and/or copyright laws. You control your own content and designs by accessing your account and editing or deleting anything you create on our platform. Venngage won't be held responsible for any user content, including any that goes against our Terms of Service.***

## 5. License Grants by Venngage

Subject to the terms and conditions of this Agreement, Venngage grants to User:

- (i) a non-exclusive, non-transferable license during the Term to permit User to access the Services over the Internet and through the then available standard interface for the Services;
- (ii) a non-exclusive, non-transferrable, royalty-free, fully paid-up worldwide license to use, reproduce and distribute all designs and visual representations of User Content generated by the Services (the "User Designs").

### 5.1 License Grant by User

Subject to the terms and conditions of this agreement, including Venngage's confidentiality obligations, User grants to Venngage a royalty-free, fully paid-up, worldwide license to access, collect, store and use the User Content and User Designs solely to provide the Services to User.

#### ① Section Summary

***Venngage grants the right to all our users to use our application, website, and services, and to use the designs they create with our platform, subject to the terms set out in our policies. You, as the user, are granting Venngage the right to access, collect, store, and use the designs you create on our platform so that we can provide our services to you.***

## 6. Privacy Policy; Disclaimer; Suspension of Access

### 6.1 Privacy Policy

To the extent that User Content may contain any personally-identifiable data, User agrees to Venngage's use, collection and disclosure of such personally identifiable information for the purposes authorized under this Agreement and in accordance with Venngage's privacy policy attached separately (the "[Privacy Policy](#)"). The Privacy Policy is hereby incorporated by reference and forms a part of this Agreement.

### 6.2 Disclaimer

As between Venngage and User, User is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all User Content. User understands that the technical processing and transmission of User Content is fundamentally necessary to use of the Services. Therefore, User expressly consents to Venngage's storage of User Content, which will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by Venngage. However, despite such efforts, User acknowledges and understands that User Content may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone or other electronic means. Venngage is not responsible for any User Content which are delayed, lost, altered, intercepted or stored during the transmission of any data whatsoever across public networks not owned and/or operated by Venngage, including, but not limited to, the Internet, third party websites, and your local network. User agrees that Venngage is not in any way responsible for any interference with User's use of or access to the Services or security breaches arising from or attributable to the Internet and User waives any and all claims against Venngage in connection therewith.

### **6.3 Suspension of Access**

In addition to any other suspension or termination rights of Venngage pursuant to this Agreement, certain extraordinary circumstances may require Venngage to suspend or terminate (where appropriate), as determined in Venngage's discretion, User's access to and/or use of, or otherwise modify, the Services and/or any component thereof, without notice in order to:

(a) prevent damages to, or degradation of the integrity of, Venngage's network;

(b) comply with any law, regulation, court order, or other governmental request or order;  
or

(c) otherwise protect Venngage from potential legal liability or harm to its reputation or business. Venngage will use commercially reasonable efforts to notify User of the reason(s) for such suspension or termination action as soon as reasonably practicable. In the event of a suspension, Venngage will promptly restore User's access to the Services as soon as the event giving rise to the suspension has been resolved as determined in Venngage's discretion. Nothing contained in this Agreement will be construed to limit Venngage's actions or remedies or act as a waiver of Venngage's rights in any way with respect to any of the foregoing activities. Venngage will not be responsible for any loss or damages incurred by User as a result of any termination or suspension of access to or use of the Services under this provision.

## ① Section Summary

***Venngage uses, collects, and discloses information associated with user accounts according to the terms set out in our Terms of Service and our Privacy Policy. We transmit and process your information to make sure our services are functioning the way you expect, and take every reasonable precaution to ensure that your data is safe. When you use our services, you acknowledge and accept the minimal risk that any data you share with us (over the internet or by any other means) could be accessed by unauthorized third parties, and that Venngage is not responsible in the event of any such interference. Venngage has the right to suspend any user's access without notice, especially in the event of extraordinary circumstances such as risk to our services or network, legal obligation, or risk of liability.***

## 7. Accounts; Limitations; User Responsibilities

### 7.1 Accounts

To access most features of the Service, User must register for an account ("User Account"). When User register for an account, User may be required to provide us with some information, such as User's name, email address, or other contact information. User agrees that the information User provides to us is accurate and that User will keep it accurate and up-to-date at all times.

Users may only access and use the Service through their particular User Account. User will not share their User Account with any other person. User is responsible for all activity occurring under their User Account. User is responsible for all use of the Services by Users and for maintaining the confidentiality of their User Account and will promptly notify Venngage of any actual or suspected unauthorized use of the Services. Venngage reserves the right to replace any User Account if it determines it may have been used for an unauthorized purpose.

### 7.2 Limitations

User agrees that it will not permit any Users or any other person to:

- (a) permit any person to access or use the Services other than the Users authorized under this Agreement;
- (b) modify, adapt, alter or translate any software underlying the Services, except as expressly allowed hereunder;

(c) sublicense, lease, rent, loan, distribute, or otherwise transfer the Service to any other person;

(d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or algorithms, structure or organization) of any software underlying the Services (including the Local Software); or

(e) use or copy the any software underlying the Services (including the Local Software) except as expressly allowed hereunder.

### **7.3 User Responsibilities**

User agrees that User is responsible for the compliance by the Users with this Agreement and for the Users' use of the Services, as well as for ensuring that the Users maintain the confidentiality of their User Accounts. User agrees that User is responsible for all charges incurred by the Users with access to the Services. For greater certainty but without limiting the generality of the foregoing, User agrees that User will not:

(i) use or permit the Users to use the Services except as permitted by this Agreement;

(ii) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Services available to any third party, other than to the Users except as expressly contemplated by this Agreement;

(iii) use or permit the Users to use the Services to collect, transmit or process:

(a) infringing, obscene, threatening, offensive, libellous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights;

(b) any non-public or personally-identifiable data regarding an individual's financial or economic identity, sexual orientation, religious beliefs, medical or physical identity;

(iv) use or permit the Users to use the Services to send, store, publish, post, upload or otherwise transmit any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another;

(v) continue to use the Services in a manner that interferes with or disrupts the integrity or performance of the Services following a notice from Venngage of such use;

(vi) attempt to gain unauthorized access to the Services or its related systems or networks;

- (vii) use or knowingly permit the use of any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of the Services;
- (viii) use any data mining, robots or similar data gathering or extraction methods;
- (ix) access the Services for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Services; or
- (x) copy, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Services or any part thereof or otherwise attempt to discover any source code or modify the Services.

#### ① Section Summary

***Users need an account to access Venngage's services and platform. When you register, you'll be asked to provide accurate and up-to-date information when creating your account. You agree not to share your account details with any other person, and that you are responsible for all activity associated with your account. You will not give any other person access to your account for any reason, including those outlined in this policy.***

## 8. Reservation of Rights

### 8.1 Rights Reserved by Venngage

Venngage expressly reserves all rights in the Services, and all other materials provided by Venngage hereunder not specifically granted to User. It is acknowledged that all right, title and interest in the Services, and all other materials provided by Venngage hereunder, any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with Venngage (or third party suppliers, if applicable) and that the Services, the User Designs and all other materials provided by Venngage hereunder are licensed on a subscription basis and not "sold" to User. Venngage does not claim ownership over User Designs that the User creates. Instead User grants Venngage a royalty-free, fully paid-up, worldwide license to use the User Designs on the terms set out in Section 5.

### 8.2 Rights Reserved by User

User expressly reserves all rights in any content, information, data and files that User (or the Users) loads, transmits to or enters into the Service, including content that the Service is configured to obtain from User's servers or systems or from third parties on

User's behalf, and including all results from processing such data, including compilations, User Designs and derivative works thereof, subject to the license that User grants Venngage in accordance with the provisions of this Agreement.

#### ① Section Summary

***When you upload content to Venngage, you reserve the rights you have to it. Venngage reserves the rights to the materials and services it provides that give you access to the designs you create on our platform, and the storage we provide to let you access them.***

## 9. User Support

Venngage will provide the following standard User support to User:

### 9.1 Web Support

Premium User will have access to Venngage's technical support web site and may use the web site to submit service requests. Venngage will use reasonable efforts to respond within five (5) business days to such service requests. Venngage will use commercially reasonable efforts to correct any reproducible failure of the Services to substantially conform to its expected operation; provided, however, that Venngage will not be required to provide a correction for all such nonconformities.

Enterprise Users receive priority support via their dedicated Account Manager, including scheduled account reviews and escalation handling as outlined in the applicable Order Form.

### 9.2 Service Upgrades and Scheduled Downtime

Venngage will update the Services in its sole discretion. Venngage may from time to time schedule downtime for maintenance and upgrades.

### 9.3 Data Storage and Backup

The Services include online data storage and regular data backups of User Content stored on the Services. In case of failure of the Services, Venngage will endeavour to restore User Content from the most recent available data backup within five (5) business days. However, it is User's responsibility to backup onto User's **own** local system all User Content, including all content, files and data that User submits to Venngage.

## ① Section Summary

***Venngage offers paid users customer support through chat and email. We make updates and do maintenance on our application on a regular schedule, and try to ensure that we don't interrupt your design time by giving you plenty of notice about any downtime. Venngage stores and backs up all of the data you create on our platform regularly, but it is ultimately your responsibility to ensure the security and timeliness of backing up your content on your own device.***

## 10. Fees and Payment

***(Applicable to all plans, with additional terms for Enterprise Users as outlined in Section 10.3.)***

Premium features of the Service will require User to pay fees upon registering for the applicable premium service. Before User pays any fees, User will have an opportunity to review and accept the fees that User will be charged. All fees are in U.S. Dollars and are non-refundable. Fees vary based on the plan, with different pricing schemes for individual users and organizations.

### 10.1 Subscription Service and Cancellation Policy

The Service may include automatically recurring payments for periodic charges ("Subscription Service"). If User activates a Subscription Service, such as the Premium, Education, or Business plan, User authorizes Venngage to periodically charge, on a going-forward basis and until cancellation of either the recurring payments or your account, all accrued sums on or before the payment due date for the accrued sums. The "Subscription Billing Date" is the date when User purchases the first subscription to the Service. For information on the "Subscription Fee", please see our [pricing](#). User will be charged automatically on the Subscription Billing Date all applicable fees for the next subscription period. The subscription will continue unless and until User cancels their subscription or we terminate it. User must cancel their subscription before it renews in order to avoid billing of the next periodic Subscription Fee to your account. Venngage will bill the periodic Subscription Fee to the payment method User provided to us during registration (or to a different payment method if User changes their payment information). User may cancel the Subscription Service by [accessing their account settings](#).

### 10.2 Refund Policy

User may cancel their account at any time; however, there are no refunds for cancellation. In the event that Venngage suspends or terminates User's account or this Agreement, User understands and agree that User shall receive no refund or exchange for any credits, any unused time on a subscription, any license or subscription fees for any portion of the Service, any content or data associated with User's account, or for anything else.

Venngage will not refund partial subscription fees for accounts cancelled prior to the Subscription Billing Date or for accounts that have remained inactive during the subscription period. It is the responsibility of the User to cancel their subscriptions if they no longer wish to use the Service.

### 10.3 Enterprise Plan Terms

Users subscribing to the Enterprise Plan ("Enterprise Users") acknowledge and agree to the following additional terms:

(a) **Pre-Payment Requirement:** Enterprise Users must pre-pay the full contract value before Services under the Enterprise Plan are activated or go live.

(b) **Dedicated Account Manager:** Each Enterprise account will be assigned a dedicated Account Manager, subject to an additional fee unless otherwise waived off, to provide onboarding, account management, and communication support throughout the subscription term.

(c) **Design Migration:** Requests to migrate or transfer design assets, templates, or other data will be discussed, scoped, and scheduled directly with the Account Manager. Venngage may charge additional fees if such migration requires custom work or data mapping.

(d) **Cancellation Notice:** Enterprise Users must provide at least sixty (60) days' written notice prior to cancellation or non-renewal of their Enterprise Plan subscription. Cancellations with less than sixty (60) days' notice will result in forfeiture of any pre-paid amounts for the current term.

(e) **Special Terms and Order Form:** Any additional commercial terms, service levels, or commitments specific to an Enterprise User must be documented in writing on the corresponding Order Form and signed by authorized representatives of both Venngage and the Enterprise User. Only such mutually executed Order Forms will be binding.

① Section Summary

*To use Venngage's premium features, you can subscribe to our service. Before you*

*register, we give you a complete accounting of cost. Subscription fees are charged in USD. Subscriptions include automatically recurring payments for the service. You can cancel your subscription at any time through your account settings; you must cancel before the renewal date in order to avoid being billed on the next cycle. In the event that you cancel your subscription or Venngage terminates your account, we will not issue any refunds.*

## 11. Confidential & Proprietary Information

### 11.1 Definitions

For purposes of this section, a Party receiving Confidential & Proprietary Information (as defined below) will be the "Recipient" and the Party disclosing such information will be the "Discloser" and "Confidential & Proprietary Information" includes

(i) all information disclosed by Discloser to Recipient during the Term of this Agreement and marked as "confidential" or "proprietary" or which a reasonable person would understand to be confidential or proprietary;

(ii) all parts of the Service (other than the User Designs), whether marked as "confidential" or "proprietary" or not, will be considered to be Venngage Confidential & Proprietary Information; and

(iii) all User Content and the User Designs, whether marked as "confidential" or "proprietary" or not, will be considered User's Confidential & Proprietary Information; provided, however, that Discloser's Confidential & Proprietary Information does not include:

- information already known or independently developed by Recipient outside the scope of this relationship by personnel not having access to any Discloser's Confidential & Proprietary Information;
- information received by Recipient from a third party who was free to disclose it without confidentiality obligations.
- information that is publicly available through no wrongful act of Recipient, or

### 11.2 Covenant

Recipient hereby agrees that during the Term and at all times thereafter it shall not

(i) disclose such Confidential & Proprietary Information of the Discloser to any person or entity, except to its own personnel, affiliates or contractors having a "need to know", and

to such other recipients as the Discloser may approve in writing;

(ii) use Confidential & Proprietary Information of the Discloser except to exercise its license rights or perform its obligations under this Agreement; or

(iii) alter or remove from any Confidential & Proprietary Information of the Discloser any proprietary legend. Upon the earlier of Discloser's written request or termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall return or destroy (as instructed by Discloser) all Confidential & Proprietary Information of Discloser in its possession or control and cease all further use thereof. Venngage may retain a copy of such Confidential & Proprietary Information for the sole purpose of and to the extent necessary for it to comply with applicable and legal, regulatory, and/or reasonable internal back-up or archival policies and requirements. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential & Proprietary Information to the extent that such disclosure is necessary for the Recipient to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order.

### 11.3 Injunctive Relief

Recipient acknowledges that violation of the provisions of this section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

#### ① Section Summary

***Any design documents that you create using our service, we consider to be your proprietary and confidential information, providing that it meets the detailed criteria outlined in this policy section, and that this information doesn't violate the law or a court order. All parts of the service Venngage provides are considered confidential and proprietary information.***

## 12. Warranties and Disclaimers

THE SERVICES AND ANY OTHER PRODUCTS AND SERVICES PROVIDED BY VENNGAGE TO USER ARE PROVIDED "AS IS", "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT

WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND. VENNGAGE HEREBY DISCLAIMS ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, REPRESENTATIONS OR CONDITIONS, WHETHER WRITTEN OR ORAL, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, SECURITY, RELIABILITY, COMPLETENESS, QUIET ENJOYMENT, ACCURACY, QUALITY, INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE. VENNGAGE DOES NOT WARRANT THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE.

#### ① Section Summary

***Venngage provides our service and application to you when and how we are able to. We strive to make continual improvements on our platform and service, and welcome user input and feedback; however, we do not make any claims or warranties that our service adheres to a specific standard or that it will be available, on-demand, without interruption or error.***

## 13. Limitation of Liabilities

The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

### 13.1 Amount

IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY IN CONNECTION WITH OR UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF FEES AND CHARGES COLLECTED BY VENNGAGE UNDER THIS AGREEMENT. FOR GREATER CERTAINTY, THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THIS AGREEMENT WILL NOT INCREASE THE MAXIMUM LIABILITY AMOUNT. IN NO EVENT SHALL VENNGAGE'S SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT.

### 13.2 Type

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY (I) SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, (II) LOST SAVINGS, PROFIT, DATA, USE, OR GOODWILL, (III) BUSINESS INTERRUPTION EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY, OR (IV) PERSONAL OR PROPERTY DAMAGE ARISING

OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT, REGARDLESS OF CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, FUNDAMENTAL BREACH, BREACH OF A FUNDAMENTAL TERM) OR OTHERWISE. IN NO EVENT SHALL VENNGAGE BE LIABLE FOR PROCUREMENT OR COSTS OF SUBSTITUTE PRODUCTS OR SERVICES.

① Section Summary

***This section outlines the limitations of Venngage's liability in the events described, relating to the fees or other charges we collect from users who agree to use our platform and application according to our Terms of Service.***

## 14. Termination

Venngage can terminate this Service at any time, without cause. Notice of termination of Services by Venngage may be sent to the contact e-mail associated with your account. Upon termination, Venngage will delete all data, files, or other information that is stored in your account and it's in your responsibility to retrieve and back up all account contents before termination.

① Section Summary

***We'll let you know right away by email if we terminate your account. We advise backing up your designs and projects and storing them on your local device, and updating your save files regularly.***

## 15. Order Form Acknowledgment

The specific commercial terms applicable to an Enterprise Plan subscription shall be set forth in an Order Form executed by both Venngage and the Enterprise User. The Order Form, once signed, will be incorporated by reference into these Terms.

For Venngage Inc.

Name

Designation

Date

For:

Name

Designation

Date

Signature

Signature

**Please contact us at [info@venngage.com](mailto:info@venngage.com) for any questions or concerns.**



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[Venngage's Commitment to Accessibility](#)

### Next article

[Venngage Digital Millennium Copyright Act \(DMCA\) Policy](#)

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## Venngage's Commitment to Accessibility

Venngage Inc. English (US)