

# GRAZING BIZ and ENGAGEMORE PRO

## Terms of Use | Privacy | Refund Policy

The following are the Terms of Use and Data Processing Addendum for ExposedAgent Marketing Solutions dba GRAZING BIZ and ENGAGEMORE PRO. By using this service, you agree to be bound by these terms and conditions. If you do not agree to these terms and conditions, please do not use this service.

### 1. Password and Security

You will be provided with a user name and a secure password for accessing our service. You are solely responsible for maintaining the confidentiality of your password(s). You agree to notify GRAZING BIZ AND ENGAGEMORE PRO immediately of any unauthorized use of your password(s)/account or any other breach of security applicable to our service.

### 2. User Privacy

In summary, we do not share your personal information, email address, or any of the information you enter into GRAZING BIZ and ENGAGEMORE PRO with any other organization or individual.

For our complete Privacy Policy, please [CLICK HERE](#)  
GRAZING BIZ AND ENGAGEMORE PRO respects your privacy.

### 3. Limitation of Liability

By accepting these terms and conditions you agree that GRAZING BIZ AND ENGAGEMORE PRO and its affiliates are not responsible and have no liability for indirect, incidental, consequential, special, exemplary, punitive or other damages under any contract, negligence, strict liability or other theory arising out of or relating in any way to your use of our service. GRAZING BIZ AND ENGAGEMORE PRO will only be liable for costs and expenses incurred directly by you as a result of any negligent act or omission by us, provided that, under no circumstances shall our liability exceed the fees paid by you to GRAZING BIZ AND ENGAGEMORE PRO for services rendered in the preceding 12-month period.

### 4. Indemnification

4.1 Customer agrees to defend, indemnify and hold harmless GRAZING BIZ and ENGAGEMORE PRO, its members, managers, officers, employees, attorneys, agents, and assigns from any and all claims, liabilities, losses, costs or damages whatsoever (herein "Claims"), including reasonable attorney's fees, arising as a result of, or in any way connected with, the use of the System by any person, including but not limited to Customer or Authorized User (otherwise than as a result of any gross negligence on the part of GRAZING BIZ and ENGAGEMORE PRO), whether or not such Claims arise out of tort, contract or statute including, without limitation, (i) Claims caused by any act error, omission, fault or negligence of Customer or any Authorized User or any other party or their respective employees, customers or permitted assigns, or (ii) Claims arising under a warranty or representation by Customer to any Authorized User or to any third party in connection with the System, or (iii) Claims arising out of libel,

slander, infringement of copyright, trademarks, service marks, trade secrets or patents, or breach in the privacy or security of transmissions directly or indirectly related to the use of the System, or (iv) Claims related to the rights of persons and entities that are not parties to this Agreement relating to the products and services provided directly or indirectly by GRAZING BIZ and ENGAGEMORE PRO that may include tools by which Customer or Authorized Users can contact third parties by phone, email and/or text messages (herein "Dissemination of Information").

4.2 GRAZING BIZ AND ENGAGEMORE PRO SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR DISSEMINATION OF INFORMATION. Customer represents and warrants that it will inquire of its own legal counsel as to the legality of any Dissemination of Information and/or actions in furtherance of such dissemination, and Customer assumes all responsibility for knowledge of, and compliance with, state and federal statutes, regulations, ordinances and other strictures governing the Dissemination of Information. Customer will use GRAZING BIZ and ENGAGEMORE PRO ' products, software and data base in full compliance with, and shall indemnify GRAZING BIZ and ENGAGEMORE PRO for failures of any person or entity, including but not limited to Customers and Authorized Users to fully comply with, all state and federal statutes, regulations, ordinances and other strictures governing the Dissemination of Information and/or actions in furtherance of such dissemination.

4.3 If GRAZING BIZ and ENGAGEMORE PRO receives notice of any Claim with respect to which it may be entitled to be indemnified by Customer hereunder it shall promptly give notice of the same to Customer. If Customer does not assume the defense of such Claim and unconditionally acknowledge its obligation to indemnify GRAZING BIZ and ENGAGEMORE PRO with respect thereto, GRAZING BIZ and ENGAGEMORE PRO shall be entitled to take such actions with regard thereto as it shall in its sole discretion determine including, but not limited to, de-activation of any Authorized User that it reasonably suspects is responsible for the conduct giving rise to the Claim and, if the misuse of the System is sufficiently serious, and after prior notice to Customer, to suspend all services provided hereunder until Customer is able to demonstrate to the reasonable satisfaction of GRAZING BIZ and ENGAGEMORE PRO that such misuse will not reoccur.

## 5. About the Copyright of the GRAZING BIZ and ENGAGEMORE PRO

Copyright in all material on this website and CRM software, including the underlying HTML, text, illustrations, designs, icons, audio clips, video clips, documents, products, software, email templates, text templates and opt-in landing page templates and all other content ("Material") is owned solely by GRAZING BIZ and ENGAGEMORE PRO .

Except as noted in the Terms of Use below, none of the Material may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means ("Use" or "Used"), without the prior written consent of the GRAZING BIZ and ENGAGEMORE PRO

### **Material Terms of Use Exceptions:**

GRAZING BIZ and ENGAGEMORE PRO grants the user the right to edit, direct mail, email, text, delete, and use for limited advertising purposes the Material provided within the marketing emails, texts and opt-in landing pages URLs ("marketing content") with the intention to promote their business only to true and real prospects.

Copying, downloading, saving, sharing, distributing or selling of any and all GRAZING BIZ and ENGAGEMORE PRO marketing content is considered a violation and theft and, thus, is STRICTLY prohibited. Violators will liable and prosecuted to the fullest extent of the law.

#### 6. Use of logo

GRAZING BIZ and ENGAGEMORE PRO hereby grants to Customer the express right to use GRAZING BIZ and ENGAGEMORE PRO 's name and logo solely to identify GRAZING BIZ and ENGAGEMORE PRO as a provider of services to Customer. Other than as expressly stated herein, neither party shall use the other party's marks, codes, drawings, or specifications without the prior written permission of the other party.

#### 7. Termination and Suspension

We may terminate or deny access to any part, or all of the services offered, for non-payment or violation of any of the Terms of Use terms. In the event that a customer is rude, abusive or otherwise conducts themselves in an unprofessional manner with any GRAZING BIZ and ENGAGEMORE PRO personnel either personally or in public (whether by in person, over the telephone, public or private social media forums or in any other communications) we deny access to all or any part of the services (or to any such user) or we may elect by notice in writing to terminate this agreement in its entirety. Additionally, there may be rare occasions where we need to suspend the service for repairs, upgrades or maintenance reasons. If we were to terminate the service permanently, pre-paid customers would be refunded any pre-paid months not used. For other terms related to Guarantees, Cancellations and Refunds, please see [GUARANTEE, CANCELLATION AND REFUND POLICY](#).

## Data Processing Addendum

This Data Processing Addendum (this "DPA") is made between GRAZING BIZ and ENGAGEMORE PRO , (a subsidiary of ExposedAgent Digital Marketing, a limited liability company organized and existing under the laws of the State of Arizona, U.S.A. ("GRAZING BIZ and ENGAGEMORE PRO "), and the entity or person obtaining a license to use the GRAZING BIZ AND ENGAGEMORE PRO product.

This DPA is supplemental to the Agreement and sets out the terms that apply when Personal Data is processed by GRAZING BIZ and ENGAGEMORE PRO under the Agreement. In addition, GRAZING BIZ and ENGAGEMORE PRO's privacy policy is incorporated by reference and forms part of the Agreement as supplemented by this Addendum.

#### 1. Definitions

1.1 For the purposes of this DPA, the following terms shall have their respective meanings set forth below and other capitalized terms used but not defined in this DPA have the same meanings as set forth in the Agreement:

(a) "Agreement" means the GRAZING BIZ and ENGAGEMORE PRO Terms of Use Agreement between the parties providing for the provision by GRAZING BIZ and ENGAGEMORE PRO to Customer of the services described therein.

(b) "EEA" means the European Economic Area (including the United Kingdom).

(c) “EU Data Protection Legislation” means on and after 25 May 2018, Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (“GDPR”) (as amended, replaced or superseded).

(d) “Controller” means the entity which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.

(e) “Processor” means an entity which processes Personal Data on behalf of the Controller. person.

(f) “Personal Data” means any information relating to an identified or identifiable natural

(g) “Privacy Shield” means the EU-U.S. and Swiss-U.S. Privacy Shield self-certification program operated by the U.S. Department of Commerce.

(h) “Privacy Shield Principles” means the Privacy Shield Principles (as supplemented by the Supplemental Principles) contained in Annex II to the European Commission Decision C(2016)4176 of July 12, 2016 (as may be amended, superseded or replaced).

(i) “Security Incident” means accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data.

(j) “Sensitive Data” means (a) social security number, passport number, driver’s license number, or similar identifier (or any portion thereof), (b) credit or debit card number (other than the truncated (last four digits) of a credit or debit card), (c) employment, financial, genetic, biometric or health information; (d) racial, ethnic, political or religious affiliation, trade union membership, or information about sexual life or sexual orientation; (e) account passwords; (f) date of birth; (g) criminal history; (h) mother’s maiden name; and (i) any other information that falls within the definition of “special categories of data” under EU Data Protection Legislation or any other applicable law relating to privacy and data protection.

## 2. Relationship with Agreement

2.1 Except as amended by this DPA, the Agreement will remain in full force and effect.

2.2 If there is a conflict between the Agreement and this DPA, the terms of this DPA will control.

2.3 Any claims brought under this DPA shall be subject to the terms and conditions, including but not limited to, the exclusions and limitations set forth in the Agreement.

## 3. Applicability of this DPA

3.1 The general data protection obligations set forth in Part A (being Sections 4 to 6 as well as Annex A), apply to the processing of Personal Data under the Agreement from the Effective Date. Part B (being

Sections 7 to 11) apply to the processing of Personal Data by GRAZING BIZ and ENGAGEMORE PRO within the scope of the GDPR.

3.2 With respect to the processing of Personal Data falling within the scope of Part B:

(a) the terms of Part B shall apply in addition to, and not in substitution of, the terms in Part A; and

(b) to the extent there is any conflict between the provisions in Part A and Part B, the provisions in Part B shall take priority.

3.3 Notwithstanding anything in this DPA, GRAZING BIZ and ENGAGEMORE PRO will have the right to collect, extract, compile, synthesize and analyze aggregated, non-personally identifiable data or information (data or information that does not identify Customer or any other entity or natural person as the source thereof) resulting from Customer's use or operation of the Services ("Service Data") including, by way of example and without limitation, information relating to number of contacts, todo's, and deals; phone call lengths in minutes, email sending statistics, free trial statistics. To the extent any Service Data is collected or generated by GRAZING BIZ and ENGAGEMORE PRO, such data will be solely owned by GRAZING BIZ and ENGAGEMORE PRO and may be used by GRAZING BIZ and ENGAGEMORE PRO for any lawful business purpose without a duty of accounting to Customer. For the avoidance of doubt, this DPA will not apply to Service Data.

#### Part A: General data protection obligations

##### 4. Roles and responsibilities

4.1 Parties' Roles. Customer, as Controller, appoints GRAZING BIZ and ENGAGEMORE PRO as a Processor to process the Personal Data described in Annex A on Customer's behalf.

4.2 Purpose Limitation. GRAZING BIZ and ENGAGEMORE PRO shall process the Personal Data for the purposes described in Annex A and only in accordance with the lawful, documented instructions of Customer, except where otherwise required by applicable law. The Agreement and this DPA sets out Customer's complete instructions to GRAZING BIZ and ENGAGEMORE PRO in relation to the processing of the Personal Data and any processing required outside of the scope of these instructions will require prior written agreement between the parties.

4.3 Prohibited Data. Customer will not provide (or cause to be provided) any Sensitive Data to GRAZING BIZ and ENGAGEMORE PRO for processing under the Agreement, and GRAZING BIZ and ENGAGEMORE PRO will have no liability whatsoever for Sensitive Data, whether in connection with a Security Incident or otherwise. For the avoidance of doubt, this DPA will not apply to Sensitive Data.

4.4 Description of Processing. A description of the nature and purposes of the processing, the types of Personal Data, categories of data subjects, and the duration of the processing are set out further in Annex A.

4.5 Compliance. Customer shall be responsible for ensuring that:

(a) it has complied, and will continue to comply, with all applicable laws relating to privacy and data protection, including EU Data Protection Legislation, in its use of the Services and its own processing of Personal Data (except as otherwise required by applicable law); and

(b) it has, and will continue to have, the right to transfer, or provide access to, the Personal Data to GRAZING BIZ and ENGAGEMORE PRO for processing in accordance with the terms of the Agreement and this DPA.

## 5. Security

GRAZING BIZ and ENGAGEMORE PRO will ensure that Personal Data is kept in a safe environment and secured against loss, misuse, unauthorized access, disclosure, alteration or destruction, taking due account of the nature of the data and the risks involved in the processing.

## 6. International transfers

6.1 International Transfers. To the extent that GRAZING BIZ and ENGAGEMORE PRO processes (or causes to be processed) any Personal Data originating from the EEA in a country that has not been designated by the European Commission as providing an adequate level of protection for Personal Data, the Personal Data shall be deemed to have adequate protection (within the meaning of EU Data Protection Legislation) by virtue of GRAZING BIZ and ENGAGEMORE PRO 's self-certification to the Privacy Shield. GRAZING BIZ and ENGAGEMORE PRO shall agree to apply the Privacy Shield Principles when processing (or causing to be processed) any EEA or Swiss Personal Data under this Agreement.

6.2 Privacy Shield Notifications. GRAZING BIZ and ENGAGEMORE PRO agrees to notify Customer without undue delay if its self- certification to the Privacy Shield is withdrawn, terminated, revoked, or otherwise invalidated. In such a case, the parties shall cooperate in good faith to put in place such alternative data export mechanisms as are required under EU Data Protection Legislation to ensure an adequate level of protection for the Personal Data.

## Part B: GDPR Obligations

### 7. Additional security

7.1 Confidentiality of processing. GRAZING BIZ and ENGAGEMORE PRO shall ensure that any person that it authorizes to process the Personal Data shall be subject to a duty of confidentiality (whether a contractual or a statutory duty).

7.2 Security Incidents. Upon becoming aware of a Security Incident, GRAZING BIZ and ENGAGEMORE PRO shall notify Customer without undue delay and shall provide such timely information as Customer may reasonably require, including to enable Customer to fulfil any data breach reporting obligations under EU Data Protection Legislation. GRAZING BIZ and ENGAGEMORE PRO shall take appropriate and commercially reasonable steps to mitigate the effects of such a Security Incident on the Personal Data under this Agreement.

## 8. Sub-processing

8.1 Sub-processors. Customer agrees that GRAZING BIZ and ENGAGEMORE PRO may engage GRAZING BIZ and ENGAGEMORE PRO affiliates and third-party sub-processors (collectively, "Sub-processors") to process the Personal Data on GRAZING BIZ and ENGAGEMORE PRO's behalf. Contact [support@engagemorecrm.com](mailto:support@engagemorecrm.com) for a complete list of subproviders.

8.2 Changes to Sub-processors. Customer Changes to Sub-processors. Customer will be notified if GRAZING BIZ and ENGAGEMORE PRO, adds or replaces any Sub-processors. If Customer has not previously consented to such changes, within five (5) calendar days of such notification, Customer may object in writing to the appointment of any additional or replacement Sub-processor in which case GRAZING BIZ and ENGAGEMORE PRO will permit Customer to terminate the affected GRAZING BIZ and ENGAGEMORE PRO service in accordance with the termination provisions of the Agreement. If no such objection is received, Customer will be deemed to have consented to such changes. may object in writing to the appointment of an additional Sub-processor within five (5) calendar days after receipt of GRAZING BIZ and ENGAGEMORE PRO's notice in accordance with the mechanism set out at Section 8.1 above. In the event that Customer objects on reasonable grounds relating to the protection of the Personal Data, then the parties shall discuss commercially reasonable alternative solutions in good faith. If no resolution can be reached, GRAZING BIZ and ENGAGEMORE PRO will, at its sole discretion, either not appoint Sub-processor, or permit Customer to suspend or terminate the affected GRAZING BIZ and ENGAGEMORE PRO service in accordance with the termination provisions of the Agreement.

8.3 Sub-processor obligations. Where a Sub-processor is engaged by GRAZING BIZ and ENGAGEMORE PRO as described in this Section 8, GRAZING BIZ and ENGAGEMORE PRO shall:

- (a) restrict the Sub-processor's access to Personal Data only to what is necessary to perform the subcontracted services;
- (b) impose on such Sub-processors data protection terms that protect the Personal Data to the same standard provided for by this DPA; and
- (c) remain liable for any breach of the DPA caused by a Sub-processor.

## 9. Cooperation

9.1 Cooperation and data subjects' rights. GRAZING BIZ and ENGAGEMORE PRO shall, taking into account the nature of the processing, provide reasonable assistance to Customer insofar as this is possible, to enable Customer to respond to requests from a data subject seeking to exercise their rights under EU Data Protection Legislation. In the event that such request is made directly to GRAZING BIZ and ENGAGEMORE PRO, GRAZING BIZ and ENGAGEMORE PRO shall promptly inform Customer of the same.

9.2 Data Protection Impact Assessments. GRAZING BIZ and ENGAGEMORE PRO shall, to the extent required by EU Data Protection Legislation and at Customer's expense, taking into account the nature of the processing and the information available to GRAZING BIZ and ENGAGEMORE PRO, provide Customer with commercially reasonable assistance with data protection impact assessments or prior

consultations with data protection authorities that Customer is required to carry out under EU Data Protection Legislation.

## 10. Security

10.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the services provided by GRAZING BIZ and ENGAGEMORE PRO pursuant to the Agreement, GRAZING BIZ and ENGAGEMORE PRO will implement appropriate technical and organizational measures to ensure a level of security appropriate to the associated risk relative to Personal Data, including, inter alia, as appropriate:

(a) the pseudonymisation and encryption of Personal Data;

(b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

(c) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and

(d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.

10.2 In assessing the appropriate level of security GRAZING BIZ and ENGAGEMORE PRO will take into account, in particular, the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored or otherwise processed.

10.3 GRAZING BIZ and ENGAGEMORE PRO will take steps to ensure that any person acting under the authority of the Controller or GRAZING BIZ and ENGAGEMORE PRO who has access to Personal Data does not process such Personal Data except on instructions from the Controller, unless he or she is required to do so by EU Data Protection Legislation.

## 11. Deletion / return of data

Upon termination or expiry of the Agreement, GRAZING BIZ and ENGAGEMORE PRO shall at Customer's election, delete or return to Customer the Personal Data (including copies) in GRAZING BIZ and ENGAGEMORE PRO's possession, save to the extent that GRAZING BIZ and ENGAGEMORE PRO is required by any applicable law to retain some or all of the Personal Data.

# ANNEX A DESCRIPTION OF PROCESSING

## Nature and purposes of processing

GRAZING BIZ and ENGAGEMORE PRO is a US headquartered provider of cloud-based transactional and marketing email delivery, management and analytics services. These services will consist primarily of



managing interaction with current and potential customers, providing marketing automation tools, and sending and delivering e-mail communications on behalf of the Customer All content entered into GRAZING BIZ and ENGAGEMORE PRO systems are determined by the Customer in its sole discretion.

Otherwise, the data processing will involve any such processing that is necessary for the purposes set out in the Agreement, the DPA, or as otherwise agreed between the parties

#### Categories of data subjects

The personal data transferred concern any data subject who has been added as a contact into the GRAZING BIZ and ENGAGEMORE PRO system which the Customer instructs GRAZING BIZ and ENGAGEMORE PRO to manage.

#### Categories of data

The personal data transferred concern the following categories of data for the data subjects:

- First and last name, address, telephone numbers, e-mail addresses, fax numbers, employment company, job title, and
- Any other personal data that the Customer chooses to include within the contact record within the GRAZING BIZ and ENGAGEMORE PRO 's System.

The personal data transferred to GRAZING BIZ and ENGAGEMORE PRO for processing is determined and controlled by the Customer in its sole discretion. As such, GRAZING BIZ and ENGAGEMORE PRO has no control over the volume and sensitivity of personal data processed through its service by the Customer.

#### Special categories of data (if appropriate)

GRAZING BIZ and ENGAGEMORE PRO does not intentionally collect or process any special categories of data in the provision of its service.

Under the Agreement, the Customer agrees not to provide special categories of data to GRAZING BIZ and ENGAGEMORE PRO at any time.

#### Duration of processing

The personal data will be processed for the term of the Agreement, or as otherwise required by law or agreed between the parties.

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#### **Contact us**

**If you have any questions or concerns about this Terms of Use Policy, please contact us by email at [support@engagemorecrm.com](mailto:support@engagemorecrm.com). In the alternative, you may contact us by either of the following means:**

**By Mail:**

**GRAZING BIZ and ENGAGEMORE PRO**  
**11201 N. Tatum Blvd, Suite 300, PMB71144**  
**Phoenix, AZ 85028**

**By Phone: 888-688-9593**

**We will respond to all requests, inquiries or concerns within thirty (30) days.**