

**LEADPAGES | CENTER | DRIP**  
**TERMS OF SERVICE**

*Last Modified: June 13, 2017*

Welcome to Leadpages, Center and Drip, provided by Avenue 81, Inc. d/b/a Leadpages (“**Company**,” “**we**,” “**our**,” or “**us**”). These Terms of Service govern your use of the Company website and the software and services made available there, as well as any other websites, subdomains, or services owned or controlled by Company (collectively, the “**Services**”), including Leadpages.net (“**Leadpages**”), Drip.co (“**Drip**”), and Center.io (“**Center**”). To access the Service, users must at all times agree to and abide by these Terms. The Services allow you to submit, store, and access certain business data and other information related to you, your customers, or your business (collectively, “**User Data**”).

This Terms of Service for the Services are a legal contract between you, either an individual subscriber, customer, member, or user of at least 18 years of age or a single company, organization, or entity (“**you**” or, collectively with other users, “**Users**”) and Company regarding your use of the Service. Company may have different roles with respect to different types of Users, and “you” as used in these Terms will apply to the appropriate type of User under the circumstances.

Please read carefully the following terms of service. By registering for and/or accessing, browsing, using or subscribing to the Service, or by clicking “I Agree,” or otherwise affirmatively manifesting your intent to be bound by these Terms of Service, you signify that you have read, understood, and agree to be bound by the following terms, including any additional guidelines and any future modifications (collectively, the “**Terms**”), and to the collection and use of your User Data as set forth in the Company [Privacy Policy](#).

If you are using or opening an account with Company on behalf of a company, entity, or organization (collectively, the “**Subscribing Organization**”) then you represent and warrant that you: (i) are an authorized representative of that entity with the authority to bind such entity to these Terms; (ii) have read these Terms; (iii) understand these Terms, and (iv) agree to these Terms on behalf of such Subscribing Organization.

PLEASE READ THESE TERMS CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

1. **License Grant.** Subject to the terms and conditions of these Terms, Company hereby grants to you a limited, personal, non-transferable license to use the Services in the manner contemplated by these Terms solely for your internal business purposes. Users shall have no right to sub-license or resell the Services or any component thereof.

2. **Privacy.** We care about the privacy of our Users. You understand that by using the Services you consent to the collection, use and disclosure of your personally identifiable information and aggregate and/or anonymized data as set forth in our [Privacy Policy](#), and to have your personally identifiable information collected, used, transferred to and processed in the United States. IF YOU CREATE OR USE YOUR OWN PRIVACY POLICY OR STATEMENT FOR YOUR BUSINESS IN CONNECTION WITH THE USE OF THE SERVICES, YOU HEREBY ACKNOWLEDGE AND AGREE TO INCLUDE IN SUCH PRIVACY POLICY OR STATEMENT, A DISCLOSURE WITH RESPECT TO OUR COLLECTION, USE AND DISCLOSURE OF PERSONALLY IDENTIFIABLE INFORMATION OF YOUR CUSTOMERS DISCLOSED TO US THAT IS

CONSISTENT AND IN ACCORDANCE WITH OUR PRIVACY POLICY, INCLUDING WITH RESPECT TO THE POTENTIAL DISCLOSURE OF SUCH INFORMATION TO THIRD PARTY PARTNERS.

3. **Individual Features and Services.** Certain features of the Service (“**Individual Services**”) may have their own terms and conditions that you must agree to when you sign up for that particular product, function, or service (each an “**Individual Service Agreement**”). An Individual Service Agreement supplements these Terms and is hereby incorporated by reference. If any term of these Terms expressly conflicts with any term of an Individual Service Agreement, the conflicting term in the Individual Service Agreement will control. All other terms and conditions of each agreement will remain in full force and effect. Further, you will be subject to any additional posted guidelines or rules applicable to specific services and features which may be posted from time to time (the “**Guidelines**”). All such Guidelines are hereby incorporated by reference into the Terms.

4. **Modification of the Terms.** Company reserves the right, at its sole discretion, to change, modify, add, or remove portions of these Terms at any time. You agree to review these Terms and any Guidelines periodically for changes. When we change the Terms in a material manner, we will update the ‘last modified’ date at the top of this page and notify you that material changes have been made to these Terms. If any such revision is unacceptable to you, your only remedy is to terminate your applicable Company User Account(s).

5. **DMCA Notice.**

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify Company's copyright agent, as set forth in the Digital Millennium Copyright Act of 1998 (“**DMCA**”). For your complaint to be valid under the DMCA, you must provide the following information in writing:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
2. Identification of the copyrighted work that you claim has been infringed (please include the applicable registration number(s) as applicable);
3. Identification of the material that is claimed to be infringing and where it is located on the Services (You must include the URL(s) (the location(s) of the page(s) that contains the allegedly infringing material and also include a description of the specific content which you claim is infringing on your copyright);
4. Information reasonably sufficient to permit Company to contact you, such as your address, telephone number, and, e-mail address;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
6. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner or the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. I also affirm that as the copyright owner or its authorized agent, I have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law."

The above information must be submitted to the following DMCA Agent:

Name: Copyright Agent  
Attn: DMCA Notice  
Company: Avenue 81, Inc. (DBA Leadpages)  
Address: 251 N. 1<sup>st</sup> Avenue, Suite 200, Minneapolis, MN 55401  
Telephone: 844.594.3390  
Fax: N/A  
Email: legal@ave81.com

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

Please note that this procedure is exclusively for notifying Company that your copyrighted material has been infringed. The preceding requirements are intended to comply with Company's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

If a DMCA Takedown Notice has been filed against you, we will attempt to notify you and provide you with a copy of the Takedown Notice. If you have a good faith belief that you have been wrongfully accused, you may file a Counter Notice with us. You may complete this [Counter Notice form](#) or send us a written communication by mail or email.

If we receive a valid counter notification complying with the requirements of the DMCA, the DMCA provides that the removed or disabled material will be restored or access re-enabled.

We will restore the removed material and cease disabling access to it in not less than 10, nor more than 14, business days following receipt of a Counter Notice complying with the requirements of the DMCA, unless we first receive notice from the complaining party that such complaining party has filed an action seeking a court order to restrain the alleged infringer from engaging in infringing activity relating to the material on this Site.

Please be advised that United States copyright law provides substantial penalties for a false Counter Notice filed in response to a Takedown Notice. Accordingly, if you are not sure whether certain material of yours is protected by copyright laws or infringes a third party's copyright, we suggest that you first contact an attorney.

It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.

6. **Eligibility; Termination.** THE SERVICES ARE NOT AVAILABLE TO PERSONS UNDER 18 YEARS OF AGE OR TO ANY USERS PREVIOUSLY SUSPENDED OR REMOVED FROM THE SERVICE BY COMPANY. Company may terminate your account(s), delete any content or information that you have posted on the Service, and/or prohibit you from using or accessing the Services (or any portion, aspect, or feature of the Services) for any reason or no reason, at any time in its sole discretion, with or without notice, including without limitation if it believes that you are under 18.

You agree that Company, in its sole discretion and for any or no reason, may terminate any account (or any part thereof) you may have with Company. In addition, Company reserves the right to discontinue any aspect of the Services at any time, including the right to discontinue the display of any User Data.

You agree that any termination of your access to the Service or any account you may have or portion thereof may be affected without prior notice, and you agree that Company will not be liable to you or any third-party for such termination. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of the Service may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies Company may have at law or in equity.

## 7. Account Activity Responsibility

7.1 User Accounts. In order to use certain aspects of the Services, you will have to register for Services and create an account (each, a “**User Account**”). When creating your account(s) for the Service, you agree to provide true, accurate, current, and complete information. You further agree to maintain and update your personal information as needed to keep it true, accurate, current, and complete. You are solely responsible for maintaining the confidentiality of your account(s) and password(s) and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account(s) or password(s). If you have reason to believe that your account(s) is/are no longer secure (for example, in the event of a loss, theft or unauthorized disclosure or use of your ID, password, or any credit, debit or charge card number), you agree to immediately notify Company. You may be liable for the losses incurred by Company or others due to any unauthorized use of your User Account(s).

7.2 Administrator Accounts. The person who first completes the Service registration on behalf of any Subscribing Organization is the initial “Administrator” for purposes of such Subscribing Organization’s use of the Service, and exercises certain options to initially determine the level of access, privacy, and security for the Service related to the Subscribing Organization (“**Administrator Account**”). For example, the Administrator will determine who can be a User of the Service under the organization associated with that Administrator and Subscribing Organization and the level of privileges that such Users will possess. Once initial registration has been completed, each Subscribing Organization will be able to register additional Administrators (up to five (5) subaccounts per Subscribing Organization). Certain of our Services allow each Administrator to designate other Users as additional and/or successor Administrators; in that case each Administrator is responsible for confirming that those person(s) accept such responsibility. Upon becoming an Administrator, each person will be deemed to agree to the obligations hereunder. In addition, any person designated as the billing contact in the Service billing record for a Subscribing Organization will be deemed to assume the rights and obligations of an Administrator. Administrator Accounts must comply in all respects with all terms and conditions applicable to User Accounts.

7.3 System Access. You may choose to allow Company to automatically retrieve data from your system(s) or third-party systems or services on your behalf. You hereby represent and warrant that you have the permission, authority, and rights to allow Company to so automatically access such system(s) and services and you hereby grant Company permission to access such system(s) and services and retrieve User Data therefrom by indicating the same within your User Account. Company disclaims any and all liability associated with accessing and retrieving User Data from such system(s) and services on your or your Subscribing Organization’s behalf. In order to connect the Service with any third-party service, you hereby designate Company as your agent and attorney-in-fact in connection with such service and further authorize is to: (a) store your User Data relating to such service; (b) access such service using User Data you provide us; (c) use any materials you provide us in order to provide you the Service; (d) gather and export from such service any User Data reasonably necessary for us to provide the Service to you; and (e) otherwise take any action in connection with such service as is reasonably necessary for us to provide the Service to you. You agree that those third-party service

providers are entitled to rely on the foregoing authorization, agency, and power of attorney granted by you. IF AT ANY TIME YOU DO NOT HAVE THE RIGHT AND AUTHORITY TO ALLOW COMPANY AUTOMATIC ACCESS TO SUCH SYSTEM(S), THEN YOU HEREBY AGREE TO IMMEDIATELY DISABLE SUCH FUNCTIONALITY WITHIN YOUR USER OR ADMINISTRATOR ACCOUNT.

7.4 Account Information. You acknowledge and agree that Company may access, preserve and disclose your account information and related contents if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms; (c) respond to claims that any User Data violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of Company, its users, or the public.

## 8. **Payment Terms; Charges and Taxes**

8.1 You are responsible for paying any applicable fees as set forth on our applicable pricing pages for [Leadpages](#); for [Drip](#); for [Center](#) and applicable taxes associated with the Service in a timely manner with a valid payment method. Unless otherwise stated, all fees are quoted in U.S. Dollars. All payments must be made electronically by the methods specified within the Service. You agree that we may charge your selected payment method for any such fees owed. You are required to keep your billing information current, complete, and accurate (*e.g.*, a change in billing address, credit card number, or expiration date) and to notify Company if your selected payment method is cancelled (*e.g.*, for loss or theft). All fees and charges are earned upon receipt by us and are nonrefundable (and there are no credits) except (a) as expressly set forth herein, and/or (b) as required by applicable law.

8.2 You are responsible for all charges incurred under your account made by you or anyone who uses your account(s) (including your co-workers, colleagues, team-members, etc.). If your payment method fails or you are past due on amounts owed, we may collect fees owed using other collection mechanisms. Your account may be deactivated without notice to you if payment is past due, regardless of the dollar amount. You are also responsible for paying any governmental taxes imposed on your use of the Service, including, but not limited to, sales, use, or value-added taxes. To the extent Company is obligated to collect such taxes, the applicable tax will be added to your billing account(s).

8.3 Authorization to charge your chosen payment method account will remain in effect until you cancel or modify your preferences within the applicable Services; provided, however, that such notice will not affect charges submitted before Company could reasonably act. Your charges may be payable in advance, in arrears, per usage, or as otherwise described when you ordered the applicable service or on the Pricing Pages found in section 8.1. You agree that charges may be accumulated as incurred and may be submitted as one or more aggregate charges during or at the end of the applicable billing cycle.

8.4 Company reserves the right to change the amount of, or basis for determining, any fees or charges for the Service we provide, and to institute new fees, charges, or terms effective upon prior notice to our Users. You will receive notice of any fee change in connection with your renewal of the Services and failure to cancel your account as set forth herein will constitute acceptance of such fee change. Any changes to fees will apply only on a prospective basis. If you do not agree to any such changes to fees, charges, or terms, your sole remedy is to cancel your subscription. Fees paid for any subscription term are paid in advance and are not refundable in whole or in part. If you have a balance due on any Service account, you agree that Company can charge these unpaid fees to any payment method that you have previously provided.

8.5 Your Service will be automatically renewed and your credit card account (or other payment method account) will be charged as follows without further authorization from you: (a)

every month for monthly subscriptions; (b) upon every one (1) year anniversary for annual subscriptions; (c) such other periodic rate you have selected from among the options offered on the Service. YOU ACKNOWLEDGE THAT YOUR SUBSCRIPTION IS SUBJECT TO AUTOMATIC RENEWALS AND YOU CONSENT TO AND ACCEPT RESPONSIBILITY FOR ALL RELATED RECURRING CHARGES TO YOUR APPLICABLE PAYMENT METHOD WITHOUT FURTHER AUTHORIZATION FROM YOU AND WITHOUT FURTHER NOTICE UNLESS REQUIRED BY LAW. YOU ACKNOWLEDGE THAT THE AMOUNT OF THE RECURRING CHARGE MAY CHANGE IF THE APPLICABLE TAX RATES CHANGE OR IF THERE HAS BEEN A CHANGE IN THE APPLICABLE FEES.

**8.6 Refunds.** You may cancel your LeadPages account at any time. Except for refunds provided for cancellation of Subscriptions within the first thirty (30) days of opening your account, there will be no refunds or credits for partial months of service or for periods in which your Subscription (as defined in section 8.5) remains active but you do not use the Services. In order to receive a refund, your request for a cancellation must be received within thirty (30) days of the date and time of opening your Account. If adequate notice is not received and your credit card is subsequently charged, you will not receive a refund. In the event that LeadPages suspends or terminates your account or this Agreement, you understand and agree that you shall receive no refund or exchange for any LeadPages Property, any unused time on a subscription, any license or subscription fees for any portion of the Service, any content or data associated with your account, or for anything else.

Notwithstanding the foregoing, you acknowledge and agree that the 30-day refund policy as described in this Section (8.6 Refunds) is not available if you have signed up for the 14 Day Free Trial period of LeadPages as described on the applicable pricing page.

**9. Restrictions.** When using the Services you agree not to:

- a) Upload or transmit via the Services pornographic, threatening, embarrassing, hateful, racially or ethnically insulting, libelous, or otherwise inappropriate content;
- b) Except where expressly permitted, use the Services to engage in spamming, "chain letters", "pyramid schemes", advertisement of illegal or controlled products or services, or other advertising or marketing activities that violate this Agreement, the Privacy Policy or any applicable laws, regulations or generally-accepted advertising or marketing industry guidelines;
- c) Use the Services in any manner that infringes, violates or misappropriates any third party's intellectual property or proprietary rights;
- d) Use the Services in any manner is misleading, deceptive or fraudulent or otherwise illegal or promotes illegal activities, including engaging in phishing or otherwise obtaining financial or other personal information in a misleading manner or for fraudulent or misleading purposes;
- e) Use the Services in any manner is libelous or defamatory, or that is otherwise threatening, abusive, violent, harassing, malicious or harmful to any person or entity, or is invasive of another's privacy;
- f) Use the Services in any manner that is harmful to minors in any way;
- g) Use the Services in any manner that is hateful or discriminatory based on race, color, gender, gender identity, religion, nationality, ethnic or national origin, marital status,

disability, sexual orientation or age or is otherwise objectionable, as reasonably determined by Ave. 81;

- h) Use the Services in any manner that in our sole discretion could damage, disable, overburden, or impair it;
- i) Use the Services in any manner that constitutes or contains any form of advertising or solicitation to users who have requested not to be contacted about other services, products or commercial interests;
- j) Attempt to gain unauthorized access to the Services, or any part of them, other User Accounts, computer systems or networks connected to the Services, or any part of them, through hacking, password mining or any other means or interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Service;
- k) Modify the Services in any manner or form, or use modified versions of the Service, including but not limited to for the purpose of obtaining unauthorized access to the Service;
- l) Use any robot, spider, scraper, or other automated means to access the Services for any purpose without our express written permission, or bypass any measures we may use to prevent or restrict access to the Service;
- m) Impersonate another person or access another User's User Account without that User's permission or to violate any contractual or fiduciary relationships;
- n) Share Company-issued passwords with any third party or encourage any other User to do so;
- o) Misrepresent the source, identity, or content of User Data;
- p) Modify, adapt, translate or create derivative works based upon the Services;
- q) Reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Services, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
- r) Rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Services to any third party; provide time sharing or similar services for any third party; or use the Service for any purpose other than your own internal business use;
- s) Remove, circumvent, disable, damage or otherwise interfere with security-related features of the Services, features that prevent or restrict use or copying of any content accessible through the Service, or features that enforce limitations on use of the Service or Service;
- t) Access the Services if you are a direct competitor of Company, except with Company's prior written consent, or for any other competitive purposes; or
- u) Collect or harvest any personally identifiable information, including account names, from the Services.

Without limiting the foregoing, when using the Drip Services, you agree not to:

- a) Use the Drip Services in any manner to send emails with the following content: offers to sell illegal goods, pornography, sexually explicit material, sex advice, drugs or

pharmaceutical information or products, adult related products, services or novelty items, credit repair services or opportunities, dating or escorts, stock trading, day trading or stock market content, betting or gambling products or services, network or multi-level marketing, affiliate marketing, loans, mortgages, nutritional or herbal supplements, make money online and work from home opportunities, or free product/free sample giveaways, claim your money/benefit/assistance or similar, and property/real estate listing notifications;

- b) Use the Drip Services in any manner to repeatedly import, send, and delete subscribers from an account. Your account is intended for a single set of subscribers;
- c) Use the Drip Services in any manner to contact your subscribers at such a rate that your bounce, abuse, or unsubscribe rates move above Drip's acceptable use limits. If any or all of these rates move above Drip's internal threshold we reserve the right to pause or terminate your account.
- d) Use the Drip Services to email subscribers who have not explicitly opted in to hear from you. This means you agree not to send emails to purchased subscribers, purchased lists, or subscribers attained through co-registration (where a subscriber is added to your list from filling out a form on a different website).

## 10. **User Data**

10.1 Use of User Data. By submitting User Data to Company, you hereby grant, and represent and warrant that you have all rights necessary to grant, all rights and licenses to the User Data required for Company and its subcontractors and service providers to provide the Services. Company shall have no right to sublicense or resell User Data, except however, that you agree that Company may collect, analyze, and use data derived from User Data, which may include Personal Data and/or information collected from or about an individual but which does not identify the individual personally, as well as data about you, and other Users' access and use of the Service, for purposes of operating, analyzing, improving, or marketing the Service and any related services. If Company shares or publicly discloses information (e.g., in marketing materials, or in application development) that is derived from User Data, such data will be aggregated or anonymized to reasonably avoid identification of a specific individual or the User. By way of example and not limitation, Company may: (a) track the number of users on an anonymized aggregate basis as part of Company's marketing efforts to publicize the total number of Users of the Service; (b) analyze aggregated usage patterns for product development efforts; or (c) use anonymous data derived from User Data in a form which may not reasonably identify either a particular individual or the User to develop further analytic frameworks and application tools. You further agree that Company will have the right, both during and after the term of these Terms, to use, store, transmit, distribute, modify, copy, display, sublicense, and create derivative works of the anonymized, aggregated data.

10.2 Your Responsibilities for User Data. In connection with User Data, you hereby represent, warrant, and agree that: (a) you have obtained the User Data lawfully, and the User Data does not and will not violate any applicable laws or any person or entity's proprietary or intellectual property rights; (b) the User Data is free of all viruses, Trojan horses, and other elements that could interrupt or harm the systems or software used by Company or its subcontractors to provide the Service; (c) all User Data has and will be collected by you in accordance with a privacy policy that permits Company to share, collect, use, and disclose such User Data as contemplated under these Terms, and if required by applicable law, pursuant to consents obtained by you to do each of the foregoing; (d) you are solely responsible for ensuring compliance with all privacy laws in all jurisdictions that may apply to



User Data provided hereunder; (e) Company may exercise the rights in User Data granted hereunder without liability or cost to any third party; and (f) the User Data complies with the terms of these Terms. For purposes of clarity, Company takes no responsibility and assumes no liability for any User Data, and you will be solely responsible for its User Data and the consequences of sharing it hereunder. You may not submit any User Data that includes any information that can be used to identify, locate, or contact any of your employees, customers, users or potential customers or users, including: (1) first and last name; (2) home or other physical address; (3) telephone number; (4) email address or online identifier associated with an individual; (5) social security number, passport number, driver's license number, or similar identifier; (6) credit or debit card number; (7) employment, financial or health information; or (8) any other information relating to an individual, including cookie information and usage and traffic data or profiles, that is combined with any of the foregoing (collectively, "**Personal Data**") without Company's prior written approval.

10.3 Security Incidents. In the event that User Data is disclosed to or accessed by an unauthorized party, Company will promptly notify you and use reasonable efforts to cooperate with your investigation of the incident.

10.4 No Responsibility for Backups. Company will not be responsible for any backup, recovery or other steps required to ensure that User Data is recoverable in the case of data loss. You are solely responsible for backing up your User Data on a regular basis, and taking appropriate steps to safeguard and ensure the integrity of your User Data.

10.5 Rights to User Data. You own all right, title and interest (including all intellectual property rights) in and to your User Data.

11. **Ownership; Proprietary Rights**. The Services are owned and operated by Company. The visual interfaces, graphics, design, compilation, information, computer code, products, software, services, and all other elements of the Services provided by Company, but expressly excluding any of the foregoing owned or licensed by and posted to the Service at the direction of Users (including without limitation User Data) ("**Materials**") are protected by intellectual property and other applicable laws. Except for any technology licensed by Company, which is owned by and provided by our third-party licensors, all Materials contained in the Service, including without limitation the intellectual property rights therein and thereto, are the property of Company or its subsidiaries or affiliated companies. All trademarks, service marks, and trade names are proprietary to Company or its affiliates and/or third-party licensors. Except as expressly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Materials or the intellectual property rights therein or thereto, you agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials.

You may choose to or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products ("**Ideas**"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Company under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Company does not waive any rights to use similar or related ideas previously known to Company, or developed by its employees, or obtained from sources other than you.

12. **Third-Party Sites, Third-Party Information**

12.1 The Services may be utilized or integrated with third party applications, websites or services (“**Third Party Services**”) to make available content, products and/or services to you. These Third Party Services may have their own terms and conditions of use and privacy policies and your use of These Party Services will be governed by and subject to such terms and conditions and privacy policies. You understand and agree that Company makes no express or implied warranties or endorsements with regard to the information, or other material, products, or services that are contained on or accessible through such Third-Party Services. Access and use of Third-Party Services, including the information, material, products, and services on such sites or available through such sites, is solely at your own risk.

12.2 YOU ACKNOWLEDGE THAT COMPANY DOES NOT MANAGE OR CONTROL THE USER DATA THAT YOU ACCESS, STORE OR DISTRIBUTE THROUGH THE SERVICE, AND ACCEPTS NO RESPONSIBILITY OR LIABILITY FOR THAT INFORMATION REGARDLESS OF WHETHER SUCH USER DATA IS TRANSMITTED TO OR BY YOU IN BREACH OF THESE TERMS. COMPANY MAKES NO WARRANTY WITH RESPECT TO SUCH USER DATA YOU MAY ACCESS, STORE OR DISTRIBUTE THROUGH THE SERVICE. IN PARTICULAR, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMPANY MAKES NO WARRANTY THAT SUCH USER DATA WILL BE FREE OF ANY VIRUS, WORM, TROJAN HORSE, EASTER EGG, TIME BOMB, CANCELBOT, OR OTHER DESTRUCTIVE OR MALICIOUS CODE OR PROGRAMS. YOU AGREE TO WAIVE, AND HEREBY DO WAIVE, ANY LEGAL OR EQUITABLE RIGHTS OR REMEDIES YOU HAVE OR MAY HAVE AGAINST COMPANY WITH RESPECT TO THIRD PARTY AND/OR USER DATA THAT YOU CHOOSE TO ACCESS, STORE OR DISTRIBUTE, THROUGH THE SERVICE.

13. **Security and Privacy Settings.** We have implemented commercially reasonable technical and organizational measures designed to secure your User Data from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your User Data for improper purposes. You understand that internet technologies have the inherent potential for disclosure. You acknowledge that you are under no obligation to provide Personal Data or other sensitive information in order to use the Service and that you provide any such information at your own risk.

#### 14. **Disclaimers; No Warranties**

14.1 THE SERVICES AND ANY THIRD-PARTY OR USER DATA, SOFTWARE, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, COMPANY, ITS SUPPLIERS, LICENSORS, AND PARTNERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS.

14.2 COMPANY, ITS SUPPLIERS, LICENSORS, AND PARTNERS DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

14.3 COMPANY, ITS SUPPLIERS, LICENSORS, AND PARTNERS DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN THIRD PARTY OR USER DATA, MATERIAL, OR DATA THROUGH THE USE OF THE SERVICE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH THIRD PARTY OR USER PROVIDED INFORMATION, MATERIAL, OR DATA. COMPANY WILL NOT BE RESPONSIBLE OR LIABLE FOR THE DELETION, CORRECTION, DESTRUCTION, DAMAGE, LOSS, OR FAILURE TO STORE OR MAINTAIN ANY THIRD-PARTY OR USER DATA.

14.4 CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

**15. Limitation of Liability**

15.1 UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL COMPANY OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS, LICENSORS, OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION LOSSES OR LIABILITY RESULTING FROM LOSS OF DATA, LOSS OF REVENUE, ANTICIPATED PROFITS, OR LOSS OF BUSINESS OPPORTUNITY) THAT RESULT FROM YOUR USE OR YOUR INABILITY TO USE THE INFORMATION OR MATERIALS ON THE SERVICE, OR ANY OTHER INTERACTIONS WITH COMPANY, EVEN IF COMPANY OR A COMPANY AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, COMPANY'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

15.2 IN NO EVENT WILL COMPANY'S OR ITS AFFILIATES', CONTRACTORS', EMPLOYEES', AGENTS', OR THIRD-PARTY PARTNERS', LICENSOR'S, OR SUPPLIERS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE SERVICE, INCLUDING WITHOUT LIMITATION YOUR INTERACTIONS WITH OTHER USERS, (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE SERVICE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DAY THE ACT OR OMISSION OCCURRED THAT GAVE RISE TO YOUR CLAIM OR ONE HUNDRED DOLLARS, WHICHEVER IS GREATER.

15.3 YOU ACKNOWLEDGE AND AGREE THAT COMPANY HAS OFFERED ITS PRODUCTS AND SERVICES, SET ITS PRICES, AND ENTERED INTO THESE TERMS IN RELIANCE UPON THE DISCLAIMERS OF WARRANTY AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE DISCLAIMERS OF WARRANTY AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN THE PARTIES (INCLUDING THE RISK THAT A CONTRACT REMEDY MAY FAIL OF ITS ESSENTIAL PURPOSE AND CAUSE CONSEQUENTIAL LOSS), AND THAT THE DISCLAIMERS OF WARRANTY AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND COMPANY.

16. **Indemnification.** You agree to defend, indemnify and hold harmless Company and its subsidiaries, agents, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (a) your use of and access to the Service, including any data or work transmitted or received by you; (b) your violation of any term of these Terms, including without limitation, your breach of any of the representations and warranties above; (c) your violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (d) your violation of any law, rule or regulation of the United States or any other country; (e) any claim or damages that arise as a result of any of your User Data or any other data that are submitted via your account; or (f) any other party's access and use of the Service with your unique username, password or other appropriate security code. Company will have the right to control the defense, settlement, adjustment or compromise of any such claims, actions or proceedings by using counsel selected by Company. Company will use reasonable efforts to notify you of any such claims, actions, or proceedings upon becoming aware of the same.

**17. Governing Law; Arbitration; and Class Action/Jury Trial Waiver**

17.1 Governing Law. You agree that: (a) the Service shall be deemed solely based in Minnesota; and (b) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than Minnesota. This Agreement shall be governed by the internal substantive laws of the State of Minnesota, without respect to its conflict of laws principles. The parties acknowledge that these Terms evidences a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of these Terms shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in Minneapolis, Minnesota for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that Minneapolis, Minnesota is the proper forum for any appeals of an arbitration award or for trial court proceedings if the arbitration provision below is found to be unenforceable.

17.2 Arbitration. READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM COMPANY. For any dispute with Company, you agree to first contact us at legal@ave81.com and attempt to resolve the dispute with us informally. In the unlikely event that Company has not been able to resolve a dispute it has with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to these Terms, or the breach or alleged breach thereof (collectively, “**Claims**”), by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at www.jamsadr.com. The arbitration will be conducted in Minneapolis, Minnesota, unless you and Company agree otherwise. If you are using the Service for commercial purposes, each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys’ fees and reasonable costs for expert and other witnesses. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing Company from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, intellectual property or other proprietary rights.

17.3 Class Action/Jury Trial Waiver. WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES’ INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND COMPANY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

## 18. **Miscellaneous**

18.1 Notice and Modifications. Company may provide you with notices, including those regarding changes to Company’s terms and conditions, by email, regular mail, or postings on the Service. Notice will be deemed given twenty-four hours after email is sent, unless Company is notified

that the email address is invalid. Alternatively, we may give you legal notice by mail to a postal address, if provided by you through the Service. In such case, notice will be deemed given three days after the date of mailing. Notice posted on the Service is deemed given five (5) days following the initial posting. Company reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in these Terms. Company is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. Company may, in its sole discretion, modify or update these Terms from time to time, and so you should review this page periodically. When we change the Agreement in a material manner, we will update the 'last modified' date at the bottom of this page and notify you that material changes have been made to the Agreement. Your continued use of the Service after any such change constitutes your acceptance of the new Terms of Service. If you do not agree to any of these terms or any future Terms of Service, do not use or access (or continue to access) the Service.

18.2 Waiver. The failure of Company to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by Company.

18.3 Severability. If any provision of these Terms, an Individual Service Agreement, or any Guideline is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from these Terms to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions; except that in the event of unenforceability of the universal Class Action/Jury Trial Waiver, the entire arbitration agreement shall be unenforceable.

18.4 Assignment. These Terms, Individual Service Agreements, and related Guidelines, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Company without restriction.

18.5 Survival. Upon termination of these Terms, any provision which, by its nature or express terms should survive, shall survive such termination or expiration, including, but not limited to, Sections 3 and 8 through 21.

18.6 Headings. The heading references herein are for convenience only, do not constitute a part of these Terms, and will not be deemed to limit or affect any of the provisions hereof.

18.7 Entire Agreement. This, including the agreements incorporated by reference, constitutes the entire agreement between you and Company relating to the subject matter herein and will not be modified except in writing, signed by both parties, or by a change made by Company as set forth in these Terms.

18.8 Claims. YOU AND COMPANY AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

18.9 Disclosures. The Service is offered by Avenue 81, Inc. d/b/a Leadpages located at 251 N. 1st Avenue, Suite 200, Minneapolis, MN 55401, and can be reached via email at [accounts@ave81.com](mailto:accounts@ave81.com) or telephone at 844.594.3390.