

**Loopie Inc.**  
**Terms of Service Agreement**  
Effective as of April 9, 2020

Thank you for choosing Loopie! Please take the time to read our Terms of Service Agreement (“Agreement”). By using Loopie’s websites or mobile applications, you agree to the following terms. This Agreement is a contract between you (“User(s)” or “You”) and Loopie Inc., a Delaware corporation (“Loopie,” the “Company”).

For information on customer data, privacy, and security, please see our Privacy Policy (“Privacy Policy”) located on our website at [loopielaundry.com](http://loopielaundry.com).

**1. Contractual Relationship.**

The terms of this Agreement apply to your use of Loopie applications, websites, products and services (the “Loopie Platform”) made available by Loopie Inc. and its affiliates, representatives, officers, directors. By accessing or using the Services, you confirm your agreement to be bound by this Agreement. If you do not agree to this Agreement, you may not access or use the Services. This Agreement supersedes prior agreements or arrangements. In rejecting the terms of this Agreement, Loopie may immediately terminate any Services with respect to you, or generally, cease offering Services or deny access to the Services or any portion thereof, at any time for any reason.

Any personal data you submit to the Loopie Platform or which we collect about you is governed by our Privacy Policy which can be [accessed here](#). You acknowledge that by using the Loopie Platform you have reviewed the Privacy Policy and agreed to its terms.

Your use of the Loopie Platform constitutes your acceptance of and agreement to all of the terms and conditions in this Agreement, the Privacy Policy, and any future amendments and additions to this Agreement as we may publish from time to time. The Privacy Policy is incorporated by reference into this Agreement and together form and are hereinafter also referred to as this “Agreement.”

The Loopie Platform includes Google Maps features and content. Google Maps features are subject to the current the Google Terms of Service, which can be [accessed here](#), the current Google Privacy Policy, which can be [accessed here](#), and the current Google Maps/Google Earth Additional Terms of Service which can be [accessed here](#). Your use of the Loopie Platform constitutes your acceptance to be bound by the Google Terms of Service, Google Privacy Policy, and Google Maps/Google Earth Additional Terms of Service.

Loopie also reserves the right to change or modify this Agreement from time to time without any notice to you. Amendments will be effective upon Loopie's posting of such updated modifications. Your continued access or use of the Services after such posting confirms your consent to be bound by this Agreement, as amended.

BY AGREEING TO THESE TERMS WHETHER BY ACCEPTING THEM DURING THE LOOPIE ACCOUNT SIGN-UP PROCESS OR BY USING THE LOOPIE PLATFORM WITHOUT AN ACCOUNT, YOU ACCEPT THIS AGREEMENT. IF YOU DO NOT AGREE WITH THESE TERMS AND DO NOT ACCEPT THEM, YOU DO NOT HAVE THE RIGHT TO USE THE LOOPIE PLATFORM.

Please contact our customer service department with any questions or comments about this Agreement:

Customer service:   **support@loopie.io**      **1-833-3-LOOPIE**      **206-388-5507**

## **2.    The Services.**

Loopie’s services comprise websites (“Site”), mobile applications (“App”) and related services which include enabling Users to arrange and schedule the laundering of clothes, pickup of dirty laundry, delivery of clean laundry, and to purchase certain goods, including with third-party providers of such services and goods under agreement with Loopie or certain Loopie affiliates ( collectively “Services”).

You acknowledge that your ability to obtain logistics or delivery services through the use of the Services does not establish Loopie as a logistics or delivery service or as a transportation carrier.

## **3.    Access to and Use of the Services.**

In order to access and use Loopie’s Services, you must register for and maintain an active user account (“Account”), be at least 18 years of age and otherwise capable of entering into binding contracts, and you have the right and authority and capacity to enter into this Agreement and to abide by its terms and conditions.

Account registration requires you to submit to Loopie certain personal information (“Personal Information”) such as name, address, mobile phone number, age, and at least one valid payment method supported by Loopie.

Account registration also requires you to select a confidential password or verify your phone number to protect your Account. Failure to maintain accuracy and up-to-date information in your Account may result in your inability to access or use the Services (as defined below). Users may create only one Account. Users may not authorize third parties to use or access their Account. You may not assign or transfer your Account to a third party. Users are solely responsible for maintaining the confidentiality of their Account and are responsible for all activities that occur under your Account. Should you suspect that any unauthorized party is accessing your Account or any other breach of security, you agree to notify Loopie immediately.

#### **4. License and License Restrictions.**

Subject to your compliance with these Terms, Loopie grants you a personal, limited, non-sublicensable, non-transferrable, and revocable license to access the Loopie Platform on compatible devices that you own or control, solely for your own personal, non-commercial use, and only in a manner that complies with all legal requirements that apply to you or your use of the Loopie Platform. Loopie may revoke this license at any time, in its sole discretion.

You may not modify, alter, reproduce, reverse engineer, distribute, or make the App or Platform available over a network where it could be used by multiple devices simultaneously. You may not rent, lease, lend, sell, redistribute or sublicense the App. If you breach these license restrictions, or otherwise exceed the scope of the license granted under these Terms, you may be subject to prosecution and legal damages, as well as liability for infringement of intellectual property rights.

#### **5. Delivery and Pickup Process of Services.**

##### **5.1 Duffel Bag Hand-off.**

You or your representative must be present at all pickups and deliveries to hand-off and receive your order. However, you may opt to leave your Duffel Bag unattended for pickups and deliveries. If you opt to leave your bag unattended, Loopie cannot be responsible for any loss or damage to your property.

##### **5.2 Completed Orders.**

Loopie is proud to offer a 24-hour turnaround time. However, completed orders may return to the User early or late, dependent on traffic or other restricting factors, that are out of the hands of the Company.

##### **5.3 Delivery Logistics.**

Pickup and delivery from the User might not necessarily be performed by Loopie employees or contractors. Loopie uses the Postmates Inc. delivery network to perform transportation services on behalf of Loopie.

##### **5.4 The Loopie Duffel Bag.**

The Loopie Duffel Bag (“Loopie Duffel Bag”) is for clothing, towels, sheets, and blankets ONLY. Do not place sleeping bags, shoes, handbags, backpacks, or other accessories or oversized items into the Loopie Duffel Bag. Placing any of the items listed in the previous sentence into the Loopie Duffel Bag shall constitute a breach of this agreement and Loopie will not be liable for damages to any such items.

The contents of one Loopie Duffel Bag will be washed together in one (1) load. It is the User’s responsibility to make sure that the items included in one laundry bag can be washed together.

The User assumes full responsibility if the washing of the items together results in the transfer of color from one item to another. LOOPIE WILL NOT SEPARATE THE CONTENTS OF A LAUNDRY BAG TO WASH IN DIFFERENT LOADS. IF THE USER WANTS ITEMS TO BE WASHED SEPARATELY, YOU MUST PUT THE ITEMS INTO SEPARATE LOOPIE DUFFEL BAGS.

Loopie is not responsible for loss of or damage to property that is improperly placed with the laundry, including, but not limited to, non-laundry items inside pockets or amongst clothing, laundry that cannot be machine washed in a regular cycle such as delicates or apparel that is too worn to be washed, and laundry that cannot be machine dried. Please reach out to our customer service if you have questions about the items Loopie will or will not accept. You can fill the Loopie Duffel Bag, but it cannot be so full that the bag cannot be closed completely. Stuffing the bag so that it does not close completely can result in the loss of your property, or result in extra charges.

#### 5.5 No Hazardous Materials.

The User may NOT place hazardous materials or items into the Loopie Duffel Bag. Hazardous materials and items that will not be accepted include but are not limited to restricted or illegal substances, firearms, knives, and hypodermic needles. This Agreement also prohibits the User from putting extremely soiled clothes into the Loopie Duffel Bag. Loopie considers clothes to be extremely soiled if they are contaminated with chemical or biological hazards including but not limited to toxic chemicals, fecal matter, urine, blood, vomit, or vermin. LOOPIE RESERVES THE RIGHT TO REFUSE OR DENY SERVICE TO ANY USER WHO HAS PLACED HAZARDOUS ITEMS INTO THE LOOPIE DUFFEL.

#### 5.6 Cell Phone Calls and Text Messaging.

By accepting this Agreement, you permit Loopie to contact you via text messages and calls to the cell phone number associated with your account. Loopie may contact User for pickup or delivery estimates, pickup or delivery confirmations, and pickup or delivery troubleshooting, as well as for marketing purposes.

#### 5.7 Disparity in Service Providers.

Loopie connects Users with independent service provider contractors (“Washers”) that perform the laundering of User’s clothing. Loopie maintains a vast network of Washers to provide the wash and fold service, but does not guarantee that the quality of folding and packaging will be uniform from Washer to Washer. The User accepts that there may be inconsistencies between folding style and quality from order to order. Furthermore, User may not request that their order be sent to a specific Washer.

#### 5.8 Private Property.

Loopie has the right to examine and document the contents of any User's Loopie Duffel Bag for the purpose of ensuring the safety of Loopie employees, Washers, and other independent contractors, for quality control inspections, or for any other purpose. Loopie is not required to notify the User of such inspections.

## **6. Charges and Fees.**

### **6.1 Payment.**

Payment for the Service may be made with credit or debit cards. Cards are charged upon order placement. Loopie accepts all major credit cards. Payment for Services will not be accepted in cash.

### **6.2 Additional Fees.**

You will be charged an additional fee for same-day service ("Express Service"). Express Service must be ordered between 8:00 a.m. and 12:00 p.m. to be eligible. This type of order will be delivered between 6:00 pm and 8:00 pm of the same day it was ordered.

### **6.3 Refunds.**

If there is a problem with our service, such as an issue of damp clothes returned to you, foreign items in your Loopie Duffel Bag, the wrong Loopie Duffel Bag returned to you, or other similar complaints, you may request to be refunded for the amount of the bag or bags in which the problem or problems occurred. You will NOT be refunded for inconsistencies in quality between orders. A refund will be issued ONLY for the value of the bag or bags in which the problem was found. The refund will NOT be granted for the value of the bags in which the problem did not occur. To be granted a refund, you must submit a written request in the form of either, (a) a letter mailed or hand delivered to Loopie (current address available online), or (b) an email to support@loopie.io within one week of the delivery date. Refund requests must be made by the User or the User's representative, include the User's full name, and a description of the issue.

### **6.4 Cancellation Fees.**

To cancel an order, the User must call 1-833-3-LOOPIE. Cancellation requests can be made until thirty (30) minutes before the pickup time slot. Time slots are two-hour (2-hour) windows beginning at 8 a.m. and ending at 8 p.m. Cancellation fees will be charged if the User cancels the order within the pickup time slot. If the cancellation is received after the pickup is made, the request will be denied and the Service will be completed.

## 6.5 Referral and Promotional Codes.

Loopie may, in its sole discretion, create referral and promotional codes that may be redeemed for discounts on future Services and/or a third-party provider's services, or other features or benefits related to the Services and/or a third-party provider's services, subject to any additional terms that Loopie establishes. You agree that referral and promotional codes: (a) must be used for the intended audience and purpose, and in a lawful manner; (b) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by Loopie; (c) may be disabled by Loopie at any time for any reason without liability to Loopie; (d) may only be used pursuant to the specific terms that Loopie establishes for such promotional codes; (v) are not valid for cash; and (e) may expire prior to your use. Loopie reserves the right to withhold or deduct credits or other benefits obtained through the use of referral or promotional codes by you or any other user in the event that Loopie determines or believes that the use or redemption of the referral or promotional code was in error, fraudulent, illegal, or otherwise in violation of Loopie's Terms.

## **7. Termination and Suspension.**

Loopie may terminate or limit your right to use the Loopie Platform in the event that Loopie is investigating or believe that you have breached any provision of this Agreement (a "User Breach"), by providing you with written or email notice. Such termination or limitation shall take effect immediately upon notice to User. Upon termination of User Account, User shall be prohibited from creating a new Account under your name or under a fake name or in the name of any third party. Termination of User Account does not negate the enforceability of this Agreement.

## **8. Intellectual Property Rights.**

All Loopie trademarks, copyrights, trade names, patents, trade secrets or other intellectual property, whether or not registered, are proprietary to Loopie and the Company retain all rights to them.

All text, photographs, graphics, logos, type face, designs, sounds, videos, images, trademarks, designs, and editorial content (collectively "Proprietary Material") that Users see or interface with on the Loopie Site or Platform is owned solely by Loopie. Loopie's Proprietary Material shall be protected in all forms of media and technologies, known, unknown, and hereinafter developed. Loopie shall be considered the author of all Proprietary Material as defined in the United States Copyright Act. Users may not copy, download, recreate, reconfigure, redesign, reverse engineer, reprint, retransmit or use anything from the Loopie Platform without Loopie's express written permission.

All service marks and trademarks of Loopie and Loopie logos, whether registered or not, belong exclusively to and are owned by Loopie. Any other third-party trademarks, service marks, or logos that appear on the Loopie Platform or Site, belong to their respective owners.

Users may not copy or use any of these marks, logos, or trade names with the written consent of the mark owner.

## **9. Limitation of Liabilities.**

You acknowledge and agree that Loopie is only willing to provide the Loopie Platform if you agree to certain limitations of our liability to you and third parties. Therefore, you agree not to hold Loopie and Affiliates, or their corporate partners, liable for any claims, demands, damages, expenses, losses, governmental obligations, suits, and/or controversies of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, direct, indirect, incidental, actual, consequential, economic, special, or exemplary, including attorneys' fees and costs (collectively, "Liabilities") that have arisen or may arise, relating to your or any other party's use of or inability to use the Loopie Platform, including without limitation any Liabilities arising in connection with the conduct, act or omission of any User or Service Provider (including without limitation stalking, harassment that is sexual or otherwise, acts of physical violence, and destruction of personal property), any dispute with any User or Service Provider, any instruction, advice, act, or service provided by Loopie and Affiliates.

UNDER NO CIRCUMSTANCES WILL LOOPIE AND AFFILIATES OR THEIR CORPORATE PARTNERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, ACTUAL, CONSEQUENTIAL, ECONOMIC, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOST CLOTHING, LOST PROFITS, LOSS OF DATA, LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, SYSTEM FAILURE, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY LOOPIE, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES) ARISING IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE LOOPIE PLATFORM, EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME.

LOOPIE AND AFFILIATES EXPRESSLY DISCLAIM ANY LIABILITY THAT MAY ARISE BETWEEN USERS OF ITS LOOPIE PLATFORM. LOOPIE AND AFFILIATES ALSO DO NOT ACCEPT ANY LIABILITY WITH RESPECT TO THE QUALITY OR FITNESS OF ANY WORK PERFORMED VIA THE LOOPIE PLATFORM.

## **10. Dispute Resolution and Arbitration.**

**IMPORTANT: PLEASE CAREFULLY READ THROUGH THE ARBITRATION AGREEMENT BELOW, AS IT MANDATES THAT DISPUTES BETWEEN YOU AND LOOPIE WILL BE RESOLVED ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION, RATHER THAN LITIGATION.**

### **10.1 Arbitration Guidelines.**

By entering into these Terms, you and Loopie agree that both you and Loopie are required to settle any disputes relating to (a) this Terms of Service Agreement, the existence, breach of contract, termination of Account, enforcement of Terms, interpretation or validity thereof, the Loopie Platform, Services, your relationship with Loopie, payments made by you or (b) Users' access and use of the Loopie Service on or before the date User agreed to these terms, on an individual basis in arbitration outside a court of law, as described by this Arbitration Agreement. This agreement precludes you from acting as a plaintiff or class member in any current or future case against Loopie. It will also preclude User from bringing any collective, consolidated or representative action against Loopie.

However, you and Loopie each retain the right to file an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.

YOU ACKNOWLEDGE AND UNDERSTAND THAT YOU AND LOOPIE ARE WAIVING THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL FOR ALL CLAIMS, UNLESS EXPRESSLY EXCLUDED IN THIS ARBITRATION AGREEMENT. THIS ARBITRATION AGREEMENT IS INTENDED TO REQUIRE ARBITRATION OF EVERY CLAIM OR DISPUTE THAT CAN LAWFULLY BE ARBITRATED, EXCEPT THOSE CLAIMS AND DISPUTES WHICH BY THE TERMS OF THIS ARBITRATION AGREEMENT ARE EXPRESSLY EXCLUDED FROM THE REQUIREMENT TO ARBITRATE.

This Arbitration Agreement is governed by the Federal Arbitration Act (FAA) and the rules of the American Arbitration Association (AAA), which can be found on the AAA's website ([www.adr.org](http://www.adr.org)) (the "AAA Rules") or by calling the AAA at 1-800-778-7879. This Arbitration Agreement survives through the termination of this Agreement or the end of your relationship with Loopie.

## 10.2 Arbitration Procedure.

The Arbitration Procedure is commenced only upon the delivery of a written Demand for Arbitration by the User to Loopie, as specified by the AAA rules. The arbitration will be held in the in the county of King, State of Washington or another location agreed upon by you and Loopie. If the value of the claim is less than 10,000 USD, either you or Loopie may opt to proceed with the arbitration on the telephone or in written correspondence. Other claims may require in-person hearings, subject to the arbitrator's discretion. In accordance with the AAA's rules, fundamental fairness may be met by holding meetings on the telephone or by other electronic means, unless otherwise directed by the arbitrator. If your claim is greater than 10,000 USD, your right to a hearing will be determined by AAA rules.



### 10.3 Arbitrator.

You and Loopie agree that your rights in the event of a claim will be decided by a neutral arbitrator rather than a jury or judge. The Arbitrator, not a federal, state, or local court or agency, will have exclusive authority to resolve any disputes relating to this Arbitration Agreement. In accordance with the Federal Arbitration Act and the American Arbitration Association, the arbitrator may either be (a) a retired judge or (b) a lawyer licensed to practice in the state of Washington and authorized by the AAA to conduct arbitration procedures. Both User and Loopie have equal right to choose the arbitrator from the AAA's list of authorized consumer dispute arbitrators. If User and Loopie cannot agree on an arbitrator within seven (7) days of the delivery of the Demand for Arbitration, an arbitrator will be chosen by the AAA in accordance with AAA rules.

### 10.4 Arbitration Awards.

The Arbitrator will decide upon the substance of the award in compliance with all applicable laws and on the timeframe determined by AAA rules. The arbitrator's award is final and binding on both you and Loopie. Judgement on the award may be brought to a court of competent jurisdiction to do so. Loopie hereby waives all right to recover costs associated with arbitration if Loopie wins in arbitration.

During the arbitration, the amount of any settlement offer made by User or Loopie must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any.

### 10.5 Fees.

The costs of arbitration will be shouldered based on AAA rules. If User commences arbitration in accordance with these Terms, User will be required to pay \$250 to initiate the arbitration. If the arbitrator finds the arbitration to be non-frivolous, Loopie will pay all other fees including filing fees and arbitrator and hearing expenses. You are responsible for your own attorneys' fees unless the arbitration rules and/or applicable law provide otherwise.

If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, User agrees to reimburse Loopie for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.

The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.

#### 10.6 No Class or Representative Actions.

**YOU AND LOOPIE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.**

Further, unless both User and Loopie agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If any court or arbitrator determines that this "No Class or Representative Actions" section is void or unenforceable for any reason or that an arbitration can proceed on a class or representative basis, then the arbitration provisions set forth above shall be deemed null and void in their entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

#### 10.7 Changes to this Arbitration Agreement.

Except for inconsequential changes that do not affect any rights or obligations herein, Loopie will provide thirty (30) days' notice of any changes to this section by posting on the Loopie Platform, sending User a message, or otherwise notifying you when you are logged into your Account. Amendments will become effective thirty (30) days after they are posted on the Platform or sent to you, or otherwise notified when you are logged into your Account. Changes to this section will otherwise apply prospectively only to claims arising after the thirtieth (30th) day. If a court or arbitrator decides that this subsection on "Modifications" is not enforceable or valid, then this subsection shall be severed from the section entitled "Dispute Resolution and Arbitration," and the court or arbitrator shall apply the first Dispute Resolution and Arbitration section in existence after you began using the Platform. You may otherwise reject the change by sending us written notice within thirty (30) days of the change to Loopie's address for Notice, in which case your account with Loopie will be immediately terminated and this arbitration provision, as in effect immediately prior to the amendments you reject, will survive.

#### 10.8 Notice Process.

A party who intends to seek arbitration must first send a written notice of the Dispute to the other, by certified mail or Federal Express (signature required), or if we do not have a physical address on file for you, by electronic mail ("Notice").

Loopie's address for Notice is:

*Loopie Inc.*  
159 Western Avenue West, Suite A450  
Seattle, WA 98119  
*Attn: General Counsel*

The Notice must: (1) Describe the nature and basis of the claim or dispute; and (2) Set forth the specific relief sought ("Demand").

**11. Severability.**

In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

**12. No Joint-Venture.**

No agency, partnership, joint venture, employer-employee or franchise-franchisee relationship is intended or created by this Agreement.

**13. Force Majeure.**

Loopie cannot be held accountable for delayed or canceled service in an event entirely out of our control, including but not limited to fires, floods, landslides, storms, earthquakes, disease, civil disturbances, cybersecurity issues, computer bugs, telecommunication disruptions, governmental action, or an act of God. In such an event, Loopie will attempt to resume service as soon as safely possible.

**14. Changes to this Agreement and the Loopie Platform.**

Loopie reserves the right, at its sole and absolute discretion, to change, modify, add to, supplement, suspend, discontinue, or delete any of the terms and conditions of this Agreement (including the Terms of Service and Privacy Policy) and review, improve, modify or discontinue, temporarily or permanently, the Loopie Platform or any content or information through the Loopie Platform at any time, effective with or without prior notice and without any liability to Loopie. Loopie will endeavor to notify you of material changes by email, but will not be liable for any failure to do so. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you must terminate, and immediately stop using, the Loopie Platform. Your continued use of the Loopie Platform following any revision to this Agreement constitutes your complete and irrevocable acceptance of any and all such changes. Loopie may also impose limits on certain features or restrict your access to part or all of the Loopie Platform without notice or liability.

**15. No Rights of Third Parties.**

None of the terms of this Agreement are enforceable by any persons who are not a party to this Agreement.

**16. Indemnity.**

By agreeing to these terms and using the Loopie Platform, the User agrees to indemnify and hold harmless Loopie and its officers, its employees, agents, and affiliates from any and all liabilities, claims, expenses (including attorney fees), losses, arising out of or in connection with your use of the Service or breach of these terms.

**17. Governing Law.**

This Agreement and your use of the Loopie Platform will be governed by, and will be construed under, the laws of the State of Delaware, without regard to its conflict of law principles.