

## TERMS AND CONDITIONS

YOU AND ANY ORGANIZATION YOU REPRESENT (collectively, “you” or the “Customer”) MUST CAREFULLY READ AND ACCEPT THESE **TERMS AND CONDITIONS** (THE “AGREEMENT”) BEFORE SHARE SAVANT, INC., A DELAWARE CORPORATION (“SHARE SAVANT” or “COMPANY”) located at 360 W Hubbard St. #3407 Chicago, IL 60654 WILL ACCEPT YOUR PAYMENT FOR SERVICES. **IF YOU DO NOT AGREE TO THIS AGREEMENT, DO NOT CLICK THE “AGREE” BUTTON.** IF YOU AGREE TO THIS AGREEMENT, CLICK THE “AGREE” BUTTON, WHICH SHALL INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT.

**WHEREAS**, Customer desires to engage Share Savant to provide professional online services for Customer as may be requested from time to time by Customer and hereafter agreed upon in writing by Share Savant (the “Services”), in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, Share Savant agrees to provide the Services to Customer in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual promises and covenants hereinafter expressed, the parties hereby mutually agree as follows:

### 1. ACCEPTING THE AGREEMENT

By clicking the “**AGREE**” button displayed on the registration page, as part of the online registration process or by otherwise signing up for an account, accessing or using the Services, you agree to be bound by the following terms and conditions in this Agreement, governing your use of Share Savant’s online services and any related Services, Share Savant’s Privacy Policy, Terms of Use and any other legal notices, conditions or guidelines provided by Share Savant related to the Services, which may be posted and updated from time to time. The Privacy Policy, Terms of Use and any other legal notices are hereby incorporated into this Agreement by reference. If you are entering into this Agreement, you represent that you are authorized to accept the terms of this Agreement on behalf of yourself or the organization you represent. If you do not have such authority, or if you do not agree with the terms and conditions of this Agreement, you must not click on the “**AGREE**” button and must close the electronic contract, and you may not use the Services.

You are required to register with the Company in order to access and use the Service and certain features. You will be asked to complete a registration form and provide a username or email and create a password (“Login Credentials”). During any such registration, you are required to provide truthful contact information (such as name and email address) and financial information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You are responsible for protecting your Login Credentials from unauthorized use, and you are responsible for all activity that occurs on your account (including without limitation financial obligations). You agree to notify the Company immediately if you believe that your Login Credentials have been or may be used without your permission so that appropriate action can be taken. The Company is not responsible for losses

or damage caused by your failure to safeguard your Login Credentials. You are responsible for keeping your registration information up to date through your account page. The Company reserves the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

## **2. TERM**

This Agreement shall commence as of the date you click the “**AGREE**” button (the “Effective Date”).

## **3. LICENSE AND GRANT RESTRICTIONS**

Share Savant hereby grants you, during the Term of this Agreement, the non-exclusive, non-transferable, worldwide right to use the Service, solely for your own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by Share Savant and its third party licensors or suppliers (collectively, the "Licensors").

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the content provided by or on behalf of Share Savant through the Service (the “Content”) in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service.

You agree that Share Savant may publish, modify and amend any and all Content appearing within [www.ShareSavant.com](http://www.ShareSavant.com) and all other internet domains or content feeds owned, managed, or controlled by Share Savant, including Content consisting of promotions, advertisements and listings for non-competing local businesses, or products and services offered by Share Savant.

## **4. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS AND CUSTOMER DATA**

You acknowledge and agree that, subject to the license grants contained in this Agreement, Share Savant, or its licensors, retains all right, title and interest, including all related intellectual property rights, in and to the Share Savant technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations (collectively, “Feedback”) or other information provided by you or any other party relating to the Service. You retain all right, title and interest to any and all patient or customer data, including consumer review data, captured by the Share Savant system ("Customer Data") or provided to Share Savant subject to Share Savant's right to use such Customer Data to provide the Service to you. You grant Share Savant a royalty-free, irrevocable, non-exclusive, perpetual, worldwide license to use, modify, aggregate, prepare derivative works, publish, distribute and sublicense the consumer review data and any surveys Share Savant conducts on your behalf. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Share Savant Service, Share Savant technology, Share Savant Content, or Share Savant

intellectual property except for the limited licenses granted to you under this Agreement. Any and all software, algorithms, applications, source codes, structures, sequences, routines, sub-routines and related programming, engineering or technological matter developed or created by Share Savant or its licensors (and all copyrights, patents, trademarks and other proprietary rights related thereto) shall remain the sole, exclusive and perpetual property of Share Savant or its licensors. Share Savant works with third parties to offer its customers additional products and services from time to time. Share Savant collects anonymized, aggregate data in order to provide such additional product and services to you and you agree to permit us to use such anonymized, aggregate data.

The trademarks, trade names, service names or logos associated with the Service (collectively, the "Marks") are trademarks of Share Savant or its licensors, and no right or license is granted to use them. You hereby acknowledge Share Savant or its licensors' perpetual and exclusive ownership of and title to the Marks and the goodwill attaching thereto. You agree not to use or attempt to register any Mark that is confusingly or deceptively similar to the Marks.

## **5. CUSTOMER RESPONSIBILITY AND PASSWORDS; THIRD-PARTY SOFTWARE**

You are solely responsible for any and all activity occurring under your user accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. You also will choose a password and a user name. You are entirely responsible for maintaining the confidentiality of your password and account. You agree to notify Share Savant immediately of any unauthorized use of your account or any breach of security. Share Savant will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge.

The Share Savant Service receives data from third-party software systems, which you will designate in the process of setting up the Share Savant Service. If you elect to change, upgrade or materially alter the third party software system from which Share Savant receives data, Share Savant does not guarantee that all Customer Data or Service functionality will be preserved. You are responsible for communicating any changes in data structure, management system, or hardware upgrades that may impact Share Savant's ability to receive and process Customer Data. In addition, you are responsible for providing Share Savant with accurate instructions and information regarding the third party systems and databases with which the Service will interface, and you bear all responsibility for incomplete, inaccurate or otherwise faulty information regarding third party systems and databases belonging to you as conveyed to Share Savant in connection with set up or maintenance of the Service.

Although Company strives to provide you with the most accurate data, Company is pulling data from other source(s) that it does not have control over; therefore, Company cannot and does not represent or warrant that the data displayed on Company is 100% accurate. You are solely responsible for assessing the accuracy of the data displayed on Company's website. You should not detrimentally rely on the data displayed on Company's website – IT IS FOR INFORMATION PURPOSES ONLY. Without limiting the foregoing, Company is not responsible for changes made by you or third parties directly on Company or indirectly through the sources where Company extracts your data.

## **6. CUSTOMER DATA AND ACCOUNT INFORMATION**

You hereby grant Share Savant authorization to use your provided login credentials (including but not limited to your Facebook login) for all respective third party platforms to aggregate your data and modify your third party listings as needed to execute your instructions on Company's website.

Share Savant does not own any Customer Data, information or material that you submit to the Service in the course of using the Service. You, not Share Savant, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and, except as provided in this Agreement or as required by law, Share Savant shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data, or for the improper or erroneous upload or extraction of any Customer Data. Share Savant reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, your non-payment as specified in this Agreement. Upon termination for cause, your right to access or use Customer Data immediately ceases, and, except as set forth in the Section titled "Listing services", below, Share Savant shall have no obligation to maintain or forward any Customer Data. Notwithstanding the foregoing, if you are part of a franchise organization which has or later executes an agreement with Share Savant, and the franchisee has granted the franchisor access to their data, your Customer Data may be shared with your franchisor, and/or franchise association.

Share Savant may, but has no obligation to, monitor any content created by you using the Service. Share Savant may disclose any information necessary or appropriate to satisfy Share Savant's legal obligations, protect Share Savant or its customers, or operate the Service properly. Share Savant, in its sole discretion, may refuse to post, remove, or require you to remove, any of your content, in whole or in part, alleged to be unacceptable, undesirable, inappropriate, or in violation of this Agreement. Share Savant may, in its discretion, also require you to place all or any portion of your content behind password protection. If Share Savant has requested you content be or have placed behind password protection, you may not publish the password or similar information in any way that limits the effectiveness of the password. If Share Savant requests that you place any of your content behind password protection and you fail to do so promptly, Share Savant may (a) place such content behind password protection itself, or (b) immediately terminate this Agreement.

## **7. LIMITED LIABILITY**

IN NO EVENT SHALL SHARE SAVANT, ITS PARENT, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, LICENSORS, PARTNERS OR AFFILIATES BE LIABLE FOR, EVEN IF SHARE SAVANT HAS BEEN ADVISED OR WARNED OF THE POSSIBILITY OF SUCH DAMAGES: (I) ANY INDIRECT, INCIDENTAL, UNFORESEEABLE, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES; (II) ANY DAMAGES FOR LOSS OF PROFITS, LOSS OF EARNINGS OR LOSS OF BUSINESS OPPORTUNITIES; (III) COSTS OF PROCUREMENT OR SUBSTITUTE GOODS OR SERVICES; (IV) LOSS OF DATA OR OTHER OF YOUR CONTENT RESULTING FROM DELAYS, NON-DELIVERIES, MISDELIVERIES, SECURITY BREACHES TO, SERVICE INTERRUPTIONS TO, OR ERRORS OR OMISSIONS RESPECTING THE SERVICE OR THE OPERATION OF SHARE SAVANT OR ITS

LICENSORS' NETWORKS; OR (V) LOSSES OR LIABILITIES DUE IN WHOLE OR IN PART TO INADVERTENT, PREMATURE OR UNAUTHORIZED RELEASE OR DISCLOSURE OF INFORMATION BY YOU VIA SHARE SAVANT OR ITS LICENSORS' NETWORKS. THE TOTAL CUMULATIVE LIABILITY OF SHARE SAVANT TOGETHER WITH ITS PARENT, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, LICENSORS, PARTNERS AND AFFILIATES TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICE IS LIMITED TO THE AMOUNT OF FEES YOU PAY TO SHARE SAVANT IN THE THREE (3) MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY. The foregoing limitations will apply even if Share Savant has been notified of the possibility of such damages and notwithstanding the failure of the essential purpose of any limited remedy. No action or claim relating to this Agreement shall be made against Share Savant or its parent, Licensors, subsidiaries, officers, directors, employees, partners or affiliates by YOU or on YOUR behalf more than TWELVE (12) months after the event giving rise to such action or claim.

Without limiting the foregoing, all business data insights on Company are merely suggestions and you are solely responsible for any way you choose to apply the data and the result of the doing so. **EXCEPT TO THE EXTENT OF ITS GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT, SHARE SAVANT WILL NOT BE LIABLE FOR ANY LOSS, LIABILITY OR EXPENSE INCURRED BY YOU IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, FOR THE AVOIDANCE OF DOUBT, ANY LOSS, LIABILITY OR EXPENSE RELATING TO YOUR INCOME OR TAX LIABILITIES, OR THIRD PARTY VENDORS OR OTHER INTERMEDIARY TO PERFORM ITS OBLIGATIONS IN CONNECTION WITH THIS AGREEMENT. SHARE SAVANT'S LIABILITY WILL BE LIMITED TO THE PRICE THAT YOU PAY TO SHARE SAVANT FOR USE OF THE SOFTWARE AND SERVICE. IN NO EVENT SHALL SHARE SAVANT BE LIABLE FOR ANY PUNITIVE, EXEMPLARY OR OTHER SPECIAL DAMAGES, OR FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR LOST BUSINESS OPPORTUNITY), IN EACH CASE ARISING UNDER OR IN RELATION TO THIS AGREEMENT, WHETHER ARISING UNDER BREACH OF CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND REGARDLESS OF WHETHER SHARE SAVANT HAS BEEN ADVISED OF, KNEW OF, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.**

## **8. INDEMNITY**

You agree to indemnify and hold Share Savant (including its parent, subsidiaries, affiliates, officers, directors, agents, and employees, contractors, sub-contractors, licensors, and partners) harmless from any claim, demand, judgment, liability, damage, cost and expense, including reasonable attorneys' fees, made by any third party due to or arising out of your breach or alleged breach of this Agreement or the documents it incorporates by reference, or your violation of any applicable law, rule or regulation or the rights of a third party (including without limitation any negligent, willful, tortious or illegal conduct by you affecting a third party).

**WITHOUT LIMITING THE FOREGOING, YOU ASSUME FULL RESPONSIBILITY FOR AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SHARE SAVANT, ITS SUCCESSORS, ASSIGNS, PARENTS AND SUBSIDIARIES, AND THE OFFICERS, DIRECTORS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, ACTIONS, DAMAGES, EXPENSES AND ALL OTHER LIABILITIES INCLUDING, BUT NOT LIMITED TO, COSTS AND REASONABLE**

**ATTORNEYS' FEES ARISING OUT OF OR IN CONNECTION WITH ANY ACTIVITIES UNDERTAKEN BY YOU OR ANY OF YOUR AGENTS, ASSIGNS, CONTRACTORS OR EMPLOYEES DURING OR IN CONNECTION WITH THIS AGREEMENT, OR OTHERWISE ASSOCIATED WITH THE RIGHTS GRANTED HEREIN OR THE PERFORMANCE BY YOU HEREUNDER, INCLUDING WITHOUT LIMITATION, ANY VIOLATION OF LAW, NEGLIGENCE OR WILLFUL MISCONDUCT BY YOU OR YOUR AGENTS, ASSIGNS, CONTRACTORS OR EMPLOYEES, AS WELL AS ANY CLAIMS ARISING FROM THIRD PARTY SOFTWARE AND PLATFORM ACCOUNTS.**

## **9. TERMINATION**

Any breach of your payment obligations or unauthorized use of the Share Savant Technology, Content or Service will be deemed a material breach of this Agreement. Share Savant, in its sole discretion, may terminate your password, account or use of the Service if you breach or otherwise fail to comply with this Agreement. In addition to any other rights granted to Share Savant herein, Share Savant reserves the right to suspend or terminate this Agreement and your access to the Service if your account becomes delinquent, if you violate the Share Savant Terms of Use, or otherwise engage in fraudulent or unlawful activities. In addition, Share Savant may terminate a free account at any time in its sole discretion. You agree and acknowledge that Share Savant has no obligation to retain the Customer Data, and may delete such Customer Data, if you have materially breached this Agreement, and such breach has not been cured within fifteen (15) days of notice of such breach. In addition, failure to pay Service Fees will result in termination of Services as deemed appropriate by Share Savant. Share Savant may modify, replace, refuse access to, suspend or discontinue the Service, partially or entirely, or add, change and modify prices for all or part of the Service for you or for all users at any time and in Share Savant's sole discretion. Share Savant will have no liability for any suspension or termination of your account in accordance with this paragraph.

## **10. BILLING, PRICING, & TAXES**

You expressly agree that Share Savant is authorized to charge you according to the prices set forth in the individual plan you have selected. These charges may include (i) recurring monthly fees for any applicable Service billed on a monthly basis automatically, (ii) any other fees for the Service you may purchase, and (iii) any applicable taxes in connection with your use of the Service to the payment card you provide and to reimburse us for all collection costs and interest for any overdue amounts. If the payment card you provide expires and you do not provide new payment card information or cancel your account, you authorize us to continue billing you for all fees associated with the remaining duration of your service agreement and you agree to remain responsible for any uncollected fees. If your card expires or we cannot collect the fees for any reason, you have 30 days to provide a new valid credit or debit card for us to charge. If you do not provide new card information within 30 days, Share Savant will suspend the Services and will only reinstate them once you pay us what you owe plus interest which will accrue at a rate of 1.5% per month.

Unless otherwise stated, the Share Savant fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction, plus interest, penalty and additions thereon (collectively, "Taxes"). You are responsible for paying all Taxes applicable to your purchase or use of Share Savant products or

services. If Share Savant has the legal obligation to pay or collect Taxes (or an amount in respect of Taxes) for which you are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by you, unless you provide Share Savant with a valid tax exemption certificate authorized by the appropriate taxing authority. Share Savant is responsible solely for taxes based on its income.

## **11. CREDIT CARD AUTHORIZATION**

By submitting your credit/debit card ("Bank Card") data to Share Savant, you authorize Share Savant in its complete discretion to submit a financial transaction(s) to your issuing bank for settlement. You agree that once Share Savant has approved or declined your transaction, Share Savant has fully performed under the terms of this Agreement. You agree to contact Share Savant in the event that you desire to cancel any recurring charge, prior to the next billing cycle. Should you fail to contact Share Savant, you agree to indemnify and hold Share Savant harmless from any losses or damages that you suffer as a result of a recurring charge. Share Savant may be contacted at **support@sharesavant.com**. If you think that there is an error on your account, including an incorrect amount or unauthorized transaction, you agree to contact Share Savant prior to the next billing cycle. Upon proper notification, Share Savant, in its sole discretion may issue a credit to your Bank Card. Share Savant processes its credit card transactions through Stripe. For more information about Stripe's products, services, terms, and privacy policies please visit [www.Stripe.com](http://www.Stripe.com).

## **12. REPRESENTATIONS & WARRANTIES**

You represent and warrant that you have the power and authority to enter into this Agreement and you have not falsely identified yourself or your corporate entity, or provided any false information to gain access to the Service, and that all Bank Card and other billing information that you have provided is correct. THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE". EXCEPT AS EXPLICITLY SET FORTH ABOVE, SHARE SAVANT IS NOT PROVIDING ANY WARRANTIES AND REPRESENTATIONS REGARDING THE SERVICE, CONTENT OR TECHNOLOGY, AND SHARE SAVANT AND ITS PARENT, LICENSORS, DISTRIBUTORS, PARTNERS AND AFFILIATES (COLLECTIVELY, THE "AFFILIATES") DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE SERVICE, CONTENT AND TECHNOLOGY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, FREEDOM FROM VIRUSES OR OTHER HARMFUL CODE, OR FITNESS FOR ANY PARTICULAR PURPOSE. FURTHER, SHARE SAVANT, ITS PARENT, ANY THIRD PARTIES ACTING ON ITS BEHALF, AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY DELAY, DIFFICULTY IN USE, INACCURACY OF INFORMATION, COMPUTER VIRUSES, MALICIOUS CODE OR OTHER DEFECT IN THE SERVICE, OR FOR ANY OTHER PROBLEMS EXPERIENCED BY YOU DUE TO CAUSES BEYOND SHARE SAVANT OR ITS PARENT, ANY THIRD PARTIES ACTING ON ITS BEHALF, OR ITS AFFILIATES' CONTROL.

FURTHER, SHARE SAVANT EXPRESSLY DISCLAIMS ANY AND ALL RESPONSIBILITY AND LIABILITY WITH RESPECT TO SEPARATE AGREEMENTS YOU MAY MAKE WITH PATIENTS, CONSUMERS OR SITE USERS, AND YOU WILL LOOK SOLELY TO SUCH PERSONS AND/OR ENTITIES WITH RESPECT TO ANY AND ALL CLAIMS ARISING OUT OF SUCH AGREEMENTS. YOU WILL BE SOLELY RESPONSIBLE

FOR THE PROFESSIONAL AND TECHNICAL SERVICES YOU PROVIDE. SHARE SAVANT HAS NO LIABILITY FOR THE CONSEQUENCES TO YOU OR YOUR PATIENTS, CONSUMERS OR SITE USERS OF YOUR USE OF THE SERVICE.

SHARE SAVANT OFFERS NO ASSURANCE THAT YOUR USE OF THE SERVICE UNDER THE TERMS OF THIS AGREEMENT WILL NOT VIOLATE ANY LAW OR REGULATION APPLICABLE TO YOU. SHARE SAVANT AND ITS LICENSORS MAKE NO REPRESENTATION OR WARRANTIES THAT THE SERVICE OR THE CONTENT ARE APPROPRIATE OR AVAILABLE FOR USE IN ALL GEOGRAPHIC LOCATIONS. IF YOU USE THE SERVICE OR THE CONTENT OUTSIDE THE UNITED STATES OF AMERICA, YOU ARE SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE LAWS, INCLUDING WITHOUT LIMITATION EXPORT AND IMPORT REGULATIONS OF OTHER COUNTRIES.

IN ADDITION, YOU ACKNOWLEDGE AND AGREE THAT ANY DATA, INFORMATION, CONTENT OR MATERIALS CONTAINED IN OR MADE AVAILABLE IN CONNECTION WITH THE SERVICE IS NOT INTENDED AS A SUBSTITUTE FOR, THE KNOWLEDGE, EXPERTISE, SKILL AND JUDGMENT, TAX, LEGAL OR OTHER PROFESSIONALS. THE SERVICE DOES NOT PROVIDE TAX OR LEGAL ADVICE. YOU ARE RESPONSIBLE FOR OBTAINING SUCH ADVICE.

Neither Company nor its representatives or employees are engaged in rendering legal or tax services or any such other advice. Neither Company nor its representatives or employees are certified tax return preparers engaged in rendering tax preparation services or such other advice, and Company does not hold itself or any of its representatives or employees out as certified tax return preparers. There are many variables that can affect your taxes. Your financial and tax situation may be unique and therefore you should independently consult a tax advisor. Company and its representatives assume no responsibility for any consequence based on the information, services or other material on the Website or the Service provided therein. While Company strives to keep the information on the Website accurate, complete and up-to-date, Company and its representatives cannot guarantee, and will not be responsible for any damage or loss related to, the accuracy, completeness or timeliness of the information or services on the Website.

Note that all financial forecasts, including but not limited to revenue and tax liabilities, are estimates and Company does not represent or warrant that this data is 100% accurate – you are responsible for checking the accuracy using the original sources from which the data was pulled and deciding how you want to use that data.

### **13. EMAIL COMPLIANCE**

You agree to comply with all elements of CAN-SPAM and safe sender email practices. This includes but is not limited to including unsubscribe links, your full contact information in all correspondence, and not releasing private and/or confidential information. You may only use email services for those customers with whom you have an existing business relationship and which have indicated that they accept correspondence from you. You may not attempt to spoof sender domains, send spam or other offending email practices including those covered in the Section titled “Customer responsibility and passwords; third-party software” of this Agreement.



Because of carrier technologies, Share Savant makes no expressed or implied warranty of individual message receipt. Share Savant is not liable for any issues that arise associated with the content that you provide or unforeseen liabilities of it being delivered.

#### **14. TEXT MESSAGE COMPLIANCE**

The Telephone Consumer Protection Act (TCPA) is a federal law regulating the way consumers are contacted by telephone, fax, and text message. The TCPA regulations apply to the text and automated landline messages you are able to send through the Share Savant Service to communicate with your customers and patients. Share Savant represents and warrants that it has made all necessary efforts to maintain compliance within the purview of TCPA. You agree to use the platform in a way that complies with the TCPA.

#### **15. DATA CONSENT SERVICES**

In connection with the provision of technical support, training and other Services, you agree that Share Savant may remotely log-in to your computers, devices and systems for purposes of providing the support, training or other Services, including, without limitation, technical trouble shooting, answering questions, benchmarking and providing training to you or your personnel. Remote login may be conducted through the use of third party entities. You further agree that Share Savant may also remotely log-in at any time as necessary or appropriate to maintain our Services.

Share Savant reserves the right to log off accounts that inactive for an extended period of time.

In addition, Share Savant may quarantine suspected messages. Share Savant also may modify any domain and user settings with or without notice, including without limitation, altering settings so that spam or bulk email is denied, rather than being quarantined, to avoid space capacity issues which jeopardize the technical or economic viability of the services offered, or the system used to implement the services.

You agree that Share Savant may automatically check the version of a Service that you are utilizing and may provide updates or upgrades remotely via the Internet. You consent to the receipt of updates or upgrades by means of download to your computers and systems.

You agree to keep your computers powered on during the Services runtimes that you specify.

#### **16. ACCESS TO OTHER ACCOUNTS AND SERVICES**

The Service may require you to give Share Savant access to or require you to provide login information and password information for accounts or services you may have with third party providers. When you provide this information to Share Savant or give Share Savant access to these third party accounts, you agree that you have read all contracts and written agreements governing such access, login information and passwords and that you have all the necessary contractual and legal rights to give Share Savant such access, login information and passwords. In addition, for certain Services, Share Savant grants you permission to create and

submit content on your behalf to press release news outlets, directories, search engines, social media outlasts, and other destinations.

## **17. CALL RECORDING**

Share Savant may record calls between you and our agents regarding the Service (“Service Calls”) and in connection with the Service, incoming calls, on your behalf as a Service, from, among others, your prospective clients (the “Inbound Calls” and, collectively with Service Calls, “Call Recording”). You consent to Call Recording and acknowledge you are responsible for notifying Call Recording to your employees and agents who may be recorded in a Service Call or Inbound Call (the “Recorded Persons”) and complying with all applicable laws, rules and regulations regarding call recording and privacy. It is your sole responsibility to provide and/or obtain, and you covenant that you will provide and/or obtain, all notices and permissions relating to Recorded Persons as may be required by applicable laws and regulations.

## **18. MISCELLANEOUS**

(a) Binding Nature. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.

(b) Severability. If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be modified or interpreted by the court so as to reasonably effect the intent of the parties and the parties shall replace any such invalid or unenforceable provision with valid and enforceable provision(s) that are consistent with the modification or interpretation made by the court. All other provisions of this Agreement shall remain in full force and effect.

(c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersede any and all prior or contemporaneous written or oral communications between the parties. Except as expressly set forth herein, no other prior or contemporaneous covenants, promises, representations or warranties of any kind, whether written or oral, have been made or can be relied on by either party as an inducement to enter into this Agreement, whether relating to the tools, resources, practices or otherwise of any party hereto.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without reference to its choice of law principles. Further, any and all disputes arising out of this Agreement shall be filed and heard in the courts of the State of Illinois or the District Courts located therein.

(e) No Waiver. No waiver or failure to exercise any option, right or privilege under the terms of this Agreement by either of the parties hereto on any occasion or occasions shall be construed to be a waiver of the same on any other occasion or of any other option, right or privilege.

(f) Headings and References. The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this

Agreement. All references in this Agreement to Sections shall, unless otherwise provided, refer to Sections hereof.

(g) Assignment. Neither this Agreement nor any of the rights or duties hereunder may be assigned or otherwise transferred by either party without the other party's prior written consent. Any act which is inconsistent with the terms of this Section shall be null and void ab initio.

(h) Dispute Resolution; Equitable Relief. The parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement or the Services through discussions between the Share Savant executive and the Customer executive responsible for providing and accepting the Services. Each party has the right to have their dispute resolved in an Illinois court of competent jurisdiction if these good faith efforts fail or if discussions would be futile.

(i) Closure. No action, regardless of form, arising out of or in connection with this Agreement or the Services may be brought by either party more than one (1) year after the cause of action accrued, provided that nothing in this Section shall serve to preclude or limit any claim that Share Savant may have after said period for payment by Customer for Services performed hereunder and in accordance with the applicable statute of limitations.

## **19. THIRD PARTY SOFTWARE**

The Share Savant Service contains third party software ("Third Party Code"), including but not limited to mailparser.io, which is subject to the additional license terms set forth by such Third Party Code licensors. You agree that you:

(a) will use the Third Party Code only as an integral component of the Share Savant Service;

(b) will not use the Third Party Code for development, compilation, debugging and similar design-time purposes;

(c) will not reverse-compile or decompile, analyze, reverse-engineer, reverse-assemble or disassemble, unlock or otherwise attempt to discover the source code or underlying algorithms of the Third Party Code or attempt to do any of the foregoing in relation to the object code of the Third Party Code; and

(d) will not modify, adapt, translate or create any derivative works of the Third Party Code or merge the Third Party Code into any other software.

**BY USING THE SHARE SAVANT SERVICE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE.**