

[KNEXIS Multi-Channel Communication Terms of Use](#)

Dated: 01 January, 2016

Overview

The terms and conditions on this page apply to both users of KNEXIS's web-based user interface and anyone using an application programming interface (API) in connection with the KNEXIS service.

PLEASE READ THESE TERMS OF USE COMPLETELY AND CAREFULLY. THEY MAY HAVE CHANGED SINCE YOUR LAST VISIT TO THIS PAGE. BY USING THIS SERVICE (ALSO REFERRED TO AS "WEBSITE"), WHETHER THROUGH KNEXIS'S WEBSITE OR THROUGH AN API, YOU INDICATE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO THESE TERMS OF USE. IF YOU DO NOT ACCEPT THESE TERMS OF USE, PLEASE DISCONTINUE USE OF THIS SERVICE IMMEDIATELY. IF YOU ARE A RESELLER OR A USER OF KNEXIS'S WHITE LABEL SERVICE, YOU ALSO AGREE TO INCORPORATE THESE POLICIES INTO YOUR OWN POLICIES, PRODUCTS, AND SERVICES AND TO ENSURE THAT YOUR CUSTOMERS OR USERS ADHERE TO THESE TERMS.

KNEXIS reserves the right, at its sole discretion, to modify and post these Terms of Use at any time without prior notice. You are advised to visit this page to review the current Terms of Use on a regular basis.

KNEXIS provides businesses and organizations with a variety of tools to collect names, phone numbers, email addresses, and other information on an opt-in basis. KNEXIS also provides a tool to help you import subscriber data. However, contact information may be imported only if the subscribers gave full consent to receive a specified type of messaging from your organization. Proof of such specific consent is required as part of the certification process before the import of contact information.

In addition, industry regulations prohibit text-to-win campaigns by shared short code or transmitting undesirable content such as violence, pornography, alcohol, illegal drugs, and other prohibited material described in this document.

KNEXIS's service may NOT be used for sending any unsolicited messages (commonly known as spam) except for government-sanctioned cases such as financial and healthcare alerts. You agree to the privacy and anti-spam policies described in this document and agree to enforce the indicated permission-based marketing practices with anyone using your account as required by law. You agree to assume full responsibility and accept the legal consequences of any action by anyone using your account.

KNEXIS reserves the right to suspend or terminate your account at any time, at its sole discretion, and without prior warning or refund if your account activity is reasonably believed to violate any term in this agreement or applicable law. Violation of applicable anti-spam regulation may also cause third-party legal action against you. KNEXIS also reserves the right to refuse service if KNEXIS believes that your conduct is harmful to the interests of KNEXIS and its affiliates. KNEXIS reserves the sole discretion and right to permanently delete archived data after 90 days.

KNEXIS will not use your database or any other private information stored in your account for any purpose other than those indicated in these Terms of Use or to comply with legal requirements.

Permission-Based Subscription Requirements

KNEXIS has a no-tolerance [policy](#) toward spam. Although KNEXIS does not assume the duty or obligation to monitor messages, KNEXIS reserves the right, in its sole and absolute discretion, to monitor any and all messages created or sent by you or any third party at any time without prior notice to ensure that they conform to guidelines and policies pertaining to our Website and services.

Evading KNEXIS's monitoring system or the transmission of spam messages through the system violates these Terms of Use. If you know of or suspect any violators, please notify us immediately by clicking [here](#).

Every outgoing email via the KNEXIS service must contain a link that allows the recipient to unsubscribe from your distribution list(s). Voice broadcasts also must include verbal instructions for opting out of your calling list. All mobile messages must conform to the latest available best-practice guidelines published by the Mobile Marketing Association (currently available at <http://www.mmaglobal.com/policies/consumer-best-practices>), which you agree to review before using KNEXIS's service. For example, and without limitation, every SMS message must include **"STOP"** instructions.

IMPORTANT for Mobile Keywords: You must include the opt-in disclosure shown below in all of your promotional materials in all media: website, printed material, digital and event promotions, broadcasts, and any other material promoting your mobile keyword. The Telephone Consumer Protection Act (TCPA) and Cellular Telephone Industries Association (CTIA) strictly prohibit omission of this disclosure in whole or in part. Failure to include the following terms may result in suspension of your mobile keyword without warning as well as third-party legal action.

- **Summary Terms & Conditions:** Our mobile text messages are intended for subscribers over the age of [minimum age] and are delivered via U.S. short code [short code]. You may receive up to **[message count] message(s) per month for [messaging program or content]. Message and data rates may apply.** This service is available to persons with text-capable phones subscribing to AT&T, Verizon Wireless, T-Mobile®, Sprint, Virgin Mobile USA, Cincinnati Bell, Centennial Wireless, Unicef, U.S. Cellular®, or Boost. For help, text **HELP** to [short code], email [support email], or call +1 [support phone number]. You may stop your mobile subscription at any time by text messaging **STOP** to short code [short code].

Privacy and Anti-Spam Policies

The following terms and information (ending at "Warranty Disclaimer") constitute an introduction to the concept of spam and the general contours of a responsible, permission-based campaign. This general information is not an exclusive source for applicable laws, guidelines, and compliance responsibilities pertaining to your use of KNEXIS's service. In the event of any conflict between the information below and any law or industry regulation, you are to observe the applicable law or regulation.

- **What is spam?** Spam is any type of unsolicited message. You should not assume that an existing relationship with any message recipient constitutes permission to send messages. For example, if a customer disclosed a mobile number in the course of business but did not give you specific permission to send messages, you cannot send messages to that number. Before using KNEXIS's service, you agree to review and abide by the following linked resources and to check for any revisions, as they may be amended over time.
 - [TCPA](#)

- [CAN-SPAM Act](#)
 - [MMA](#)
 - [CTIA](#)
 - [CRTC \(for sending messages to Canada\)](#)
- **What constitutes consent?** As required by law, all message recipients must be clearly and fully notified of (1) the collection of their contact information, (2) the purpose of its collection, and (3) the use of their contact information, and they must give explicit consent prior to receiving your call or message. The required record of consent differs depending on the nature of your message. Solicitation messages require prior WRITTEN consent. You must obtain consent even if you have had prior business relations with the recipients. Purchasing a product or service from you, participating in an event with you, or "liking" or "following" your business on Facebook or Twitter does not constitute consent to receiving messages from you. If you require confirmations of opt-ins to your service but do not receive a response from a given contact, you do not have sufficient consent and may not send messages to that contact.
 - **What constitutes prior express written consent?** If you are sending text or voice solicitations, your campaign must meet the "prior express written consent" standard. The revised TCPA rule defines prior express written consent as a signed written agreement that clearly and conspicuously discloses the following to the consumer.
 - Signing the agreement authorizes the seller to deliver telemarketing messages to a designated phone number by use of an automatic telephone dialing system.
 - The consumer is not required to sign the agreement or agree to enter into it as a condition of purchasing any property, goods, or services.
 - As indicated in the E-SIGN Act, the required signature may be obtained via email, online form, text message, telephone keypad, or voice recording. For more details on the revised TCPA regulation, click [here](#).
 - You agree that you will not access or otherwise use any third-party list of email addresses or phone numbers or otherwise engage in unsolicited messaging in connection with our service.
 - You agree to all terms set forth in KNEXIS's [Import Agreement](#), [Privacy Policy](#) and [Anti-Spam Policy](#).
 - You agree that you will import, add, edit, access and otherwise use in connection with KNEXIS's service only contact information with proof, which you shall retain, of each subscriber's prior express written consent to receive solicitation from you. KNEXIS reserves the right, at its sole and absolute discretion, to deny access to import functions, to impose a stringent qualification process, to require proof of consent or opt-in method, or to require documentation of your or your organization's legal identity.
 - You agree to represent truthfully your identity, the identity of your organization, your product or service, availability, pricing, benefits, and any other offering aspects to your subscribers in all messages.
 - You agree to comply with all local, state, and federal regulations as well as general practices governing your content or promotion type.

Acceptable Use Policy

KNEXIS reserves the right to determine any violation of this Acceptable Use Policy at its sole discretion. KNEXIS's services may be used for only lawful purposes. Using the services in an illegal or abusive manner or any other manner that interferes with or diminishes others' use or enjoyment of the services is prohibited.

The following list gives examples of illegal, abusive, interfering, or otherwise illicit use of the services. This list is provided by way of example and shall not be considered exhaustive.

- Adversely affecting the availability, reliability, or stability of KNEXIS's services

- Launching or facilitating, whether intentionally or unintentionally, a denial-of-service attack on any of KNEXIS's services
- Attempting to bypass, disable, or impair any security measure or otherwise using the services in any manner posing a security or service risk to KNEXIS, any KNEXIS client, or any of their subscribers
- Testing or reverse-engineering the services in order to evade filtering capabilities or to find limitations or vulnerabilities
- Using the services in any manner that may subject KNEXIS or any third party to liability, damages, or danger
- Using the services in any manner that violates any applicable third-party policy or requirement
- Using the services in any manner that violates the Mobile Marketing Association's guidelines or best practices, carrier guidelines, or any other industry standard
- Promoting or engaging in any illegal activity, including but not limited to fraud, in any connection with your account
- Using any property or material trademarked or copyrighted by KNEXIS in any manner other than those expressly permitted under these Terms of Use
- In message transmission or any other manner violating, infringing, or misappropriating the rights of any third party, including but not limited to trademarks, copyrights, and rights of publicity
- Harvesting or otherwise collecting without consent information including but not limited to email addresses and phone numbers
- Engaging in spamming or any other activity that violates anti-spamming laws and regulations, including but not limited to the CAN-SPAM Act, the Telephone Consumer Protection Act, and the Do-Not-Call Act
- Using the services in connection with any unsolicited or unwanted transmissions (commercial or otherwise), including but not limited to phone call, text message, and voicemail
- Offering any emergency services ("emergency services" meaning any communications connection to emergency personnel or to public-safety answering points such as 911 and E911)
- Using your account to mislead others as to the identity of the sender or the origin of a message or phone call by any means including but not limited to a false identity, a misleading email address or phone number, and a forged header
- Violating or facilitating the violation of any U.S. or foreign law governing the transmission of technical data or software
- Interfering with or disrupting any network connected to KNEXIS services or violating the regulations, policies, or procedures of any such network
- Using the KNEXIS services or any component thereof in a manner not authorized by KNEXIS

Prohibited Content

In addition to and without limitation to terms under the Acceptable Use Policy, KNEXIS prohibits any use of the service in connection with any of the following types of content, products, and services.

- Pornography, sexual products, otherwise sexually explicit material, and escort services
- Illegal drugs and drug contraband
- Alcoholic beverages, especially any promotion of alcohol to persons under 21 years of age
- Pirated computer programs, viruses, worms, Trojan horses, or other harmful code
- Instructions or materials for the assembly of bombs or other weapons
- Disclosure of anyone's private or personally identifying information without such party's prior express written consent (or parents' prior express written consent in the case of a minor)
- Material that displays any person under 18 years of age in an illicit or otherwise exploitative manner
- On the basis of the practices and standards of your industry and community, any illegal or improper promotion to persons under 18 years of age

- Products, services, or content commonly associated with unsolicited commercial messages (a.k.a. spam), including but not limited to online and direct pharmaceutical sales (e.g., health and sexual well-being products), work-at-home businesses, credit or finance management (e.g., credit repair, debt relief, stock and trading tips), mortgage finance, claims of lost bank accounts or inheritances, and odds-making and gambling services (e.g., poker, casino games, horse and dog racing, college and professional sporting events)
- Pyramid schemes or multilevel-marketing (a.k.a. MLM or network marketing) businesses, including but not limited to "get rich quick," "build your wealth," and "financial independence" offerings
- Any libelous, defamatory, scandalous, threatening, or harassing activity
- Objectionable content including profanity, obscenity, lasciviousness, violence, bigotry, hatred, and any discrimination on the basis of race, sex, religion, nationality, disability, sexual orientation, or age
- Advocation, promotion, or other encouragement of violence against any government, organization, group, or individual or any instruction, information, or assistance in causing or carrying out such violence
- Any product or service related to death (e.g., mortuaries and cemeteries)
- Any product or service that is unlawful where such product or service or promotion thereof is received
- Images of authors, artists, photographers, or others without prior express written consent from the content owner
- Any mention of any wireless carrier or any representation that copies or parodies any product or service of any wireless carrier

Warranty Disclaimer

KNEXIS PROVIDES ITS SERVICE AND ALL RELATED CONTENT ON AN "AS IS" BASIS. KNEXIS AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESSED, IMPLIED, OR STATUTORY. EXCEPT TO THE EXTENT PROHIBITED BY LAW, KNEXIS DISCLAIMS ALL WARRANTIES, INCLUDING AND WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE, AND QUIET ENJOYMENT AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

WITH THE EXCEPTION OF TERMS INDICATED IN ANY SEPARATE SERVICE LEVEL AGREEMENT, KNEXIS DOES NOT WARRANT THAT ITS SERVICES OR WEBSITE WILL FUNCTION AS DESCRIBED OR WILL BE TIMELY, UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS OR THAT ANY STORED DATA WILL BE SECURE OR SAFE FROM LOSS OR DAMAGE. ALTHOUGH KNEXIS SHALL NOT BE RESPONSIBLE FOR ANY SERVICE OR WEBSITE INTERRUPTION, KNEXIS WILL ATTEMPT TO REROUTE TRAFFIC THROUGH ANOTHER SHARED SHORT CODE IF THE PRIMARY SHORT CODE IS IMPAIRED.

NO VERBAL ADVICE OR WRITTEN INFORMATION GIVEN BY KNEXIS, ITS EMPLOYEES, LICENSORS, LICENSEES, AFFILIATES, OR AGENTS OR BY ANY OTHER THIRD PARTY SHALL CREATE ANY WARRANTY. NOR MAY YOU OR YOUR SUBSCRIBERS INTERPRET ANY SUCH INFORMATION OR ADVICE AS SUCH REPRESENTATION.

Indemnification

You hereby agree to defend, indemnify, and hold harmless KNEXIS and its business and technology partners, underlying technology creators, third-party suppliers, operators and providers, licensors, board

members, officers, directors, shareholders, employees, distributors, resellers, affiliates, and agents from and against any damages, losses, liabilities, judgments, fines, settlements, and expenses (including, without limitation, costs and reasonable attorneys' fees) in connection with any claim or action arising from any cause such as (i) any act or omission that, if true, would constitute a breach of this agreement, (ii) any privacy or spam policy violation alleged to have been committed through any use of your KNEXIS account, (iii) any other use of KNEXIS's service in any manner not authorized by these Terms of Use, in violation of the restrictions herein, or in violation of applicable law, and (iv) any other reason including but not limited to acts of God, destruction, theft, defects, viruses, communication failure, failure of performance, impairment or loss of data, suspension or termination of service, and unauthorized access to KNEXIS's system, records, data, or settings.

You agree that KNEXIS has the right to seek and recover all of its damages caused by you through any use of the service in an unlawful manner, in a manner that violates KNEXIS's privacy, acceptable use, import, or anti-spam policies, or in a manner inconsistent with the terms of this agreement. You acknowledge that such damages may include, without limitation, direct, indirect, special, incidental, cover, reliance, and consequential damages. You acknowledge and agree that this provision will apply to all services from KNEXIS and its affiliates whether or not KNEXIS is notified of any possibility of such damages. The terms of this section shall survive the termination of this agreement regardless of the cause or nature of such termination.

Termination

Customers who Do Not have a one (1) year or multi-year agreement with KNEXIS may terminate this agreement at any time by submitting a support ticket through KNEXIS's user interface. Service may not be cancelled by any other method such as phone, email, or letter.

Lack of activity alone does not automatically terminate your account, and you are responsible for service fees until you expressly cancel your account or until your data has been purged (whichever occurs first). KNEXIS may delete any of your archived data after 30 days following the date of termination. If your account has not been cancelled and is classified by KNEXIS as inactive for at least 90 days, KNEXIS reserves the sole discretion and right to permanently and irrevocably delete all of your account data. In the absence of an explicit cancellation request by support ticket, you agree to pay any and all applicable fees through the date of KNEXIS's purging of your data. You understand and agree that KNEXIS will make no refund of any fees whether or not the service has been used.

At any time, with or without notice, KNEXIS may terminate this agreement or the service or disable your account in whole or in part at KNEXIS's sole discretion. KNEXIS shall bear no liability to you or any third party because of any such action.

Acknowledgements

You hereby acknowledge and agree to the following terms, subject in each case to the terms indicated elsewhere in this agreement.

- The service will be subject to monthly or yearly software license fees

- Some features may not be permissible under the laws of certain jurisdictions. You agree that you bear sole control and responsibility over compliance with any such laws and assume sole liability for any noncompliance.
- KNEXIS is not required to provide data outside the system that are already available through the user interface, including but not limited to exported files containing specific messages, subscriber phone numbers, and opt-out lists.
- You are not allowed to import or incorporate (into any contact list, message, social campaign) or upload (to KNEXIS servers) any of the following information: social security numbers, national insurance numbers, credit card numbers, passwords, security credentials, or sensitive personal or medical information of any kind.
- Text-to-win sweepstakes may be approved only by use of a dedicated short code. Shared short codes may not be used for such promotions.
- If any provision of this agreement is found to be unenforceable or invalid, such provision shall be limited or annulled to the minimum necessary extent to leave the remainder of this agreement fully enforceable and valid.
- You and KNEXIS agree that this agreement is a factual and necessary statement of the mutual understanding and working relationship of the parties and that all waivers and modifications must be in writing signed by both parties, except as otherwise provided herein. No verbal exception or agreement with any KNEXIS representative will be honored. No delay or omission by KNEXIS in exercising any right or remedy under this agreement or existing at law or equity shall be considered a waiver of such right or remedy.
- No agency, partnership, joint venture, or employment is created as a result of this agreement, and you have no authority of any kind to bind KNEXIS in any respect whatsoever.
- In any action or proceeding with you to enforce KNEXIS's rights under the Agreement, you agree that KNEXIS will be entitled to recover its costs and attorneys' fees.
- The agreement shall be governed by the laws of the State of California, without regard to its choice of law or conflict of law's provisions. All legal actions in connection with the agreement shall be brought in the state or federal court located nearest Los Angeles, California.
- KNEXIS reserves the right to refuse, suspend, disable, or terminate any party's service, in whole or in part, at any time, for any reason, and without notice. KNEXIS shall bear no liability to you or any third party for any direct, indirect, incidental, special, or consequential damages due to any manner of use or inability to use service elements including but not limited to short codes, mobile keywords, online signup pages, API keys, login access, the control panel, and DSP email servers.

Import and API Agreement

Consumer privacy and anti-spam obligations are high priorities for Knexis and our technology providers. The terms and linked resources herein are provided to help you (the "Customer") conduct responsible and legal permission-based messaging. You are required to read this agreement before importing contact information and initiating any messaging. This agreement applies to both users of Knexis standard interface and API users.

API Agreement & Import Certificate

When importing or otherwise adding contact information manually or via API, you will be required to show that all included contacts have expressly opted in to messaging from you and were not exchanged, rented, purchased, or otherwise acquired from any third party. All customers must complete the following steps to be certified to add contact information.

1. Complete and submit a "Certification and Agreement for Consent by Message Recipients" form
2. Provide links to online sign-up forms used to collect contacts
3. Provide images of any paper sign-up forms
4. Submit details of any other subscription methods to be reviewed by Knexis' s technical support department
5. Provide government-issued identification for the contract signatory
6. Provide proof of establishment of customer's business or organization

Regulations & Industry Guidelines

You agree to comply with relevant industry guidelines and regulations in any use of the Trumpia service, including the importing of contact information, the transmission of messages to your contacts, and any related API. As indicated in Knexis' s Terms of Use, such laws and rules include but are not limited to the following (all linked websites subject to change).

- [National Do Not Call Registry](#)
- [Telephone Consumer Protection Act \("TCPA"\) 47 U.S.C. § 227](#)
- [Revised TCPA \(for text or voice solicitations\)](#)
- [CAN-SPAM Act](#)
- [Mobile Marketing Association \("MMA"\) guidelines](#)
- [CTIA guidelines](#)

Text Messaging

In regard to text messaging, the following regulations must be strictly observed. We provide them here to underscore their importance.

- "Content providers must obtain opt-in approval from subscribers before sending them any SMS or MMS messages or other content from a short code." (MMA ID: CCS-08)
- "Beyond violating the subscriber opt-in policy, sending messages to third-party lists is not an effective interactive mobile marketing tactic." (MMA ID: CCS-14)
- "Selling mobile opt-in lists is prohibited." (MMA ID: CCS-15)
- "For recurring standard rate programs, subscribers should indicate their willingness to participate in a program and receive messages from the program as follows (MMA ID: CCS-100):
 - Subscriber initiates opt-in to a recurring standard rate program by responding to a call to action (MMA ID: CCS-101)
 1. i.) Subscriber may send a mobile-originated message from handset to short code
 2. ii.) Subscriber may initiate opt-in from a web interface
 3. iii.) Subscriber may initiate opt-in from a WAP interface
 4. iv.) Subscriber may initiate opt-in from an IVR system
 5. v.) Subscriber may initiate opt-in from a paper-based consent form
 - Program responds with pertinent phone, program, and contact information via web/WAP/IVR/handset/paper application-based form (MMA ID: CCS-101)
- "This opt-in applies only to the specific program a subscriber is subscribed to and should not be used as a blanket approval to promote other programs, products, and services. However, after the subscriber has been given the complete details about the opt-in scope, the subscriber may opt-in

to receive other messages. A content provider may, however, communicate with existing opted-in subscribers through non-premium messages that a) notify subscribers of updates to their existing service or b) are part of a retention program for that particular service. Directions to unsubscribe from these messages must be clearly available with the delivery of each message." (MMA ID: CCS-103)

- "Program flow and information must not be misleading in any way." (MMA ID: CCS-104)
- Any online form or promotion used to collect customer contact data must include the following:
 - [Organization name]: You will receive [description of alerts]. Get up to [frequency] messages per month. Text HELP for help. Text STOP to cancel. Msg & data rates may apply. Terms & conditions available at [URL], email [email address], or call [phone number].
- All telephone numbers in your database will receive messaging from ONLY the business or organization specified for this account and not any other. By way of example, if you open a Trumpia account for Restaurant A and you happen also to own Restaurant B, the contact list from Restaurant A cannot be used for solicitations from Restaurant B. Furthermore, you are NOT allowed to import the list from Restaurant A into a list for restaurant B. Contact information must be used for messaging from only one business, organization, or location.
- The revised TCPA rule states that if you are sending text or voice messages for solicitation purposes, then your campaign must meet the "prior express written consent" standard. The TCPA defines prior express written consent as a signed written agreement that clearly and conspicuously discloses the following to the consumer.
 - By signing the agreement, he or she authorizes the seller to deliver telemarketing messages to a designated phone number by use of an automatic telephone dialing system.
 - The consumer is not required to sign the agreement or agree to enter into it as a condition of purchasing any property, goods, or services.
- Text messages will be limited to the period between 8:00 a.m. and 9:00 p.m., recipient's local time.

Voice Broadcast

You agree to the following terms in relation to any use of your account for voice broadcasting in addition to all applicable regulations indicated above.

- You may import phone numbers for voice broadcast under either of the following conditions.
 - All included subscribers have provided prior express written consent for telephone messages.
 - You are a tax-exempt, nonprofit charitable organization or a for-profit telemarketing service making calls on behalf of a tax-exempt, nonprofit charitable organization making non-promotional calls only to members of such organization or previous donors thereto.
- Calls will be limited to the period between 8:00 a.m. and 9:00 p.m., recipient's local time.
- You are required to maintain a "Do Not Call" list and to honor anyone's request not to be called again.
- No call will be placed to any emergency telephone line or to the line of any guest or patient room at any hospital, health care facility, home for the elderly, or similar.
- You will not tie up two or more lines of a multi-line business at any given time.

- By federal law, automated voice solicitation messages to mobile phones are prohibited without prior express written consent. Prior consent for voice messaging does not automatically give you similar consent for text messages (SMS). Your import list will be scrubbed for mobile numbers, and an opt-in text message requesting consent for both voice and text messages will be sent to the mobile phone numbers. The subscriber must reply "OK" to the opt-in text to affirm consent. Trumpia will not send automated messages to the mobile numbers in your import list unless prior express written consent has been granted. Click [here](#) for more information on the TCPA rule regarding voice solicitation messages.

Other

You also acknowledge and agree to the following provisions.

- You agree to Knexis [Anti-SPAM Policy](#), [Privacy Policy](#), [Terms of Use](#), and other terms applicable to the service.
- If Knexis must suspend or terminate your account due to violation of this agreement, no refund of any kind will be made.
- If you know of or suspect any violators within the system, please notify Knexis by emailing info@knexis.com.
- You agree to the terms set forth in this agreement. This document is subject to change at any time, and it is your responsibility to review this document for any revision. Continued use of the Knexis service after any revision to this agreement constitutes your acceptance of such revision.

Rights & Limitation of Liability

Knexis reserves the right at its' sole discretion to refuse, suspend, disable, or terminate any party's service at any time without notice or refund. Knexis shall bear no liability for any direct, indirect, incidental, special, or consequential damages due to any manner of use or inability to use Knexis services. These provisions apply to all Knexis services and any information derived through the Knexis system.

You hereby covenant to indemnify, defend, and hold harmless Knexis, its agents, partners, technology suppliers, employees, management, board members, investors, volunteers, and representatives for any and all losses, liabilities, claims, damages, liens, causes of action, awards, judgments, costs, and expenses of whatever kind or nature that may arise from any agreement or relationship with Knexis.

If you have any questions, concerns, or comments about the Terms of Use or Import and API Agreement, you may click [here](#) to contact us.