

TERMS OF USE

1. TERMS OF USE

A. The terms and conditions enumerated herein apply equally to both users of the standard Knexis Service and developers using the Application Programming Interface (“API”). Please read these terms of use carefully. By using this service (also referred to as “website”), whether through our website or through an API, you indicate that you have read, understand, and agree to these terms of use. Should there be any inconsistency or conflict of terms between this agreement, and the term and conditions identified on the knexis’ website, the terms and conditions of this agreement take precedence. If you do not accept these terms of use, please discontinue use of this service immediately. You agree to incorporate these policies into your own products that may be derived from the services and policies relating thereto and to ensure that your customers adhere to these terms.

B. **Right to Modify Terms of Use:** Knexis reserves the right, at its sole discretion, to modify or change these Terms of Use at any time without prior notice by posting them to Knexis’ website. You must visit the Terms of Us page to review the current Terms of Use on a regular basis. Your continued use of the Service following any changes to the Terms of Use constitutes Your full acceptance of those changes.

C. **Mobile Text Summary Terms & Conditions:** Our mobile text messages are intended for recipients over the age of 13 and are delivered via US Short Code 95577. You will receive **30 messages per month. Message & Data Rates May Apply.** This service is available for subscribers on AT&T, Verizon Wireless, T-Mobile®, Sprint, Virgin Mobile USA, Cincinnati Bell, Centennial Wireless, U.S.

Cellular®, Boost, and others in the US. Many international carriers are also supported. The list of international carriers includes SaskTel, Microcell Connexions, NorthernTel Mobility, MTS Communication, Telebec, Aliant Mobility, Telus, Virgin Mobile Canada, Bell Mobility, and Rogers. For help in the US, text HELP to 95577. You may also email info@knexis.com or call +1 202.380.9384. **You may stop mobile subscription at any time by sending text message STOP to Short Code 95577 in the US. Your phone must have text messaging capability.**

Terms on this page apply to subscribers who sign up for distribution lists managed by users of the Knexis service.

2. WARRANTY DISCLAIMER

Knexis provides its service and all related content and material on an “as is” basis. Knexis and its licensors make no representations or warranties of any kind, whether express, implied, statutory or otherwise. Except to the extent prohibited by law, knexis disclaims all warranties, including, without limitation, any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non- infringement, title, quiet enjoyment, and any warranties arising out of any course of dealing or usage of Trade. Knexis does not warrant that its services or website will function as described, will be uninterrupted or error free, or free of harmful components, or that the data you store within the services will be secure or not otherwise lost or damaged. Knexis shall not be responsible for any service or website interruptions. No advice or information obtained by you from us or from any third party through the services shall create any warranty not expressly stated in this agreement.

3. INDEMNIFICATION

You hereby agree to defend, indemnify and hold harmless Knexis and its business or technology partners, underlying technology creators, third-party suppliers, operators and providers, licensors, 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) arising out of or in connection with any claim or action such as (i) any act or omission that, if true, would constitute a breach of this Agreement, (ii) Your use of Knexis' Service in a manner not authorized by these Terms, and/or in violation of the applicable restrictions herein, and/or applicable law, or (iii) any privacy violation or spam alleged to have been committed or sent by You through Your use of the Service.

Knexis hereby agrees to defend, indemnify and hold harmless Subscriber and its, employees, affiliates, and agents from and against any damages, losses, liabilities, judgments, fines, settlements, and expenses (including, without limitation, costs and reasonable attorneys' fees) arising out of or in connection with any claim or action such as (i) any breach (or claim or threat thereof that, if true, would be a breach) of any of the warranties, agreements, representations or obligations of Knexis under this Agreement, (ii) Your use of Knexis' Service in a manner not authorized by these Terms, and/or in violation of the applicable restrictions herein, and/or applicable law, (iii) any privacy violation or spam alleged to have been committed or sent by Knexis in its provision of Services, or (iv) if the authorized use of the Services is held to infringe a third party right.

The terms of this section shall survive the termination of Your relationship with Knexis. In the event any breach of security or confidentiality by Knexis or its agents requires notification to a customer of Subscriber or employee under any privacy law, Subscriber shall have sole control over the timing, content, and method of such notification and Knexis shall reimburse Subscriber for its out-of-pocket costs in providing the notification.

4. TERMINATION, ACCOUNT INACTIVITY AND REMOVAL OF DATA

A. ***Termination:*** You may terminate this Agreement at any time by notifying Knexis' Customer Support. You are liable for Service fees up to the date of termination, until You specifically cancel Your account. You understand and agree that Knexis will make no refund to You of any fees paid, regardless of whether the Service may or may not have been used or logged into.

B. ***Account Inactivity and Removal of Data:*** Knexis may terminate this Agreement or the Service, disable Your account or deactivate Your account in each case at any time with or without cause, and with or without notice. Knexis shall have no liability to You or any third party because of such termination or action. Knexis may delete any of Your archived data within 30 days after the date of termination. If Your account has not been cancelled and is classified as inactive by Knexis for at least 100 days, Knexis may delete permanently all of Your account data with no ability to recover such data.

5. LOGO/TRADEMARK/TRADENAME USE

You, the Subscriber, hereby grant to Knexis during the Term a nonexclusive, nontransferable license and permission to use and display the Subscriber's logo, trademark and/or trade name (herein, the "logo") on Knexis' website

customer area and/or promotional materials, unless You explicitly notify Knexis to the contrary. The Licensee shall not make any alterations to the logo, or adapt the logo as part of another symbol or mark. The Licensee shall not grant permission to any other person to use the logo, and shall adhere to Licensee's policies regarding nondiscrimination.

6. MISCELLANEOUS

Subject in each case to the terms listed in the remainder of this Agreement, You hereby acknowledge and agree that:

- A. The Service may only be used for lawful purposes.
- B. You acknowledge that the use of certain features may not be permissible under the laws of all jurisdictions, and further acknowledge and agree that You have sole legal control, responsibility, and liability for compliance with any such laws.
- C. You are not allowed to import or incorporate into any contact lists, messages, social campaigns or upload to our servers any of the following information: social security numbers, national insurance numbers, credit cards, passwords, security credentials, or sensitive personal or health information of any kind.
- D. If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.
- E. Knexis and You agree that this Agreement is a factual and necessary statement of the mutual understanding of the parties, relating to the subject matter of this Agreement, and that all waivers and modifications must be in writing signed by both parties, except as otherwise provided herein. No verbal

exception or agreement will be honored with any Knexis representative. 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.

F. No agency, partnership, joint venture, or employment is created as a result of the Agreement, and You do not have any authority of any kind to bind Knexis in any respect whatsoever.

G. In any action or proceeding with You to enforce Knexis' rights under the Agreement, You agree that Knexis will be entitled to recover its costs and attorneys' fees.

H. The Agreement shall be governed by the laws of the State of California, without regard to its choice of law or conflict of law provisions. All legal actions in connection with the Agreement shall be brought in the state or federal courts of California.

I. Knexis, at its own discretion and at any time, may immediately disable Your access to the Service without refund, if Knexis believes that You have violated any of the policies listed above or anywhere else in this Agreement.

J. Users of the **Knexis API** (by software developers) are equally subject to every aspect of this Terms of Use.