Terms of Service Agreement
MailHippo, Inc.

Thank you for signing up for a subscription with MailHippo, Inc. ("MailHippo"). By clicking to accept this Terms of Service Agreement ("Agreement"), or using or accessing any MailHippo Service or related services, you agree to all the terms and conditions of this Agreement. If you do not agree to all of the Terms and Conditions of this Agreement, please do not use this website or any MailHippo Service. If you are using a MailHippo Service or related services on behalf of a company or other entity, then "Customer" or "you" means that entity, and you are binding that entity to this Agreement. You represent and warrant that you have the legal power and authority to enter into this Agreement and that, if the Customer is an entity, this Agreement is entered into by an employee or agent with all necessary power and authority to bind that entity to this Agreement.

Customer and MailHippo hereby agree as follows:

1.   Scope.

The Terms and Conditions of this Agreement shall apply to Customer's use of MailHippo's subscription services ("Services") ordered by Customer under a free trial or ordering document (including any online order form) specifying the Services to be provided hereunder ("Order"). These Terms and Conditions and all Orders (collectively referred to as this "Agreement") represent the parties' entire understanding regarding the Services and MailHippo and Customer's respective rights and obligations.

2.   Free Trial or Free Beta Period.

If Customer registers for a free trial or free beta period, MailHippo will make one or more Services available to Customer on a trial basis free of charge until the earlier of (a) the end of the free trial period for which you registered to use the applicable Services, or (b) the start date of any purchased subscriptions ordered for such Services. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding. NOTWITHSTANDING ANYTHING CONTAINED HEREIN, DURING THE FREE TRIAL THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY REPRESENTATIONS, WARRANTIES OR INDEMNITIES.

3.   Right to Use the Services.

During the Subscription Term set forth in an Order, MailHippo grants to Customer a nontransferable, nonexclusive, revocable, worldwide right to permit those individuals authorized by Customer or on Customer's behalf, and who are Customer's employees, agents or contractors ("Users"), to access and use the Services subject to the terms of this Agreement. Each Order defines specific usage rights ("Usage Rights"), and Customer shall at all times ensure that its use does not exceed its Usage Rights or otherwise violate this Agreement.

4.   Usage Restrictions and Representations.

4.1   Customer shall not, directly or indirectly: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services or any software, documentation or data related to or provided with the Services ("Software"); (ii) modify, translate, or create derivative works based on the Services or Software; or copy (except for archival purposes), reproduce, republish, transmit, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber any rights to the Services or Software; (iii) use or access the Services or Software to build or support, and/or assist a third party in building or supporting, any products or services competitive to MailHippo; or (iv) remove any proprietary notices or labels from the Services or Software. Customer shall use the Services and Software only for its own internal business purposes and operations, and not for the operation of a service bureau or timesharing service or otherwise outside of the scope of the express rights granted herein.

4.2   Customer shall not knowingly or willfully use the Services in any manner that could damage, disable, overburden, impair or otherwise interfere with MailHippo's provision of the Services.

Customer will not use the Services to send junk email, spam, chain letters or use email lists that contain any person that has not specifically agreed to be included on that list.

Customer agrees not to transmit, or allow others to use your address to transmit, via the Services, any objectionable material including, but not limited to, unlawful, harassing, libelous, defamatory, abusive, threatening, harmful, vulgar, pornographic or obscene material that encourages conduct that could constitute a criminal offense or give rise to civil liability.

Customer shall be responsible for maintaining the security of its equipment and account access passwords. Customer represents and warrants that Customer will use the Services only in compliance with this Agreement and all applicable laws and regulations. Customer shall be liable for all acts and omissions of its Users.

4.3   MailHippo may immediately suspend or terminate Customer's password, account, and access to the Services if (i) Customer fails to make payment upon the Service renewal date or when otherwise due; or (ii) Customer violates any of the Terms and Conditions of this Agreement. Any suspension or termination by MailHippo of the Services under the preceding sentence shall not relieve Customer of its payment obligations under this Agreement.

4.4   The amount of email storage space per Customer is limited. Some email messages may not be processed due to space constraints or outbound message limitations, or may be delayed in transmission. MailHippo, and its agents and employees, assume no responsibility for the deletion or failure to

transmit, receive or store email messages, or any delay in the transmission thereof. Customer agrees that MailHippo is not responsible or liable for any delay, or the deletion or failure to transmit, receive or store messages or other information.

4.5   If at any time MailHippo determines that Customer is exceeding the Usage Rights, MailHippo shall suspend Service until such time Customer shall bring its usage within the limits of such Usage Rights

5.   Ownership.

5.1   MailHippo owns or has rights to use all intellectual property rights in and to the Services and Software (including all derivatives or improvements thereof). All suggestions, comments, enhancements requests, feedback, recommendations or other input provided by Customer or any other party relating to the Services or Software shall be owned by MailHippo, and Customer hereby grants to MailHippo and makes all assignments necessary to accomplish the foregoing ownership. Any rights not expressly granted herein are reserved by MailHippo.

5.2   Customer owns any data, information or material originated by Customer that Customer submits or provides in the course of using the Services ("Customer Data"). MailHippo has no ownership rights in or to Customer Data. Customer shall be solely responsible for the accuracy, quality, content and legality of Customer Data, the means by which Customer Data is acquired and the transfer of Customer Data outside of the MailHippo Services. Except to the extent Customer or any Users make any Customer Data accessible to other users or the public through the Services, Customer Data shall be deemed to be Customer Confidential Information pursuant to Section 10 below. Customer represents and warrants that it has all rights necessary to upload the Customer Data to the Services and to otherwise have such Customer Data used or shared, as applicable, by MailHippo as part of the Services. Except as set forth in our Business Associate Agreement, Customer shall be solely responsible for the transmission of Customer Data through the Services to any third person or entity, including, to the extent applicable, compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

6.   Billing and Payment.

6.1   Customer shall pay all fees and charges set forth in an Order. All fees and charges are fully earned, non-cancelable and nonrefundable, except as expressly specified in Section 8.2. All fees and charges are exclusive of taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties (excluding taxes based on MailHippo's income), even if such amounts are not listed on an Order. Customer shall pay all fees and charges in U.S. Dollars or in such other currency as agreed to in writing by the parties.

6.2	It is the responsibility of Customer to ensure payment is processable by MailHippo before account renewal date to avoid service disruption or account cancellation. In the event Customer opted for auto-recurring credit card renewal, Customer authorizes MailHippo to charge the credit card on file on or about each renewal date for the current amount due as long as the account remains open. In addition, Customer agrees to keep billing information accurate within the Billing Interface to prevent declined auto-payments and resulting service disruption or account cancellation.

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6.3	MailHippo reserves the right to change or update pricing for the Services at any time. Customer agrees to such revised pricing unless it cancels Service as provided herein.

7.	Term and Termination.

7.1	This Agreement shall commence as of the date set forth in the first Order or the beginning of a free trial, if earlier, and, unless earlier terminated as set forth below, shall remain in effect through the end of the Subscription Term in any current Order (or the end of the free trial if no purchased subscription is ordered). All sections of this Agreement which by their nature should survive termination will survive, including without limitation, accrued rights to payment, use restrictions and indemnity obligations, ownership provisions, confidentiality obligations, warranty disclaimers, and limitations of liability.

7.2 This Agreement shall automatically renew for the same term length as stated in the original or then expiring Service Order, unless either Party gives written notice of termination prior to the expiration of the prevailing subscription. Renewal payment will be processed with the billing information on file for the Customer. Customers may elect to terminate service at any time but shall be responsible for all payments due prior to the date of such termination.

7.3	MailHippo may terminate or suspend the Services at any time, with or without cause, upon notice. MailHipporeserves the right to do so without prior notice, provided that MailHippowill attempt to confirm such termination or suspension by subsequent notice. In addition MailHipporeserves the right to suspend or terminate the Services without notice upon rejection of any credit card charges or if Customer's card issuer (or its agent or affiliate) seeks return of payments previously made to MailHippo when MailHippo believes you are liable for the charge. Such rights are in addition to and not in lieu of any other legal rights or remedies available to MailHippo.

MailHippo reserves the right to limit use of the Services or to terminate any account if we believe unreasonable usage has occurred on such account or if the Services are used in a manner that is not

permitted by this Agreement. Such termination does not relieve the Customer of the obligation to pay for the Services.

MailHippo reserves the right to take any action with respect to the Services that it deems necessary or appropriate in its sole discretion if MailHippo believes Customer's information or use of the Services may create liability for MailHippo, compromise or disrupt the Services for Customer or others or cause MailHippo to lose (in whole or in part) the services of MailHippo's suppliers.

In the event of a material non-monetary breach by either party, the non-breaching party shall have the right to terminate the applicable Order for cause if such breach has not been cured within 30 days of written notice from the non-breaching party specifying the breach in detail. If MailHippo terminates an Order for Customer's material breach, all fees set forth on such Order are immediately due and payable.

Upon the renewal date and in the event Customer's payment fails or Customer has chosen not to auto renew the Services as defined in the Order, Customer's account will be terminated and access to the Services suspended. Customer may choose to renew its services via successful payment as specified in the Order within 30 days of termination. Post 30 days of termination, Customer's data may be irrevocable deleted by MailHippo, and MailHippo shall have no liability for such deletion or any loss of Customer Data.

7.4   Upon any termination or expiration of an Order, Customer's right to access and use the Services covered by that Order shall terminate. Notwithstanding the foregoing, at Customer's written request if received within 30 days of termination of the Order, MailHippo will permit Customer to access the Services solely to the extent necessary for Customer to retrieve a file of Customer Data then in MailHippo's possession. Customer acknowledges and agrees that MailHippo has no obligation to retain Customer Data indefinitely after termination, and that MailHippo will have the right to irretrievably delete and destroy Customer Data after 30 days following the termination of this Agreement. Under no circumstances shall MailHippo have any liability for such deletion or any loss or destruction of Customer Data.

8.   Representations, Disclaimer of Warranties, Indemnities.

8.1   Each party represents and warrants to the other party that it has the power and authority to enter into this Agreement. Customer agrees that he/she is at least 18 years of age, and is financially responsible for the use of the Services and compliance with Customer's responsibilities and obligations as set forth in this Agreement

8.2   MailHippo does not guarantee that the Services will be uninterrupted or error-free, that bugs or malfunctions will be corrected, or that the Service and its servers and Software are free of harmful components. MailHippo does not guarantee that the uses of its Service, or the materials provided within the Service, are accurate, complete, adequate or without error.

MailHippo provides its Service strictly on an "as is," "as available" basis. MailHippo, to the fullest extent permitted by law, excludes all guarantees, warranties or covenants in regards to the availability, reliability, or timeliness of the Service. MailHippo is not responsible for the appropriateness of the Service for any one purpose or for any Customer purpose.

MailHippo will not be held responsible for any and all damages whatsoever as a result of any delay in or the loss of use, data or profits connected to the performance of MailHippo. Customer is solely responsible for any and all information that passes through the MailHippo servers using any Service, including HIPAA compliance with respect to any third party recipients. MailHippo is not responsible or liable for any product or service acquired or requested using the Service. The sole remedy is for Customer to discontinue or terminate use of the Services.

8.3   The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, or because of other causes beyond MailHippo's reasonable control, but MailHippo shall use reasonable efforts to provide advance notice in writing on its Services portal or by e-mail to Customer of any scheduled unavailability of the Services.

8.4   Customer shall defend at its sole cost and expense, including MailHippo's attorney's fees, any claim, action, demand, suit or other proceeding ("Claim") brought against MailHippo alleging that Customer Data, or Customer's use of the Services in violation of this Agreement, infringes the intellectual property rights of, or has otherwise harmed, a third party, violates any person's rights under HIPAA, or otherwise violates any law or regulation, and Customer shall pay all costs, attorneys' fees and damages finally awarded against MailHippo by a court of competent jurisdiction as a result of any such Claim.

8.5   EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, MAILHIPPO AND ITS THIRD PARTY PROVIDERS HEREBY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH REGARD TO THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE,TITLE, NON-INFRINGEMENT AND QUALITY. WITHOUT LIMITING THE FOREGOING, MAILHIPPO

AND ITS THIRD PARTY PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE RELIABILITY, AVAILABILITY, TIMELINESS, SUITABILITY, ACCURACY, CURRENTNESS OR COMPLETENESS OF THE SERVICES OR THE SOFTWARE, OR THE RESULTS CUSTOMER MAY OBTAIN BY USING THE SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MAILHIPPO AND ITS THIRD PARTY PROVIDERS DO NOT REPRESENT OR WARRANT THAT (A) THE OPERATION OR USE OF THE SERVICES WILL BE TIMELY, UNINTERRUPTED OR ERROR-FREE; OR (B) THE QUALITY OF THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS. CUSTOMER ACKNOWLEDGES THAT NEITHER MAILHIPPO NOR ITS THIRD PARTY PROVIDERS CONTROLS THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. MAILHIPPO IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS, INCLUDING ANY LOST CUSTOMER DATA OR BUSINESS INTERRUPTION. EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE BY MAILHIPPO, THE SERVICES ARE PROVIDED TO CUSTOMER ON AN "AS IS," "AS AVAILABLE" BASIS.

9.	Limitation of Liability. EXCEPT FOR CUSTOMER'S INDEMNITY OBLIGATIONS PROVIDED IN SECTION 8.4 ABOVE, NEITHER PARTY SHALL BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, WHETHER STATUTORY OR COMMON LAW: (A) FOR ERROR OR INTERRUPTION OF USE, LOSS OR CORRUPTION OF CUSTOMER DATA, INACCURACY OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICE OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY DIRECT, INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND IT'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID (OR, IN THE CASE OF CUSTOMER'S LIABILITY, PAID AND/OR PAYABLE) BY CUSTOMER IN THE PRECEEDING 12 MONTHS.

10.	Confidential Information. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's business (hereinafter referred to as "Confidential Information" of the Disclosing Party). The Receiving Party agrees: (i) to take reasonable precautions to protect such Confidential Information; and (ii) not to use (except to perform its obligations hereunder or as permitted in Section 11 below) or divulge to any third person any such Confidential Information. Except as may be required by law for a longer duration, the Disclosing Party agrees that the foregoing shall not apply with respect to Confidential Information after five years following the termination of this Agreement or any Confidential Information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by its prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it by a third party; or (d) was independently developed without use of any Confidential Information of the Disclosing Party; or (e) is required by law, subpoena or court order.

11.   Statistical Information. Notwithstanding anything else in this Agreement or otherwise, MailHippo may monitor Customer's use of the Services and use Customer Data in an aggregate and anonymous manner, compile statistical and performance information related to the provision and operation of the Services, and may make such information publicly available, provided that such information does not incorporate Customer Data and/or identify Customer's Confidential Information. MailHippo retains all intellectual property rights in such information or any derivative works created therefrom.

12.   Notices. MailHippo may give notice applicable to MailHippo's general Services customer base by means of a general notice on the Services portal, and notices specific to Customer by electronic mail to Customer's e-mail address on record in MailHippo's account information or by written communication sent by first class mail or pre-paid post to Customer's address on record in MailHippo's account information. If Customer has a dispute with MailHippo, wishes to provide a notice under this Agreement, or becomes subject to insolvency or other similar legal proceedings, Customer shall promptly send written notice to MailHippo by email at billingteam@mailhippo.com and first class mail at 2637 E. Atlantic Blvd. #1063, Pompano Beach, FL 33062. Any formal proceeding or lawsuit required by law to be personally served on MailHippo shall be served at _2637 E. Atlantic Blvd. #1063, Pompano Beach, FL 33062.

13.   General provisions.

13.1   Any action, Claim, or dispute related to this Agreement (including all Order(s))will be governed by Florida law, excluding its conflict of laws provisions, and controlling United States law. The Uniform Computer Information Transactions Act will not apply to this Agreement The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing.

13.2   This Agreement (including all Order(s)) represents the parties' entire understanding relating to the Services, and supersedes any prior or contemporaneous, conflicting or additional communications. Customer acknowledges that this Agreement is a contract between Customer and MailHippo, even though it may be electronic and not physically signed by Customer and MailHippo, and it governs Customer's use of the Service and takes the place of any prior agreements between Customer and MailHippo. This Agreement may be amended only by written agreement signed by the parties. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be deemed severable or construed to reflect the intentions of the invalid or

unenforceable provision(s), with all other provisions remaining in full force and effect. Notwithstanding anything contained herein, MailHippo may change its policies, website, Services, Software and other terms and conditions of use subject solely to Customer's right to terminate as provided above.

13.3   No joint venture, partnership, employment, or agency relationship exists between MailHippo and Customer as a result of this Agreement or use of the Services. Neither party may assign this Agreement without the prior written approval of the other, such approval not to be unreasonably withheld or delayed, provided that such approval shall not be required in connection with a merger or acquisition of all or substantially all of the assets of the assigning company, and provided the assignee assumes all of the obligations of this Agreement. Continued use of the Services, or payment therefore, shall constitute the assumption of this Agreement. Any purported assignment in violation of this Section shall be void.

13.4   The **sole and exclusive venue** for any suit, action or proceeding of any kind arising out of, relating to, to interpret or for breach of this Agreement, or with respect to the Services (a "Related Proceeding") shall only be in the courts of Broward County, Florida, federal or state. Each of the parties irrevocably consents and submits to the exclusive subject matter and personal jurisdiction of the courts of the State of Florida located in Broward County, and of the United States District Court for the Southern District of Florida located therein for the purposes of a Related Proceeding, and the parties irrevocably waive, to the fullest extent they may effectively do so, (i) any objection they may have to the laying of venue of any Related Proceeding in the Courts of Broward County, Florida, federal or state, (ii) any objection they may have to personal jurisdiction in any Related Proceeding in the Courts of Broward County, Florida, federal or state, and (iii) the defense of any inconvenient forum to the maintenance of any Related Proceeding in the Courts of Broward County, Florida, federal or state.

13.5   **THE PARTIES HEREBY SEVERALLY, VOLUNTARILY, KNOWINGLY AND INTELLIGENTLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY RELATED PROCEEDING, REGARDLESS OF WHETHER SUCH PROCEEDING CONCERNS ANY CONTRACTUAL, STATUTORY, TORTIOUS OR OTHER CLAIM. THE PARTIES SEVERALLY ACKNOWLEDGE THAT THEY HAVE BEEN REPRESENTED BY AN ATTORNEY OR HAVE HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY OF THEIR CHOICE REGARDING THIS AGREEMENT AND UNDERSTAND THE LEGAL EFFECT OF THIS JURY TRIAL WAIVER.**