

**Contact Info, Inc.**  
**TERMS OF SERVICE**

*These Terms of Service were last updated on July 26, 2017.*

Contact Info, Inc. (“Contact Info”, “Company,” “we,” “us,” “our”) provides solutions to collect information, update proprietary databases, and manage contact information. The Company operates a number of websites including include [UpdateBot](#) and [Contact Info](#) each a “Site”, and related mobile applications (each an “App”), developer APIs (each an “API”) and services (collectively, the “Products” or “Services”) which are copyrighted works. This Agreement applies to End Users and Developers. As used herein, “End User” means an end user (consumer or enterprise) of a Site, App, or Service. As used herein, “Developer” means any party that builds or develops products or services “Developer Apps” on top of the Contact Info API. Certain features of the Services or Site may be subject to additional guidelines, terms, or rules, which will be posted on the Service or Site in connection with such features, including without limitation the [Privacy Policy](#). All such additional terms, guidelines, and rules are incorporated by reference into this Agreement.

These Terms of Service (“Agreement”) sets forth the legally binding terms for your use of the Sites and Services. By accessing or using the Sites or Services, you are accepting this Agreement (on behalf of yourself or the entity that you represent) and you represent and warrant that you have the right, authority, and capacity to enter into this Agreement (on behalf of yourself or the entity that you represent).

We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time without further notice. You should periodically visit this page to review the current Terms of Service so you are aware of any revision to which you are bound. Your continued use of the Service after any such changes constitutes your acceptance of the new Terms of Service. If you do not agree to abide by these or any future Terms of Service, do not use or access (or continue to use or access) the Site or Service.

**Accounts**

In order to use certain features of the Site or Services you must register for an account with Contact Info (“Account”) and provide certain information about yourself as prompted by the registration form. In addition, you may voluntarily choose to create a Contact Info Account. You represent and warrant that: (a) all required registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) and you will provide complete information as prompted by the Service’s registration or update forms. Registration data and certain other information about you are governed by our [Privacy Policy](#). You may delete your Account at any time, for any reason, by following the instructions on the Site. The Company may suspend or terminate your Account at any time for any reason.

**End User Accounts**

On the condition that you comply with all your obligations under this Agreement, including, but not limited to, the Conditions of Use listed below, we grant you a limited, revocable, nonexclusive, nonassignable, nonsublicenseable license and right to utilize the Services, through a generally available web browser, mobile device, or application (but not through scraping, spidering, crawling

or other technology or software used to access data), to view information and use the Services that we provide on Contact Info or our webpages and in accordance with this Agreement. Any other use contrary to our mission and purpose is strictly prohibited and a violation of this Agreement. We reserve all rights not expressly granted in this Agreement, including, without limitation, title, ownership, intellectual property rights, and all other rights and interest in our Applications, Sites, and Services, and all related items, including any and all copies made thereof.

#### Premium Services

Contact Info may offer access to various features, functionality, and services which are in addition to the features and functionality available with a “free” account. The Company may charge fees for such access (“Premium Services”) either directly or through an App store such as, but not limited to, the Apple App Store or Google Play Store.

**Payment:** Upon selecting Premium Services, you agree to pay the applicable fees (including, without limitation, periodic fees for Premium Services) as they become due plus all related taxes. Your applicable fees will be as posted on the service Site unless a separate “Rate Schedule” has been provided by the Company. Some enterprise services require pre-payment of set amounts. Such payment shall be made from the payment card or credit card information you have linked to your account or with the relevant platform partner. Further, you agree to pay the cost to reimburse us for all collection costs and interest for any overdue amounts. Your obligation to pay fees continues through the end of the subscription period during which you cancel your Premium Services subscription. Upon purchase of any Premium Services directly from Contact Info, you agree to allow the Company to collect, use, and store your payment card information.

**Cancellation:** You may cancel Premium Services from your account before your renewal date. Cancellation will end billing and remove your access to the Premium Services at the end of your current billing cycle.

**Refunds:** All fees and charges are nonrefundable and there are no refunds or credits for partially used periods. However, the company will refund pre-paid account funds in excess of \$100 upon request.

#### Developer Services

If you are a Developer, please see the API License Addendum attached hereto and incorporated herein by this reference.

#### Eligibility

To be eligible to use the Services, you must meet the following criteria and represent and warrant that you: (1) are either at least 18 years of age, an emancipated minor, or possess legal parental or guardian consent; (2) are not currently restricted from the Services, or not otherwise prohibited from having a Contact Info account; (3) have full power and authority to enter into this Agreement and doing so will not violate any other agreement to which you are a party; (4) will not violate any rights of Contact Info, including intellectual property rights such as copyright or trademark rights; and (5) agree to provide at your cost all equipment, software, and internet access necessary to use the Services.

### Account Security

You are responsible for maintaining the confidentiality of your account login information, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify Contact Info of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Service. The Company will not be liable for any loss, damage, or purchases arising from your failure to comply with this Section.

### General Practices Regarding Use and Storage

You acknowledge that Contact Info may establish general practices and limits concerning use of the Service, including without limitation the maximum period of time that data or other content will be retained by the Service. You agree that the Company has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Service. You are solely responsible for creating backup copies of your End User Data if you desire. You acknowledge that the Company reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that the Company reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

### Mobile Services

The Service includes certain services that are available via a mobile device (collectively, the “Mobile Services”). To the extent you access the Service through a mobile device, your wireless service carrier’s standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using the Mobile Services, you agree that we and/or our users may communicate with you by SMS, MMS, push message or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us. We may also use the GPS locator capabilities of your mobile device to identify your current location and provide location aware services (such as recommending nearby contacts). In the event you change or deactivate your mobile telephone number, you agree to promptly update your account information to ensure that your messages are not sent to the person who acquires your old number.

### Conditions of Use

You are solely responsible for all code, information, data, text, software, messages or other materials (“Content”) that you upload, post, publish or display (hereinafter, “Upload”) or email via the Service. Any fraudulent, abusive, or otherwise illegal activity is prohibited. Contact Info reserves the right to investigate and take appropriate legal action against anyone who, in Contact Info’s sole discretion, violates this provision, including without limitation, removing content from the Service, suspending or terminating the account of such violators and reporting you to the law enforcement authorities. You agree to not use the Service to:

- a) Upload any content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer

software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; (vi) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or otherwise objectionable; or (vii) in the sole judgment of Contact Info, is objectionable or which restricts or inhibits any other person from using or enjoying the Service, or which may expose Contact Info or its users to any harm or liability of any type;

- b) Engage in any action that directly or indirectly interferes with, disrupts, or places an unreasonable load on the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service, including, but not limited to, any attempts to access or hack our servers or network;
- c) Violate any applicable local, state, national or international law, or any regulations having the force of law, or further or promote any criminal activity or enterprise;
- d) Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity, or create a user profile for anyone other than yourself as a natural person, or upload a profile image that is not yours;
- e) Solicit personal information from anyone under the age of 13, or send invitations to use the Service to individuals under the age of 13;
- f) Collect, use, copy, sell, distribute or transfer any information, including, but not limited to, Personal Data obtained from the Site or Services except as expressly permitted in this Agreement or as the owner of such information may expressly permit, including but not limited to harvesting or collect email addresses or other contact information to send unsolicited emails or other unsolicited communications;
- g) Obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Service;
- h) Publish inaccurate information in the designated fields on the profile form;
- i) Create a false identity or otherwise misrepresents your identity;
- j) Harass, abuse or harm another person/User;
- k) Use or attempt to use another's account without authorization;
- l) Adapt, modify or create derivative works based on the Services or any underlying technology;
- m) Remove any copyright, trademark or other proprietary rights notices contained in or on this Site;
- n) Engage in "framing," "mirroring," or otherwise simulating the appearance or function of the Site;

#### **Special Notice for International Use**

Software available in connection with the Service and the transmission of applicable data, if any, is subject to United States export controls. No Software may be downloaded from the Service or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the

Software is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Service, including as it concerns online conduct and acceptable content.

### **Apple- and Google-Enabled Software Applications**

As part of the Service, Contact Info may offer mobile apps that are intended to be operated in connection with products made commercially available by Apple Inc. (“Apple”, and such apps, “Apple-Enabled Software”) or third parties that operate using the Android operating system, which is owned by Google Inc. (“Google”, which together with Apple is referred to herein as the “Marketplace Provider”; such software together with the Apple-Enabled Software, the “Marketplace-Enabled Software”). With respect to the Marketplace Enabled Software, in addition to the other terms and conditions set forth in this Agreement, the following terms and conditions apply:

- a) Contact Info and you acknowledge that these Terms of Service are concluded between Contact Info and you only, and not with the Marketplace Provider, and that as between Contact Info and the Marketplace Provider, Contact Info, not the Marketplace Provider, is solely responsible for the Marketplace-Enabled Software and the content thereof.
- b) You may not use the Marketplace-Enabled Software in any manner that is in violation of or inconsistent with the usage rules set forth for Marketplace-Enabled Software in, or otherwise be in conflict with, the applicable market place terms of service (the “App Store Terms of Service”).
- c) Your license to use the Marketplace-Enabled Software is limited to a non-transferable license to use the Marketplace-Enabled Software on an iOS Product or Android-based product, as applicable, that you own or control, as permitted by the usage rules set forth in the App Store Terms of Service.
- d) The Marketplace Provider has no obligation whatsoever to provide any maintenance or support services with respect to the Marketplace-Enabled Software.
- e) The Marketplace Provider is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Enabled Software to you, if any; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, which will be Contact Info’s sole responsibility, to the extent it cannot be disclaimed under applicable law.
- f) Contact Info and you acknowledge that Contact Info, not the Marketplace Provider, is responsible for addressing any claims of you or any third party relating to the Marketplace-Enabled Software or your possession and/or use of that Marketplace-Enabled Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Marketplace-Enabled Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- g) In the event of any third party claim that the Marketplace-Enabled Software or the end-

user's possession and use of that Marketplace-Enabled Software infringes that third party's intellectual property rights, as between Contact Info and the Marketplace Provider, Contact Info, not the Marketplace Provider, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

- h) You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- i) If you have any questions, complaints or claims with respect to the Marketplace-Enabled Software, they should be directed to Contact Info.
- j) Contact Info and you acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms of Service with respect to the Apple-Enabled Software, and that, upon your acceptance of the terms and conditions of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you with respect to the Apple-Enabled Software as a third party beneficiary thereof.

The Google Play marketplace is owned and operated by Google. Your use of Google Play is governed by a legal agreement between you and Google consisting of the Google Terms of Service and the Google Play Terms of Service. In addition, your use of Google Play is subject to the Google Play Business and Program Policies. The Google Play Market Terms of Service, Google Play Business and Program Policies, and Google Terms of Service will take precedence in that order in the event of a conflict between them, to the extent of such conflict.

## **Intellectual Property Rights**

### **User Content**

Users may choose to submit post, upload and/or contribute content as part of, to or through the Services ("User Content"). When you use the Services we may collect User Content from you (as described in the Privacy Policy). If you are a Developer, when your End Users use your Developer App, we may collect User Content from your End Users. As used in this Agreement, "your User Content" means End User Data we collect from you if you are an End User or User Content we collect from your End Users if you are a Developer. We may combine Personal Data from End Users with information we collect from third party sources to create Enhanced Contact Data (as defined in the Privacy Policy). You are solely responsible for your User Content. You hereby represent and warrant that your User Content, and providing us your User Content to use and disclose in accordance with our Privacy Policy, does not violate any third-party rights, including any privacy rights, or any laws, regulations, or obligations imposed by any third party.

By uploading any User Content (including contact information or address book data), you hereby grant and will grant Contact Info and its affiliated companies, and you represent and warrant that you have the right to grant, an irrevocable, perpetual, nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to "Process" (meaning to perform any activity, including reproduce, upload, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, disclose, and otherwise use) your User Content, in connection

with the operation or promotion of the Services in accordance with the Privacy Policy. User Content may be processed in any form, medium or technology now known or later developed. You agree to waive your right to be identified as the author of any User Content and your right to object to derogatory treatment of such User Content.

We reserve the right (but have no obligation) to review your User-generated Materials, investigate, and/or take appropriate action against you in our sole discretion if you violate this Agreement or otherwise create liability for us or any other person. Such acts may include removing or modifying your User-generated Materials, terminating your Account, and/or reporting you to law enforcement authorities.

Under no circumstances will Contact Info be liable in any way for any content or materials of any third parties (including users and partners), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Service (“Submissions”), provided by you to Contact Info are non-confidential and Contact Info will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You acknowledge and agree that Contact Info may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms of Service; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Contact Info, its users and the public. You understand that the technical processing and transmission of the Service, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

#### Service Content, Software and Trademarks

You acknowledge and agree that the Service may contain content or features (“Service Content”) that now or in the future may be protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. You acknowledge that the Site and Services (including the API, Developer Plugins, and ContactCloud database) are all intellectual property owned by Contact Info. Except as expressly authorized by Contact Info, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Service Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you legally upload to the Service. In connection with your use of the Service you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. Any use of the Service or the Service Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Service or distributed in connection therewith are the property of Contact Info, our affiliates and our partners (the “Software”). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any

rights not expressly granted herein are reserved by Contact Info.

### Trademarks

Names and/or logos used on these websites may be trademarks and/or service marks of Contact Info (collectively the "Contact Info Trademarks"). Other product, and service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to Contact Info. Nothing in this Terms of Service or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Contact Info Trademarks displayed on the Service, without our prior written permission in each instance. All goodwill generated from the use of Contact Info Trademarks will inure to our exclusive benefit.

Facebook®, LinkedIn®, Google™, Android™, Google Play™, Gmail™, Apple®, iPhone®, iPad®, App Store®, and their logos are trademarks of their respective owners, all rights reserved.

The product and brand names above and any other product or brand names referenced on Contact Info Sites and Services are trademarks of their respective owners and do not imply affiliation with, sponsorship, or endorsement by owners.

### Third Party Websites

The Service may provide, or third parties may provide, links or other access to other sites and resources on the Internet. Contact Info has no control over such sites and resources and Contact Info is not responsible for and does not endorse such sites and resources. You further acknowledge and agree that Contact Info will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such site or resource. Any dealings you have with third parties found while using the Service are between you and the third party, and you agree that Contact Info is not liable for any loss or claim that you may have against any such third party.

### Social Networking Services

You may link your Contact Info account to various online third-party services, such as social media and social networking services like Facebook or LinkedIn ("Social Networking Services"). By directly integrating these Social Networking Services into the Service, we make your online experiences richer and more personalized. To take advantage of this feature and these capabilities, we may ask you to authenticate, register for or log into Social Networking Services on the websites of their respective providers. As part of such integration, the Social Networking Services will provide us with access to certain information that you have provided to such Social Networking Services, and we will use, store and disclose such information in accordance with our Privacy Policy. For more information about the implications of activating these Social Networking Services and our use, storage and disclosure of information related to you and your use of such services within Contact Info, please see our Privacy Policy. However, please remember that the manner in which Social Networking Services use, store and disclose your information is governed solely by the policies of such third parties, and Contact Info shall have no liability or responsibility for the privacy practices or other actions of any third-party site or service that may be enabled within the Service.

In addition, Contact Info is not responsible for the accuracy, availability or reliability of any

information, content, goods, data, opinions, advice or statements made available in connection with Social Networking Services. As such, Contact Info is not liable for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Social Networking Services. We enable these features merely as a convenience and the integration or inclusion of such features does not imply an endorsement or recommendation.

### **Indemnity and Release**

You agree to release, indemnify and hold Contact Info and its affiliates and their officers, employees, directors and agent harmless from any from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Service, any User Content, your connection to the Service, your violation of these Terms of Service or your violation of any rights of another. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

### **Disclaimer of Warranties**

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CONTACT INFO EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

CONTACT INFO MAKES NO WARRANTY (I) THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (IV) THAT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.

### **Limitation of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT CONTACT INFO WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF CONTACT INFO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, INCLUDING SUCH DAMAGES THAT RESULT FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT WILL CONTACT INFO'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID UNDER THESE TERMS OF SERVICE IN THE LAST TWELVE (12) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION

OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

### **Arbitration**

At Contact Info's or your election, all disputes, claims, or controversies arising out of or relating to the Terms of Service or the Service that are not resolved by mutual agreement may be resolved by binding arbitration to be conducted before JAMS, or its successor. Unless otherwise agreed by the parties, arbitration will be held in New York, New York, before a single arbitrator mutually agreed upon by the parties, or if the parties cannot mutually agree, a single arbitrator appointed by JAMS, and will be conducted in accordance with the rules and regulations promulgated by JAMS unless specifically modified in the Terms of Service. The arbitration must commence within forty-five (45) days of the date on which a written demand for arbitration is filed by either party. The arbitrator's decision and award will be made and delivered within sixty (60) days of the conclusion of the arbitration and within six (6) months of the selection of the arbitrator. The arbitrator will not have the power to award damages in excess of the limitation on actual compensatory, direct damages set forth in the Terms of Service and may not multiply actual damages or award punitive damages or any other damages that are specifically excluded under the Terms of Service, and each party hereby irrevocably waives any claim to such damages. The arbitrator may, in his or her discretion, assess costs and expenses (including the reasonable legal fees and expenses of the prevailing party) against any party to a proceeding. Any party refusing to comply with an order of the arbitrators will be liable for costs and expenses, including attorneys' fees, incurred by the other party in enforcing the award. Notwithstanding the foregoing, in the case of temporary or preliminary injunctive relief, any party may proceed in court without prior arbitration for the purpose of avoiding immediate and irreparable harm. The provisions of this arbitration section will be enforceable in any court of competent jurisdiction.

### **Term**

The license for use of the Services provided herein is effective until terminated. You may terminate your license at any time by ceasing to use the Services altogether, including removing the Applications from your devices and terminating your account, as applicable. You agree that Contact Info, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service and remove and discard any content within the Service, for any reason, including, without limitation, for lack of use or if Contact Info believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Service, may be referred to appropriate law enforcement authorities. Contact Info may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this Terms of Service may be effected without prior notice, and acknowledge and agree that Contact Info may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that Contact Info will not be liable to you or any third party for any termination of your access to the Service. Upon termination of this Agreement, you agree to cease using the Services and remove any Applications from your devices, together with all backup copies, modifications, printed or written materials, and merged portions in any form.

## **General**

These Terms of Service constitute the entire agreement between you and Contact Info and govern your use of the Service, superseding any prior agreements between you and Contact Info with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use affiliate or third party services, third party content or third party software. These Terms of Service will be governed by the laws of the State of New York without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and Contact Info agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within New York County, New York. The failure of Contact Info to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign this Terms of Service without the prior written consent of Contact Info, but Contact Info may assign or transfer this Terms of Service, in whole or in part, without restriction. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Service may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Service.

## **Privacy**

End Users must acknowledge having read our Privacy Policy prior to using the Services. Our Privacy Policy is incorporated by reference into this Agreement and governs our treatment of any information, including Personal Data you submit to us.

## **Notice for California Users**

Under California Civil Code Section 1789.3, users of the Service from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210. You may contact us using our [online form](#).

## **Questions? Concerns? Suggestions?**

Please [contact us](#) to report any violations of these Terms of Service, pose any questions regarding our Terms of Service, or with general inquiries about the Products.

## API License Addendum

This API License Addendum (“Addendum”) applies to Developers and is incorporated by reference into the Terms of Use (“Agreement”).

### Definitions

- “API” means the software program or programs in source code or executable code form, any documentation provided therewith, and any modified, updated, or enhanced versions of such items that Contact Info provides to Developer pursuant to this Addendum. For the avoidance of doubt, the API is deemed part of the “Service” (as defined above).
- “API Key” means the code provided by Contact Info that permits Developer to access the API.
- “Developer App” means an SDK, plug-in, or other software application that is (i) developed by or for Developer to use the Service and/or the API, and (ii) complies with the requirements of this Agreement and any restrictions described in the Privacy Policy.

### License

Subject to the terms and conditions of this Addendum, Contact Info grants to Developer a limited, non-exclusive, non-transferable, license to: (i) internally use the API Key to access the API, (ii) internally use, perform, display, reproduce the API solely as necessary to develop, maintain and support the Developer App, in accordance with the specifications included in the API; (iii) provided that the Developer App complies with all requirements in this Agreement, reproduce and distribute copies of the API (in its original form or as modified), in executable code form only, solely as incorporated into the Developer App to End Users pursuant to a binding written agreement that contains terms no less restrictive than the Minimum EULA Terms set forth below; and (iv) distribute data through the Developer App to End Users.

Developer acknowledges that the API and its structure, organization, and source code constitute valuable trade secrets of Contact Info and/or its suppliers. Accordingly, Developer agrees not to disclose, distribute, sublicense, lease, rent, loan, resell or otherwise transfer the data received from the Service or API, the Service or API (other than those elements incorporated into the Developer App) or the API Key to any third party. Developer must reproduce, on all copies made by or for Developer, and must not remove, alter, or obscure in any way all proprietary rights notices (including copyright notices) of Contact Info or its suppliers on or within the copies of the API. Developer will immediately notify Contact Info if Developer becomes aware of any material breach relating to the API.

Developer will not, and will require any and all third parties to which it provides any data from the Service or the API (“Data Recipients”) to not, use such data for the purposes of cookie tracking, ad exchanges, ad networks, data brokerages, sending electronic communications (including email) in violation of applicable law, or any other activity or purpose identified as prohibited by Contact Info in any communication sent to Developer. If Contact Info informs Developer that a specified activity or purpose is prohibited, Developer will ensure that any and all Data Recipients immediately cease processing of any such data for the prohibited activity or purpose. If Developer is not subject to the laws based on the EU Data Protection Directive 95/46 or Swiss Federal Data Protection law, Developer hereby agrees to either (i) subscribe to the Safe Harbor principles or (ii) contractually

agree to provide at least the same level of protection for Personal Data as is required by the relevant Safe Harbor principles. Strict compliance with this section is a condition of the license in this Agreement and a material requirement of this Agreement.

## **Developer Apps**

### **Submission**

If requested by Contact Info, Developer will submit to Contact Info each Developer App that Developer distributes or plans to distribute, in accordance with the instructions on Contact Info's website. Developer grants to Contact Info a non-exclusive license to internally use, perform, display, reproduce, modify, and create derivative works of the Developer App to evaluate the Developer App during the term of this Addendum. Contact Info may, at any time and in its sole discretion, notify Developer that Developer may no longer distribute a Developer App until such Developer App meets conditions specified by Contact Info. Upon receipt of such notice, Developer shall promptly cease distribution of the Developer App until the Developer App meets such conditions, in Contact Info's judgment.

### **App Policy**

Developer is solely responsible and liable for the Developer App. Developer is solely responsible for supporting the Developer App. The Developer App must comply with the following (the "App Policy"): the Developer App may not (i) violate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) violate any laws or regulations (including any privacy laws) or any obligations or restrictions imposed by any third party; (iii) be unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, or patently offensive, or promote racism, bigotry, hatred, or physical harm of any kind against any group or individual, or be otherwise objectionable; (iv) be harmful to minors in any way; (v) contain any computer viruses, worms, or any software intended to damage or alter a computer system or data; (vi) send unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; or (vii) harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent.

### **Minimum EULA Terms**

The following constitute the "Minimum EULA Terms": (i) the End User must accept Contact Info's Terms of Use and Privacy Policy; (ii) title to and ownership of the API remains with Contact Info and its suppliers; (c) the End User may not (A) copy, alter or modify the API, (B) reverse engineer, decompile, disassemble, or in any way attempt to derive the source code for the API, or (C) use the API except as embedded within the Developer App; (iv) all express and implied warranties regarding the API by Contact Info and its suppliers are disclaimed; (v) all consequential, special, and indirect damages are disclaimed on behalf of Contact Info and its suppliers; (vi) the End User must grant the Developer all rights (including consents and licenses) needed from the End User for Developer to grant Contact Info the license to use its End User Data in accordance with this Agreement; and (vii) Developer's privacy policy must comply with all applicable privacy laws and must contain a notice that Contact Info will collect, and/or receive from Developer, End User Data and will process such data in accordance with Contact Info's privacy policy.

**Confidentiality**

“Confidential Information” includes the API Key and API and any other materials of Contact Info that Contact Info designates as confidential or which Developer should reasonably believe to be confidential, including Third Party Access Tokens, Account Credentials and Social Media user IDs. Developer shall hold Contact Info’s Confidential Information in confidence and shall neither disclose such Confidential Information to third parties nor use Contact Info’s Confidential Information for any purpose other than as necessary to perform under this Addendum. Developer agrees to limit access to the Confidential Information to those employees, agents, and representatives who are necessary for Developer to perform its obligations under this Addendum. All such employees, agents, and representatives must have a written confidentiality agreement with Developer that is no less restrictive than the terms contained herein. Developer will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Developer protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. The foregoing restrictions on disclosure shall not apply to Confidential Information that is (a) already known by Developer; (b) becomes, through no act or fault of Developer, publicly known; (c) received by Developer from a third party without a restriction on disclosure or use; or (d) independently developed by Developer without reference to Contact Info’s Confidential Information.

**Fees**

Developer will immediately pay all fees applicable to the products or services purchased from Contact Info. The purchase path pages of the Site are hereby incorporated into this Addendum. Any changes to fees will be provided to Developer by email or posted on a public pricing page. If the Developer does not agree to pricing terms, the Developer must discontinue use of the platform.

**Term and Termination**

This Addendum will remain in effect until the Developer’s subscription has expired or it has been terminated as provided in this Section. Developer may terminate this Addendum, effective immediately upon email notice to Contact Info, if Contact Info breaches any provision of this Addendum and does not cure the breach within thirty (30) days after receiving written notice thereof. Contact Info may terminate this Addendum, effective immediately upon email notice to Developer, if Developer breaches any provision of this Addendum. Either party may terminate this Addendum for convenience upon providing sixty (60) days notice to the other party. Upon termination or expiration of this Addendum for any reason, all licensed rights granted in this Addendum to Developer will immediately cease to exist and Developer will irrecoverably delete any and all data it received from the Service or the API. Developer’s obligation to pay any fees applicable to the balance of the Developer’s then-current subscription term, will survive any expiration or termination of this Addendum for any reason.