



Terms of Service

Last updated: February 6, 2022

Welcome to myloulan.com, owned and operated by LouLan Technologies LLC (“**LouLan**”), a NJ LIMITED LIABILITY COMPANY. LouLan is a Software as a Service (“**SaaS**”) company and provides services to logistics providers (“**3PL**”) and E-Commerce merchants (“**Customer**”) to empower them to stay on top of their daily technology needs and help them succeed in their business. We provide the services subject to the following conditions.

By using LouLan services, you agree to these terms and conditions. Please read them carefully.

- 1. Account Setup and Ownership.** New account can only be setup by owner of business. LouLan does NOT allow 3rd party registration on behalf of Customer, nor can an account be transferred without explicit consent from LouLan.
- 2. Termination of Service.** LouLan reserves the right, at its sole discretion, to close an existing account, with or without reason. A decision to close an account will be communicated to the Customer in email. Customer data will be disposed after 7 (seven) days following account termination.
- 3. Account Information Accuracy.** LouLan requests that all information provided by Customer to open account(s) is accurate and truthful to the best knowledge of Customer. If LouLan finds out that Customer knowingly misrepresents information all account(s) associated with Customer will be terminated.
- 4. Communication.** LouLan makes official communication with Customer through email. It is Customer’s responsibility to make sure that email associated with account is valid and reachable and is checked on regular basis for notifications and updates from LouLan.
- 5. Customer Use.** Customer is responsible for all activities relating to Customer’s access and use of the Services and Content for compliance with all applicable laws, rules, and regulations associated therewith, including without limitation those relating to data privacy, international communications, and transmission of technical or personal data. Customer agrees NOT to disclose or provide access to Services or Content to any person or entity that are competitors of LouLan.
- 6. Proprietary Rights.** The Services, Content, and all software, documents, processes, methodologies, know-how, and any additional intellectual property used by or on behalf of LouLan or its licensors, together with all copyrights, trademarks, patents, and any other proprietary rights inherent therein and related thereto are and will remain the sole and exclusive property of LouLan.
- 7. Customer Data.** LouLan does not own any data, information, or material that Customer submits in the course of using the Services (“Customer Data”). Customer, not LouLan, shall have the sole responsibility for all aspects of the Customer Data, including, without limitation, its accuracy, legality, ownership, transmission, and use. LouLan shall have no obligation to retain any copy of Customer Data for longer than 90 days after termination of this Agreement. To the extent that any information and data is posted to and stored by LouLan, Customer hereby grants to LouLan right to access, use, reproduce, modify, aggregate such Customer Data for LouLan to provide services to Customer.

LouLan has the right but not the obligation to monitor and edit or remove any activity or data. LouLan takes no responsibility and assumes no liability for any data posted by you or any third party

8. **Timely Payment.** Some of the services LouLan provides incur monthly fees. Customer's continued use of these services is deemed an acknowledgement and acceptance of the fees. It is Customer's responsibility to make timely payment upon receiving invoices from LouLan. Failure for doing so will result in further actions from LouLan, including but not limited to termination of service, sending invoices to collecting agents, etc.

9. **Disclaimer and Limitation of Liability.** LOULAN PROVIDES THE SERVICES TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. LOULAN MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, THAT (1) USE OF ANY SERVICES OR CONTENT WILL BE SECURE, TIMELY OR ERROR-FREE, (2) THE DATA STORED WILL BE ACCURATE AND RELIABLE, (3) ANY ERRORS OR DEFECTS IN THE SERVICES OR CONTENT WILL BE CORRECTED.

LOULAN HAS NO LIABILITY WITH RESPECT TO THE SERVICES OR CONTENT OR OTHERWISE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSSES OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES RESULTING IN ANY WAY FROM THE SERVICES OR CONTENT EVEN IF LOULAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.