

MAILHIPPO, INC.

TERMS OF SERVICE

Thank you for signing up for a subscription with MailHippo, Inc. (“MailHippo”). By clicking the “Accept” button or checking the appropriate box to accept these Terms of Service (the “Agreement”), or by using or accessing MailHippo’s website located at, <https://www.mailhippo.com> or our MailHippo software platform and its related applications, services, and features (collective, the “Services”), you (“you”, “your”, and “Customer”) 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 access or use the Services.

If you are accessing or using the Services on behalf of a business or entity, then the terms, as set forth above, “you”, “your”, and “Customer”, shall include you and that business or entity. Additionally, you (a) represent and warrant that you are an authorized representative of the business or entity with the authority to bind the entity to this Agreement, and that you agree to this Agreement on the entity’s behalf, and (b) understand and acknowledge that your business or entity is legally and financially responsible for your access or use of the Services as well as for the access or use of your Account by others affiliated with your entity, including any employees, agents or contractors.

By clicking the “Accept” button or checking the appropriate box to accept this Agreement, or by accessing or using the Services, you acknowledge that you agree to be bound by, and be subject to, this Agreement, the date of which shall be considered the “Effective Date” of this Agreement. For the avoidance of doubt, this Agreement is applicable to you regardless of the type of subscription (as defined herein) selected, as indicated on the Order Form (as defined herein).

THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE PURSUANT TO WHICH YOU AND MAILHIPPO AGREE THAT ALL DISPUTES ARISING IN CONNECTION WITH THIS AGREEMENT AND YOUR USE OF THE SERVICES SHALL BE SUBMITTED TO MANDATORY BINDING ARBITRATION.

Customer and MailHippo hereby agree as follows:

1. Scope. This Agreement shall apply to Customer’s use of MailHippo’s Services, which are offered on a subscription basis (“Subscription”), under a specific MailHippo Subscription plan (“Subscription Plan”), and ordered by Customer under an Order (as defined below) or a free trial, as described below. All Orders are made pursuant to this Agreement, and this Agreement and any Order represent the parties’ entire understanding regarding the Services and MailHippo and Customer’s respective rights and obligations.

For purposes herein, an “**Order**” means an applicable order form or pricing/payment page, which may be displayed electronically/online, including via MailHippo’s website, which describes the Services, Subscription Fees (as defined herein), the Subscription Term (as defined herein), etc. to be provided to Customer which is: (a) executed by MailHippo and Customer, or (b) which is consented to by Customer, including by way of click-through consent.

2. Right to Use the Services. During the Subscription Term set forth in an Order, MailHippo grants to Customer a nontransferable, non-assignable, nonexclusive, revocable, worldwide right to permit Customer and those individuals authorized by Customer or on Customer’s behalf, and who are Customer’s employees, agents or contractors (“Authorized 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, as additional fees will be incurred or otherwise violate this Agreement.

3. Account Activation. MailHippo will provide Customer its own unique account (an “Account”) to access and utilize the Services. Customer is fully responsible for all activities performed on or through its Account, including those of any Authorized Users. Customer agrees that it shall: (i) provide true, accurate, current and complete information as prompted by the Services, including any registration form; (ii) maintain and promptly update the data with which it provides to ensure the information is always true, accurate, current, and complete; (iii) inform MailHippo as soon as possible after knowledge of the circumstances of any unauthorized use of the Account for which it is responsible; and (iv) exit from its respective Account at the end of each session. Customer is responsible for maintaining the confidentiality of its Account access credentials (i.e., username and password). MailHippo will not be liable for any loss that the Customer incurs as a result of unauthorized use of any Account access credentials, either with or without the knowledge of Customer.

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 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 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.

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. During the Term, Customer grants to MailHippo a non-exclusive, non-transferable, non-assignable (except as set forth herein), worldwide, royalty free, fully paid license to access and use Customer Data to provide the Services, to monitor, develop, and improve the Services, and for such other purposes set forth herein.

5.3 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 11 below. Customer represents and warrants that it has obtained all rights and authorizations, including such necessary authorization from patients, as required under HIPAA (as defined below) and other applicable laws, to upload, provide, submit, process, transmit, and send Customer Data to and through the Services and for MailHippo to subsequently process, scan, transmit, send, use, and share such Customer Data, in providing the Services and for such other purposes provided for herein. Except as set forth to the contrary pursuant to a Business Associate Agreement, which is executed by MailHippo and Customer, Customer shall be solely responsible for the transmission of Customer Data through the Services to any third person or entity, and to the extent applicable, for complying with the requirements of the Health Insurance Portability and Accountability Act of 1996, and its implementing regulations (“HIPAA”).

5.4 One or more features of the Services may utilize and be integrated with MailHippo’s AI large language model (“AI LLM”), including MailHippo’s ePHI detection and notification feature of the Services (the “ePHI Detection and Notification Feature”), which periodically transmits portions of a Customer’s composed email message to MailHippo’s systems, where MailHippo’s AI LLM analyzes the text of such email message to detect the presence of electronic Protected Health Information (“ePHI”). If ePHI is detected, the Customer will receive a notification and be prompted to send the message securely using MailHippo’s encrypted email feature of the Services.

As applicable to the ePHI Detection and Notification Feature of the Services, (i) it is intended to assist Customers in identifying potential ePHI but does not guarantee complete, accurate, or error-free detection; (ii) due to the limitations of AI and natural language processing, it may not always correctly identify ePHI and MailHippo shall have no responsibility for undetected ePHI or misclassified content/Customer Data; and (iii) it is an assistive tool, not a regulatory compliance solution; and (iv) Customer remains solely responsible for ensuring compliance with HIPAA and other applicable laws.

As applicable to the ePHI Detection and Notification Feature, MailHippo makes no representations or warranties regarding the accuracy, completeness, or reliability of its AI LLM analysis in detecting ePHI. MailHippo shall not be liable or responsible for any failure to detect ePHI, false positives, false negatives, any security vulnerabilities of its AI LLM, or any consequences resulting from Customer

reliance on AI-generated notifications. Customer acknowledges that the ePHI Detection and Notification Feature is optional and that MailHippo shall not be liable for any failure by a Customer to enable, configure, or use the feature properly. The ePHI Detection and Notification Feature is provided “as-is” and “as-available”, and Customer assumes all risk of use of such feature.

6. Billing and Payment.

6.1 Customer shall pay all fees and charges set forth in an Order (the “Subscription Fees”). All Subscription Fees are fully earned, non-cancelable and nonrefundable, except as provided for herein. All Subscription 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 Subscription 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.

6.3 If at any time MailHippo determines that Customer is exceeding the Usage Rights, MailHippo may suspend Service until such time Customer bring its usage within the limits of such Usage Rights or, at MailHippo’s election, it shall have the right to automatically charge Customer such applicable overage charges, which shall then be paid by Customer upon the next Subscription billing period.

6.4 MailHippo expressly reserves the right to make changes to the prices of any of its Subscription Plans, and to MailHippo’s pricing structure generally, at any time and in MailHippo’s sole discretion, provided however, that MailHippo will provide you with at least thirty (30) days’ advance notice of any such fee or pricing policy change. Notwithstanding the foregoing, changes to the Subscription Fees due or payable by you will take effect on a going-forward basis only, following notice to you.

7. 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. **FOR THE AVOIDANCE OF DOUBT, THIS AGREEMENT, AND ALL TERMS AND CONDITIONS HEREIN, SHALL APPLY FULLY TO CUSTOMER DURING THE FREE TRIAL.** Further, 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.

Unless MailHippo make available to you a different payment plan and you elect the same, in advance, **FOLLOWING THE CONCLUSION OF THE FREE TRIAL, YOU WILL AUTOMATICALLY BE TRANSITIONED TO A MONTHLY SUBSCRIPTION PLAN FOR THE SERVICES.** You expressly acknowledge, agree, and consent to MailHippo charging you, using the billing information that MailHippo has on file for you, for the monthly amount of Subscription Fees under MailHippo’s monthly Subscription plan, at such price which is reflected on MailHippo’s website at such time. MailHippo reserves the right to terminate any active free trials or free beta periods for its Services, and to deny free trial or free beta periods, to anyone, for any reason and at any time, in our sole discretion.

8. Term and Termination.

8.1 This Agreement shall commence as of the Effective Date, as defined above, unless earlier terminated as set forth below, shall remain in effect through the end of the subscription term (i.e., period of time which the Subscription to the Services is to remain active/in effect) in any current Order (the “Subscription Term”), 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.

8.2 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.

8.3 MailHippo may terminate or suspend the Services, this Agreement, or any Order at any time, with or without cause, upon notice. MailHippo reserves the right to do so without prior notice, provided that MailHippo will attempt to confirm such termination or suspension by subsequent notice. In addition MailHippo reserves the right to suspend or terminate the Services and/or this Agreement and any Order 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 or this Agreement if MailHippo believes that unreasonable usage has occurred on your 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 and this Agreement 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 applicable 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. Notwithstanding the foregoing, MailHippo may retain Customer Data (a) contained in electronic archives and backups made in the ordinary course of business and (b) for purposes of Section 5.4 herein.

8.4 Upon any termination or expiration of an Order or this Agreement, Customer’s right to access and use the Services covered by that Order, or, with respect to the termination or expiration of this

Agreement, the Services generally, 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.

9. Representations, Disclaimer of Warranties, Indemnities.

9.1 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

9.2 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.

9.3 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.

9.4 Customer will defend, indemnify, and hold harmless MailHippo and its respective directors, officers, managers, shareholders, members, employees, licensors, representatives, and agents (the "MailHippo Indemnified Parties") from and against any and all claims, losses, damages, suits, fees, judgments, compromises, or settlements, costs, and expenses, including, without limitation, reasonable legal and accounting fees, suffered by any MailHippo Indemnified Parties ("Losses") to the extent based upon, arising from, relating to, or in connection with (i) Customer's breach or violation of any of its agreements, obligations, representations, or warranties set forth in this Agreement; (ii) Customer Data generally, Customer's transmission of Customer Data to the Services, or MailHippo's use of Customer Data in accordance with this Agreement, infringes, violates or misappropriates any right (or prior authorization), including, but not limited to intellectual property rights or rights under HIPAA of any third party, or, otherwise, harms any third party, or fails to comply with all applicable laws, rules and regulations, including, but not limited to HIPAA and as related to ePHI handling; (iii) Customer's use of any Services which use or are integrated with an AI LLM; and (iv) the Customer's failure to obtain proper HIPAA

authorizations and other necessary rights from patients, of whom Customer Data relates to, to allow for such use of Customer Data in the manner set forth in this Agreement. FOR THE AVOIDANCE OF DOUBT, THIS SECTION WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT

9.5 MailHippo provides email and secure messaging services designed to support compliance with HIPAA. While MailHippo implements security measures aligned with HIPAA requirements, ultimate compliance depends on the Customer's proper use of the Services and adherence to all applicable legal and regulatory obligations. As such, MailHippo does not guarantee that Customer's use of the Services will, by itself, ensure HIPAA compliance. Customer acknowledges that it is solely responsible for determining whether and how to use the Services to transmit, store, or process ePHI in compliance with applicable laws. MailHippo disclaims liability for any unauthorized access, use, or disclosure of ePHI resulting from Customer's failure to properly configure or use the Services.

9.6 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. FOR THE AVOIDANCE OF DOUBT THIS SECTION WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT

9.7 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.

10. Limitation of Liability. IN NO EVENT SHALL MAILHIPPO OR CUSTOMER, ITS AFFILIATES, LICENSORS OR SUPPLIERS, OR ANY OF THEIR SHAREHOLDERS, MEMBERS, DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE TO THE OTHER PARTY, OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSS OF GOODWILL UNDER OR IN ANY WAY RELATING TO THIS AGREEMENT OR RESULTING

FROM THE USE OF OR INABILITY TO USE THE SERVICES OR THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, INCLUDING THE FAILURE OF ESSENTIAL PURPOSE, EVEN IF SUCH PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON ANY LEGAL OR EQUITABLE THEORY, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE. THE MAXIMUM AGGREGATE LIABILITY OF EACH PARTY FOR ALL CLAIMS UNDER, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE, INCLUDING NEGLIGENCE) WILL NOT EXCEED THE SUBSCRIPTION FEES RECEIVED BY MAILHIPPO FROM THE CUSTOMER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS WILL NOT APPLY TO (A) CUSTOMER'S INDEMNITY OBLIGATIONS SET FORTH IN THIS AGREEMENT; CUSTOMER'S PAYMENT OBLIGATIONS TO PAY THE SUBSCRIPTION FEES SET FORTH IN THIS AGREEMENT AND IN ANY APPLICABLE ORDER, AND ANY BREACH BY CUSTOMER OF ANY OF CUSTOMER'S REPRESENTATIONS AND WARRANTIES PROVIDED IN THIS AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THIS SECTION WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT

11. 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.

12. 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.

13. General provisions.

13.1 This Agreement is governed by and construed in accordance with the internal Law of the State of Florida (US) without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the law of any jurisdiction other than those of the State of Florida (US). Any legal suit, action, or proceeding arising out of, or related to, this Agreement or the licenses granted hereunder must be instituted exclusively in the State and Federal courts located in Pompano Beach, Florida, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

13.2 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.

13.3 MailHippo may deliver any notice required or permitted hereunder: (i) via a notice appearing in your Account or on the Services; or (ii) via email to your contact information on record with MailHippo in your Account information, which notice will be deemed received by you when posted or transmitted by MailHippo. Where MailHippo permits notices to be given to MailHippo via a feature or functionality of the Services (for example, changes to your Account or billing information), you may give such notice through such feature or functionality and it will be deemed effective upon actual receipt by MailHippo, but only to the extent the notice is of a type for which the feature or functionality is intended to convey (for example, using your Account page to update your contact information). Otherwise, all notices to MailHippo under this Agreement must be either, (a) sent by MailHippo by an express courier delivery service which provides signed acknowledgments of receipt; (b) deposited in the U.S. certified or registered first class mail, postage prepaid, return receipt requested; or (c) sent via email, to the mailing address or email address set forth below.

MailHippo, Inc.
Attn: Terms Notices
2637 E Atlantic Blvd #1063
Pompano Beach, FL 33062
Email: supportteam@mailhippo.com

We may update our notice mailing or email address by providing you with notice as set forth in this section. Notices given to our address, whether mailing or email address, will be deemed effective upon the first normal business day (non-weekend/non-holiday) following actual receipt by us at such address. THIS SECTION WILL SURVIVE THE EXPIRATION OR TERMINATION OF THESE TERMS.

13.4 Any dispute, controversy, or claim arising out of or in connection with, or relating to, this Agreement or any breach or alleged breach hereof shall be submitted to, and settled by, arbitration pursuant to the Commercial Arbitration Rules (the “Rules”) of the American Arbitration Association (“AAA”) by Arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Pompano Beach, Florida, or as agreed upon by the Parties, and judgment on the award rendered by the Arbitrators may be entered in any court with jurisdiction. The arbitration shall be conducted in the English language. The arbitration shall be conducted by one (1) neutral and impartial arbitrators (the “*Arbitrators*”). Each Party shall appoint a neutral and impartial Arbitrator of its choosing, and those Arbitrators shall agree upon and appoint the third neutral and impartial Arbitrator. The Arbitrators shall have the sole power to rule on matters of jurisdiction, arbitrability, timeliness of claims, issue preclusion, and to grant permanent equitable relief. Notwithstanding the foregoing, to the extent that it is necessary to prevent irreparable harm that may be caused to a party by the breach of this Agreement, that party will be entitled to equitable relief (including an injunction or preservation of evidence) in any court of law having proper jurisdiction, in addition to all other available remedies. The parties agree that the prevailing party in any arbitration action hereunder shall be entitled to receive, in addition to all other damages and awards, the costs incurred by such party in conducting the arbitration, including reasonable attorneys’ fees and expenses, and arbitration costs. In addition to and not in limitation of the foregoing mandatory arbitration requirements, to the extent that it is necessary to prevent irreparable harm that may be caused to a party by the breach of this Agreement, that party will be entitled to equitable relief – including an injunction or preservation of evidence – in any court of law having proper jurisdiction, in addition to all other available remedies.

13.5 This Agreement are binding upon and inure to the benefit of the permitted successors and assigns of each party hereto. You may not assign, subcontract, delegate or otherwise convey this Agreement, or any of its rights and obligations hereunder. Notwithstanding anything to the contrary in this Agreement, Notwithstanding the foregoing, MailHippo may assign this Agreement to any third party

acquiring all or substantially all of MailHippo's equity or assets pursuant to a merger, sale, reorganization, or consolidation with that third party without the Customer's consent. There are no intended third-party beneficiaries of this Agreement, except as specifically set forth herein, and nothing in this Agreement will be construed to create any rights enforceable by any person or entity other than you and MailHippo.

13.6 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. Except as set forth herein, this Agreement may be amended only by written agreement signed by the parties hereto. 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, underlying software of the Services, and other terms and conditions of use subject solely to Customer's right to terminate as provided above.

13.7 No joint venture, partnership, employment, or agency relationship exists between MailHippo and Customer as a result of this Agreement or use of the Services.

13.8 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.

[End of Terms of Service]