

LineLeader Terms of Use

Last updated: 1 October 2024

Important Information

1. CRM Web Solutions LLC (a Delaware Limited Liability Company) with offices at 433 E Las Colinas Blvd, Ste 650, Irving, TX 75039 (“**LineLeader**”, “us”, “we”, or “our”) operates the LineLeader cloud-based technology platform (the **Platform**), LineLeader mobile application (the **App**) and the website <https://www.LineLeader.com> (**Our Website**), together the **Products**, and provide additional training, migration, support, maintenance and other services (**Services**). Your access and use of the Products and Services is subject to the terms and conditions of the LineLeader Terms of Use (**Terms**).
2. We make the Products and Services available in many countries around the world through our related corporate bodies, including but not limited to: in Australia through CRM Web Solutions Pty Limited ACN 619 467 355. In your place of domicile, a reference to “**LineLeader**”, “us”, “we”, or “our” includes a reference to the local LineLeader entity.
3. The Products enable customer’s (“**Customer**”, “you” “your”) childcare centers, schools, units or facilities (**Centers**) and their staff, consultants, directors, advisors and representatives (**Educators**) to communicate with a child’s parents and guardians (**Parents**) and other family members (collectively, **Family Members**) as well as prospective staff (**Applicants**) regarding the Center’s activities. For purposes of these Terms, a Family Member is a “Customer” when they use or access the Products or Services.
4. **PLEASE READ THESE TERMS CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST LINELEADER ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, AND (3) YOU MAY NOT BE ABLE TO HAVE ANY CLAIMS YOU HAVE AGAINST US RESOLVED BY A JURY OR IN A COURT OF LAW.**
5. All communication between a Center and Family Members, Educators and Applicants using the Products is via a secure, private, cloud based electronic communication means.
6. The Products may only be used, and the Services will only be provided, for purposes of:
 - a. managing a Centers’s leads from initial inquiry to Center enrollment, as well as post enrollment, including managing marketing and operational communication between a Center, Educators and Family Members;
 - b. assisting the Center to maintain records for accreditation and other legal purposes;
 - c. digitize the information (“**Content**”) submitted by a child’s Parents in their enrollment documents for the Center, to store that information without the need to maintain hard copies, and to easily access that information for the Center’s ordinary activities;
 - d. delivering all the functionality of a robust, multi-site management and billing platform, including Family

Member engagement, including digital check-in/out, automated billing and invoicing, one-time and recurring auto payments, staff management, attendance tracking, academics and food programs, and reporting; and

- e. delivering a complete Family Member and staff engagement app including automated daily reports, family portals, sharing and logging key moments and events, and messaging (the **Permitted Purposes**).

7. You agree to use the Products and Services solely for the Permitted Purposes.

Acceptance of Terms

8. Please read these Terms carefully. You signify that you have read, understood and agree to be bound by these Terms by (a) using, browsing and/or reading the Products or Services; or (b) accepting these Terms by clicking to accept the Terms where this option is made available to you. These Terms continue in force until we terminate them.
9. Your access to and use of any Product and/or Service is conditional on your acceptance of, and compliance with, these Terms.
10. If there is any conflict between any representation made by us and these Terms, these Terms shall prevail.
11. We reserve the right, at our sole discretion, to change or modify portions of these Terms at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date these Terms were last revised. You may read a current, effective copy of these Terms of Service by visiting the "Terms of Service" link on Our Website. We will also notify you of any material changes, either through the Product user interface, a pop-up notice, email, or through other reasonable means. Your continued use of the Products or Services after the date any such changes become effective constitutes your acceptance of the new Terms. You should periodically visit this page to review the current Terms so you are aware of any revisions. If you do not agree to abide by these or any future Terms, you must not access, browse, or use (or continue to access, browse, or use) the Products or Services.

Creating a LineLeader Account

12. You must have created for you a LineLeader account (**Account**) to use the Products and access the Services, and must provide us information that is accurate, complete, and current to the best of your knowledge.
13. You are responsible for safeguarding the password for your Account and for any and all activities on your Account and/or under your password. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your Account.
14. Customer (except a Customer that is a Family Member) agrees that each Center and its Educators use the Products and Services as agents of Customer. Customer is responsible for and liable for the conduct of each Center and Educator in their use of the Products and Services at all times, including any breach of these Terms. Customer releases and forever indemnifies us for any breach of these Terms by it, its Centers and/or its Educators. Centers may create a profile for the use of members of its staff (**Staff Profile**).
15. You may upload certain content to the Products, including the following (**Content**):
 - (a) documents and comments concerning children and Family Members, including personal information;
 - (b) documents and comments concerning Educators, including personal information;

- (c) Center information or Customer information; and
 - (d) other material.
16. You will use personal information about Family Members and children to create a profile about children (**Child Profile**) which will be accessible by you and others, including:
- (a) Customer, Centers and their Educators; and/or
 - (b) us, our staff, consultants, directors, advisors, and representatives.
17. Customer, the Center, and each Educator agrees:
- (a) you will carefully monitor and supervise Content at all times;
 - (b) (except as required by law) you will not permit or enable any person other than Customer, the Center or Educator to access a Child Profile or Staff Profile; and
 - (c) (except as required by law) you will not permit or enable any person other than Customer, the Center or Educator and to access any marketing communication between the Center and the Family Members or Applicants.
18. As Customer, Center or Educator, you warrant:
- (a) you have all necessary authorities and express consents to create each Child Profile and/or Staff Profile and use the Products and Services for each child or staff member pursuant to these Terms, including (where necessary) express Parent/applicant/staff member consents relating to the collection, use, and storage (by you and us) of personal information of that child, staff member or applicant; and
 - (b) you will at all times:
 - (i) be conscious of your duties of care to each child when uploading Content to the Child Profile or Staff Profile;
 - (ii) demonstrate the highest standards of professional behavior, exercise professional judgement and act in a courteous and sensitive manner when interacting with us and with Family Members and Applicants;
 - (iii) be familiar with and comply with at all times all legislative and industrial requirements and any professional responsibilities, codes of conduct, policies and procedures applicable to you as Customer, Center or Educator;
 - (iv) use information gained in the course of your use of the Products only for the Permitted Purposes; and
 - (v) except in the discharge of official duties, use no information gained by you or conveyed to you in the course of your use of the Products.
19. Where Customer is not a corporate person, it warrants that it is authorized to accept these terms on behalf of its owner(s) and Centers, and does so with their/its express permission and authority.
20. As an Educator, you also warrant you accept these Terms with the express permission and authority of the Center and Customer.

Fees

21. All pricing terms are confidential, and Customer agrees not to disclose them to any third party for any reason.
22. Subject to your compliance with these Terms, we grant you a limited, fixed term, non-exclusive, non-assignable, non-transferrable, non-sublicensable, license to use the Products.
23. License Fee. This License Fee section applies to Customers who are Centers or own Centers.
- a. You agree to pay a license fee (**License Fee**) on a subscription basis being a non-refundable payment due at a regular interval that will automatically renew until your Account is suspended. Information regarding the License Fee is included in the signed quote and/or contract received from you, as updated by notice from time to time.
 - b. The License Fee may differ from one country to another, and from one organization to another.
 - c. You must pay License Fees in accordance with the agreed terms for payment, or if not expressed, upon receipt of our invoice for payment.
 - d. The License Fee includes unlimited Customer support chat functionality, support tickets, email exchanges and phone calls.
 - e. Unless otherwise agreed, any Center locations subsequently added (**Supplemental Centers**) will be governed by existing terms applicable to that Customer and these Terms, prorated for the first calendar month of service.
 - f. All additional Services including training, data imports, system integrations and other services are available on request. All such Services shall be quoted by LineLeader and billed as agreed, but otherwise are covered by these Terms.
 - g. LineLeader charges and collects in advance for use of the Products and for performance of the Services.
 - h. Customer agrees to provide LineLeader with complete and accurate entity, billing and contact information and name and telephone number of an authorized billing contact and license administrator. Customer agrees to update this information within fifteen (15) days of any changes.
 - i. We may suspend or terminate Customer's access to the Products and (where relevant) Services if Customer's Account becomes delinquent (falls into arrears) for two (2) consecutive months. Delinquent invoices (Accounts in arrears) are subject to interest of 2.0% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection plus costs and fees, including attorney fees, that are related to or associated with LineLeader collection efforts. Customer will continue to be charged for Products and active locations during any period of suspension. If either party terminates these Terms, Customer must pay all balances due in accordance with the documents evidencing the Customer's initial subscription (**Subscription Terms**).
24. Platform Fee. LineLeader may assess a platform fee (**Platform Fee**) in exchange for Customer's access to and use of the Products and Services, which include, but are not limited to, the ability to submit and use Content, manage education schedules, communicate with other Customers, prepare, send, and pay invoices, and access customer service. A Center may elect to pay the Platform Fee on its customers' behalf or may require its customers to pay the Platform Fee. Customers may be eligible for a discounted Platform Fee when they pay via automated clearing house transfer, check or cash.

25. You may be required to provide information regarding your credit card, bank account or other payment method. You represent and warrant to LineLeader that such information is true and that you are authorized to use the payment method. You must promptly update your Account information of any changes (for example, a change in your billing address or credit card expiration date) that may occur. Payments made by you hereunder are final and non-refundable, unless otherwise determined by LineLeader.
26. If you dispute any charges you must notify LineLeader within sixty (60) days after the date that LineLeader charges you, or within such longer period of time as may be required under applicable law.
27. We reserve the right to change LineLeader's prices. If LineLeader does change prices, LineLeader will provide notice of the change through the Product user interface, a pop-up notice, email, or through other reasonable means, at LineLeader's option, at least thirty (30) days before the change is to take effect. Your continued use of the Products or Services after the price change becomes effective constitutes your agreement to pay the changed amount.
28. We may impose a reconnection fee in the event your access to the Products has been suspended due to non-payment.
29. You agree that we have no obligation to retain Content and that it may be irretrievably deleted if your Account is ninety (90) days or more delinquent.
30. LineLeader's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, which Customer is solely responsible for.
31. LINELEADER DOES NOT PROCESS PAYMENTS. All electronic card payments are processed through parties not controlled by us. We use one or more online payment service providers who encrypt your card or bank account details. These providers may require you to agree to additional terms and conditions in order to submit payments. By agreeing to these Terms, you agree to be bound by the terms governing the payment providers' services. You may elect to save your payment method information to your Account. By doing so, you hereby authorize the payment processor to store and continue billing your specified payment method even after such payment method has expired to avoid interruptions in payments. Company assumes no liability or responsibility for any payments you make through the Products.

Bad Behavior

32. We take child wellbeing, welfare and safety seriously and will not tolerate bad behavior associated with the use of any Product, including behavior which is (in our view in our absolute discretion) rude, vulgar, inappropriate, discriminatory, disrespectful, sexualized, illegal, discriminatory, violent, abusive or bullying, and any other behavior that we dislike (**Bad Behavior**).
33. You must not engage in Bad Behavior.
34. You must immediately report any Bad Behavior to your Center or LineLeader.
35. We do not monitor Content but we will investigate any Bad Behavior reported to us. If we form the view that you have engaged in Bad Behavior, we will immediately delete any offending material from your Account without notice to you.
36. We may:
 - (a) shut down your Account without notice to you and without any pro-rata refund of any License Fee received; and/or

- (b) report Bad Behavior to relevant law enforcement authorities or government agencies, at our absolute discretion.

Your use of the Products

37. You must not under any circumstances:
- (a) copy, reproduce, publish, or share with any third person through any means, any Content whatsoever (including sharing by email, uploading, reducing to hard copy, or sharing on any social media platform or any other electronic source);
 - (b) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Products, Services or related materials in any way;
 - (c) remove LineLeader logos from the Products, help documentation, reports, training material or other documentation supplied by LineLeader, unless a white-label option was agreed to in the initial subscription agreement;
 - (d) use the Products in any way that may or will:
 - (i) compromise the health, welfare or safety of any child or staff member;
 - (ii) infringe any other person's intellectual property rights;
 - (iii) violate our rights under law in any way (including infringing our intellectual property rights); or
 - (iv) be inconsistent with these Terms;
 - (e) use Products or the Content for any purpose other than the Permitted Purposes;
 - (f) adapt, reverse engineer, decompile, disassemble, reproduce, store, distribute, display, perform, publish or create derivative works from, any part of Products;
 - (g) remove any identification, reference number, logo or other information which may be embedded in any file associated with any Product on your device;
 - (h) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws;
 - (i) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;
 - (j) attempt to gain unauthorized access to the LineLeader Platform or its related systems or networks; or
 - (k) violate, HIPAA, COPPA or any other applicable laws or regulations applicable to your place of domicile.
38. We reserve the right to modify, or remove any Content from your Account at any time for any reason, without notice to you.
39. You acknowledge that LineLeader may establish general practices and limits concerning use of the Products, including the maximum period of time that data or other Content will be retained and the maximum storage space that will be allotted on LineLeader's or its third-party service providers' servers on your behalf. You agree that LineLeader has no responsibility or liability for the deletion or failure to store any data or other Content maintained or uploaded to the Product. You acknowledge that LineLeader reserves the right to terminate Accounts that are inactive for an extended period of time. You further acknowledge that LineLeader reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

Mobile Services and Software

40. Mobile Services. The Products and certain Services are available via a mobile device, including (i) the ability to upload Content via a mobile device, (ii) the ability to browse the Product and Our Website from a mobile device, and (iii) the ability to access certain features and content through our App (collectively, the **Mobile Services**). To the extent you access the Products or the Services through a mobile device, your wireless service carrier's standard charges, data rates, and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices.
41. Telephonic Communications Services.
- a. By using the Products and providing us with your telephone number(s), you are consenting to be contacted by LineLeader or its affiliates or partners by telephone (including on a recorded line), automated calling, automated telephone dialing system calling, automated system calling, artificial voice or pre-recorded calling, text message, SMS and/or MMS message, fax, or other telephonic or electronic means for marketing, solicitation, informational or another purposes, even if your telephone number(s) is registered on the National Do Not Call List, a state Do not Call List, or the internal Do Not Call List of Company or its affiliates or partners. You may be required to respond to an initial call or message as instructed to complete your registration and confirm enrollment to receive such calls, texts or other telephonic communications. You do not have to consent to receive calls or text messages from LineLeader or its affiliates or partners for marketing or solicitation purposes. In the event you no longer wish to receive such calls, text messages or other telephonic communications, you agree to notify LineLeader or its affiliates or partners, as applicable, directly. In the event you change or deactivate your telephone number, you agree to promptly update your Account information to ensure that your messages are not sent to a person that acquires your old telephone number.
 - b. There is no additional charge for telephonic communications, but your carrier's standard message and data rates apply to any calls, text messages, SMS or MMS messages you send or receive. Your carrier may prohibit or restrict certain mobile features and certain mobile features may be incompatible with your carrier or mobile device. We are not liable for any delays in the receipt of, or any failures to receive, any calls, text messages, SMS or MMS messages, as delivery is subject to effective transmission by your mobile carrier and compatibility of your mobile device. Please contact your mobile carrier if you have any questions regarding these issues or your mobile data and messaging plan.
 - c. By replying to any text, SMS or MMS message you receive from us, you may text "STOP" to cancel or "HELP" for customer support information. If you choose to cancel text, SMS or MMS messages from us, you agree to receive a final message from us confirming your cancellation.
 - d. Customers who utilize the LineLeader texting features to communicate with Parents and Family Members, or Applicants, agree to be bound by and comply with the texting terms and conditions and associated privacy policy provided by LineLeader on their behalf, unless Customer provides and manages their own. These documents ensure compliance with FCC guidelines. Customers are responsible for ensuring that their use of LineLeader's texting features, including all communications sent through the Platform, comply with these policies.
42. App License. Subject to these Terms, LineLeader hereby grants to you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to (a) install the App on one mobile device and (b) use the App for your own personal use solely to access and use the Service. For clarity, the foregoing is not intended to prohibit you from installing the App on another device on which you also agreed to these Terms. Each instance of these

Terms that you agree to in connection with downloading the App grants you the aforementioned rights in connection with the installation and use of the App on one device.

43. Ownership; Restrictions. The technology and software underlying the Products or Service or distributed in connection therewith are the property of LineLeader, its affiliates, and its licensors (including the App, the **Software**). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by LineLeader.
44. Third-Party Distribution Channels. LineLeader offers Software that may be made available through the Apple App Store, the Google Play Store, or other distribution channels (**Distribution Channels**). If you obtain such Software through a Distribution Channel, you may be subject to additional terms of the Distribution Channel. These Terms are between you and LineLeader only, and not with the Distribution Channel. To the extent that you utilize any other third-party products and services in connection with your use of the Products, you agree to comply with all applicable terms of any agreement for such third-party products and services.
45. Apple-Enabled Software. With respect to Apps that are made available for your use in connection with an Apple-branded product (**Apple-Enabled Software**), in addition to the other terms and conditions set forth in these Terms, the following terms and conditions apply:
- a. LineLeader and you acknowledge that these Terms are concluded between LineLeader and you only, and not with Apple Inc. (**Apple**), and that as between LineLeader and Apple, LineLeader, not Apple, is solely responsible for the Apple-Enabled Software and the content thereof.
 - b. You may not use the Apple-Enabled Software in any manner that is in violation of or inconsistent with the Usage Rules set forth for Apple-Enabled Software in, or otherwise be in conflict with, the Apple Media Services Terms and Conditions.
 - c. Your license to use the Apple-Enabled Software is limited to a non-transferable license to use the Apple-Enabled Software on an iOS product that you own or control, as permitted by the "Usage Rules" set forth in the Apple Media Services Terms and Conditions, except that such Apple-Enabled Software may be accessed and used by other accounts associated with the purchaser via Apple's Family Sharing or volume purchasing programs.
 - d. Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software.
 - e. Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Enabled Software, if any, to you; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty, which will be LineLeader's sole responsibility, to the extent it cannot be disclaimed under applicable law.
 - f. LineLeader and you acknowledge that LineLeader, not Apple, is responsible for addressing any claims of you or any third party relating to the Apple-Enabled Software or your possession and/or use of that Apple-Enabled Software, including: (a) product liability claims; (b) any claim that the Apple-Enabled Software fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection, privacy, or similar legislation.
 - g. In the event of any third-party claim that the Apple-Enabled Software or your possession and use of that Apple-Enabled Software infringes that third party's intellectual property rights, as between LineLeader

and Apple, LineLeader, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim.

- h. You represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.
- i. If you have any questions, complaints, or claims with respect to the Apple-Enabled Software, they should be directed to LineLeader as follows:

support@lineleader.com

866-306-1985

433 Las Colinas Blvd E, Ste 650, Irving, TX 75039

- j. You must comply with applicable third-party terms of agreement when using the Apple-Enabled Software, e.g., your wireless data service agreement.
- k. LineLeader and you acknowledge and agree that Apple, and Apple’s subsidiaries, are third-party beneficiaries of these Terms with respect to the Apple-Enabled Software, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you with respect to the Apple-Enabled Software as a third-party beneficiary thereof.

- 46. **Google-Sourced Software.** The following applies to any App you download from the Google Play Store (**Google-Sourced Software**): (a) you acknowledge that these Terms are between you and LineLeader only, and not with Google, Inc. (**Google**); (b) your use of Google-Sourced Software must comply with Google’s then-current Google Play Terms of Service; (c) Google is only a provider of Google Play where you obtained the Google-Sourced Software; (d) LineLeader, and not Google, is solely responsible for LineLeader’s Google-Sourced Software; (e) Google has no obligation or liability to you with respect to Google-Sourced Software or these Terms; and (f) you acknowledge and agree that Google is a third-party beneficiary to these Terms as it relates to LineLeader’s Google-Sourced Software.
- 47. **Open Source Software.** The Software may contain or be provided together with open source packages. Each open source software is subject to its own license terms. If required by any license for particular open source package, LineLeader makes such open source package, and LineLeader’s modifications to that open source package (if any), available by written request to admin@crmwebsolutions.com. Copyrights to the open source packages are held by the respective copyright holders.

Intellectual Property Rights

- 48. We do not claim any intellectual property rights in any Content.
- 49. We maintain all intellectual property rights in the Products.
- 50. You hereby grant to us a perpetual, royalty free, non-exclusive license to use your intellectual property in the Content for the Permitted Purposes.
- 51. You agree that you will notify us of any suspected infringement of LineLeader intellectual property rights.

Third party websites

- 52. Products may contain links to third-party websites or services that are not owned or controlled by us, including advertisements for services offered by that third party. The inclusion of a link to external websites do not imply

our endorsement of those websites. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any of those third-party web sites or services and you acknowledge and agree that when you access them, you do so at your own risk. You release us from any liability in respect of links to third-party websites or services that are not owned or controlled by us.

Limitation of liability

53. YOUR USE OF THE PRODUCTS AND SERVICES IS AT YOUR SOLE RISK. THE PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. All implied conditions, warranties and terms are excluded from these Terms.
54. We make no representation or warranty that the Products:
- (a) will be useful to you; meet your requirements; be of satisfactory quality; be free from error, defect, virus or any other harmful component; be fit for any particular purpose; or be available or accessible, without interruption or without error; or
 - (b) will function uninterrupted or be available at any time or location.
55. You agree that:
- (a) we shall not be liable for any damages suffered as a direct or indirect result of your use of the Products and/or Services; and
 - (b) if in any circumstances we become liable to you, the limit of our liability is the lesser of the pro-rata amount you paid for the License Fee, or the twelve (12) month period prior to the date the claim arose.
56. Paragraphs 53 to 55 and any other paragraph which excludes or restricts our liability applies to our directors, officers, employees, subcontractors, agents and affiliated companies as well as to us.
57. If you become aware of any breach of any term of these Terms by any person, please tell us by email including a subject title marked **URGENT**. We welcome your input but do not guarantee that we will agree with your judgement.

You indemnify us

58. As a condition of your access to and use of Products and Services, you agree to indemnify us, our directors, officers, agents, employees and contractors and our successors and assigns, against all loss, actions, proceedings, damages, costs, and expenses (including legal fees) and claims arising directly or indirectly from:
- (a) your breach of these Terms;
 - (b) any activity on your Account or under your password; and
 - (c) your access to the Products.
59. Paragraph 58 survives termination of these Terms and applies to claims arising both before and after such expiration or termination.

Privacy

60. We recognize the importance of protecting your privacy. Our Privacy Policy detailing our policies regarding the collection, use and disclosure of your personal information is available on Our Website, and you agree to be bound by it.

61. We recognize the importance of protecting your, your franchisees' and customers' privacy. Our Privacy Policy detailing our policies regarding the collection, use and disclosure of your personal information is available on Our Website, and, subject to subsequent provisions you agree to be bound by it.

Termination

62. We may terminate or suspend your Account and terminate any license described in these Terms immediately, without notice or liability, for any reason whatsoever at our absolute discretion. We will do so if you breach these Terms.
63. Upon termination or suspension, your rights to use any Product will immediately cease and we or the Center will archive and store all Content for at least the period required by law.
64. If you wish to terminate or suspend your Account, you may do so in the following ways:
- (a) With written notice per the terms outlined in your contractual obligation outlined on your executed quote and/or contract, or with 90 days' written notice if not explicitly outlined on your executed quote and/or contract;
 - (b) With 30 days' written notice in the event of a material breach by us that is incapable of remedy or is not remedied; or
 - (c) If we become the subject of any proceedings regarding insolvency, receivership, liquidation or assignment for the benefit of creditors.
65. Any term of these Terms which by its nature should survive termination shall survive termination, including, without limitation provisions relating to ownership, intellectual property, warranties, disclaimers, indemnities and limitations of liability.
66. These Terms may not be assigned by Customer without our prior written consent except to (i) Customer's parent or subsidiary, (ii) an acquirer of equity or assets, or (iii) a successor by merger. Any purported assignment in violation of this paragraph shall be void.
67. We shall not be liable to you or any third party for any claim or damages arising out of any termination or suspension or any other actions taken by us.
68. If applicable law requires us to provide notice of termination or cancellation, we may give prior or subsequent notice by posting it on Products or by sending a communication to any address (email or otherwise) that we have for you in our records.

Local Laws and Export Control

69. The Products may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies, and the export control regulations of Switzerland and the European Union. You acknowledge and agree that Products shall not be used in relation to, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries for which the United States, Switzerland and/or the European Union maintains an embargo ("**Embargoed Countries**").
70. By using the Products, you represent and warrant that you are not located in or under the control of, a national or resident of an Embargoed Country. If Customer should begin doing business in Europe, Customer furthermore agrees to comply strictly with all U.S., Swiss and European Union export laws and assumes sole

responsibility for obtaining licenses to export or re-export as may be required.

Dispute Resolution by Binding Arbitration

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

71. Agreement to Arbitrate. This Dispute Resolution by Binding Arbitration section is referred to in these Terms as the "Arbitration Agreement." You agree that any and all disputes or claims that have arisen or may arise between you and LineLeader, whether arising out of or relating to these Terms (including any alleged breach thereof), the Products, the Services, any advertising, or any aspect of the relationship or transactions between us, will be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into these Terms, you and LineLeader are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The U.S. Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.
72. Prohibition of Class and Representative Actions and Non-Individualized Relief. ***YOU AND LINELEADER AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND LINELEADER AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S), EXCEPT THAT YOU MAY PURSUE A CLAIM FOR AND THE ARBITRATOR MAY AWARD PUBLIC INJUNCTIVE RELIEF UNDER APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THIS PROVISION.***
73. Pre-Arbitration Dispute Resolution. LineLeader is always interested in resolving disputes amicably and efficiently, and most Customer concerns can be resolved quickly and to Customer's satisfaction by emailing LineLeader at [accounting@crmwebsolutions.com]. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (**Notice**). The Notice to LineLeader should be sent to [accounting@crmwebsolutions.com] (**Notice Address**). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If LineLeader and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or LineLeader may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by LineLeader or you will not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or LineLeader is entitled.

74. Arbitration Procedures.

- a. Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's (**AAA**) rules and procedures, including the AAA's Consumer Arbitration Rules (collectively, the **AAA Rules**), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <https://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, <https://www.adr.org/consumer>. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms as a court would. All issues are for the arbitrator to decide, including issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Terms and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.
- b. Unless LineLeader and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination will be made by AAA. If your claim is for \$10,000 or less, LineLeader agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

75. Costs of Arbitration. Payment of all filing, administration, and arbitrator fees (collectively, the **Arbitration Fees**) will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. To the extent any Arbitration Fees are not specifically allocated to either LineLeader or you under the AAA Rules, LineLeader and you shall split them equally; provided that if you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of such Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of any Arbitration Fees, LineLeader will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, LineLeader will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys' fees will be governed by the AAA Rules.

76. Confidentiality. All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

77. **Severability.** If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the subsection (b) above titled “Prohibition of Class and Representative Actions and Non-Individualized Relief” above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement will be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of subsection (b) above titled “Prohibition of Class and Representative Actions and Non-Individualized Relief” are invalid or unenforceable, then the entirety of this Arbitration Agreement will be null and void, unless such provisions are deemed to be invalid or unenforceable solely with respect to claims for public injunctive relief. The remainder of these Terms will continue to apply.
78. **Future Changes to Arbitration Agreement.** Notwithstanding any provision in these Terms to the contrary, LineLeader agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of the Products, you may reject any such change by sending LineLeader written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

Miscellaneous matters

79. You agree that you are solely responsible for your interactions with any other Customer in connection with the Service and Products, and LineLeader will have no liability or responsibility with respect thereto. LineLeader reserves the right, but has no obligation, to become involved in any way with disputes between you and any other Customer.
80. LineLeader reserves the right to modify or discontinue, temporarily or permanently, the Products or Services (or any part thereof) with or without notice. You agree that LineLeader will not be liable to you or to any third party for any modification, suspension or discontinuance of a Product or Service.
81. You acknowledge and agree that the Products may use encryption technology.
82. You will give any required notice under these Terms to us by sending an email to accounting@crmwebsolutions.com.
83. If any part of these Terms is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent necessary to bring it within the laws of that jurisdiction and to prevent it from being void, and shall be binding in that changed or reduced form.
84. The failure of LineLeader to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision.
85. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Products or Services or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.
86. Our rights and obligations set out in these Terms shall pass to any permitted successor in title.
87. Any obligation in these Terms intended to continue to have effect after termination shall so continue.

88. We will communicate with you by e-mail or by posting notices on Our Website. You agree that all such electronic communications satisfy any legal requirement that such communications be in writing.
89. Any communication emailed to you will be deemed as having been received within 24 hours if no notice of non-receipt has been received by the sender.
90. These Terms do not give any right to any third party except as specified herein.
91. LineLeader will not be in default hereunder by reason of any failure or delay in the performance of its obligations where such failure or delay is due to civil disturbances, riot, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or unavailability of electrical power, network access or equipment, or any other circumstances or causes beyond LineLeader's reasonable control.
92. These Terms shall be governed by the laws of the State of Delaware (without regard to its rules of conflict of laws) and the parties irrevocably and unconditionally consent to and submit to the exclusive jurisdiction of the courts of the State of Delaware and of the United States of America located in such state.
93. For those users accessing the system within the country of Australia, then these Terms shall be governed by the laws of the Queensland and the Commonwealth of Australia (without regard to its rules of conflict of laws) and the parties irrevocably and unconditionally consent to and submit to the exclusive jurisdiction of the Courts of Queensland.

Notice for California Consumer Customers

94. Under California Civil Code Section 1789.3, consumer users of the Products or Services from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted (a) via email at dca@dca.ca.gov; (b) in writing at: Department of Consumer Affairs, Consumer Information Division, 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834; or (c) by telephone at (800) 952-5210 or (800) 326-2297 (TDD). Sacramento-area consumers may call (916) 445-1254 or (916) 928-1227 (TDD). You may contact us at LineLeader, [433 Las Colinas Blvd, Ste 650, Irving TX, 75039 or (866) 306-985].