



# End User Licence Agreement

FrontM (“FrontM,” “our,” “we,” or “us”) having a registered address at FrontM Limited, International House, 24, Holborn Viaduct, London, EC1A 2BN, United Kingdom, provides data-optimized instant messaging, enterprise micro apps, chat AI, offline chatbots, welfare micro apps, entertainment and content micro apps, Internet calling, and other services to users around the world. You agree to our Terms of Service (“Terms”) by installing, accessing, or using our apps, services, features, software, or website (together, “Services”).

IF YOU DO NOT AGREE TO THE TERMS OF THIS END USER LICENSE AGREEMENT AND THESE TERMS OF SERVICE (COLLECTIVELY, “AGREEMENT”), DO NOT DOWNLOAD, INSTALL, OR USE ANY FrontM SOFTWARE APPLICATIONS OR SERVICES, INCLUDING THE FrontM WEBSITE (“WEBSITE”).

BY DOWNLOADING, INSTALLING, OR USING ANY FrontM SOFTWARE APPLICATIONS OR SERVICES, YOU AGREE TO ABIDE BY AND COMPLY WITH THIS AGREEMENT, AND YOU AFFIRM THAT YOU EITHER ARE OVER THE AGE OF MAJORITY IN YOUR JURISDICTION OF RESIDENCE, ARE AN EMANCIPATED MINOR, OR POSSESS LEGAL PARENTAL OR GUARDIAN CONSENT, AND THAT YOU ARE FULLY ABLE AND COMPETENT TO ENTER INTO THE TERMS, CONDITIONS, OBLIGATIONS, AFFIRMATIONS, REPRESENTATIONS, AND WARRANTIES SET FORTH IN THIS AGREEMENT.

YOU UNDERSTAND THAT 911 SERVICE IS ONLY PROVIDED BY FrontM IP DESK PHONES AND THE FrontM CALL CONTROLLER OR SOFTPHONE ON PCS, AND THE OTHER FrontM SOFTWARE APPLICATIONS AND SERVICES DO NOT PROVIDE 911 SERVICE. IF YOU SUBSCRIBE TO ONE OF THE OTHER FrontM SOFTWARE APPLICATIONS OR SERVICES, YOU MUST MAKE ALTERNATIVE ARRANGEMENTS TO PLACE 911 CALLS, SUCH AS USING A TRADITIONAL WIRELINE OR CELLULAR TELEPHONE, AND YOU SHOULD NOT RELY ON FrontM TO CALL 911.

YOU UNDERSTAND THAT THE FrontM MOBILE APPLICATION USES YOUR DEVICE’S DIALER AND CELLULAR TELEPHONE SERVICE TO MAKE 911 CALLS. IF YOUR DEVICE DOES NOT HAVE CELLULAR TELEPHONE SERVICE, YOU WILL NOT BE ABLE TO CALL 911 FROM THE FrontM MOBILE APPLICATION.

NO ACCESS TO EMERGENCY SERVICES. THERE ARE IMPORTANT DIFFERENCES BETWEEN FRONTM AND YOUR MOBILE AND FIXED-LINE TELEPHONE AND SMS SERVICES. OUR SERVICES DO NOT PROVIDE ACCESS TO EMERGENCY SERVICES OR EMERGENCY SERVICES PROVIDERS, INCLUDING THE POLICE, FIRE DEPARTMENTS, OR HOSPITALS, OR OTHERWISE CONNECT TO PUBLIC SAFETY ANSWERING POINTS. YOU SHOULD ENSURE YOU CAN CONTACT YOUR RELEVANT EMERGENCY SERVICES PROVIDERS THROUGH A MOBILE, FIXED-LINE TELEPHONE, OR OTHER SERVICE.



This Agreement governs your use of FrontM services (“Services”), such as FrontM android and iOS Applications, the FrontM Website, and FrontM software applications (“Applications”). This Agreement is between FrontM, Inc. and its affiliates (“FrontM”) and the legal entity you represent by signing up for any Service, using the Service, or downloading, installing, or using any Application (“You”). If You are an individual entering this Agreement on behalf Your company, You represent and warrant that You have the authority and are competent to do so and agree with the terms and conditions of this end user license agreement.

## **1. End User License and Restrictions**

FrontM grants You a limited, personal, revocable, non-exclusive, non-sublicensable, non-assignable, non-transferable, non-resellable license and right to use the FrontM Services and Applications in strict accordance with this Agreement. All rights not expressly granted under this Agreement are retained by FrontM.

**No Grant of Intellectual Property Rights.** You acknowledge and agree that any and all patents, copyrights, trademarks, service marks, trade secrets, copyrighted material, branded content, third-party content and all other intellectual property rights (collectively, “IP Rights”) in the Applications and Services are and shall remain the sole and exclusive property of FrontM and its licensors. Nothing in this Agreement intends to or shall grant, transfer, or assign any IP Rights to, or vest any IP Rights in, You. You are only entitled to the limited use of the rights expressly granted to You in this Agreement. You will not take any action to jeopardize, limit, or interfere with the IP Rights. You acknowledge and agree that any unauthorized use of the IP Rights is a violation of this Agreement, as well as a violation of applicable intellectual property laws. You acknowledge and understand that all title and rights in and to any third-party content that may be accessed through the Applications or Services is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties.

**No Grant of Rights to Third Parties and No Resale.** You agree not to sell, assign, rent, lease, distribute, export, import, act as an intermediary or provider, or otherwise grant rights to third parties with regard to the Applications or Services or any part thereof without FrontM’s prior written consent. If You are interested in reselling products or services offered by FrontM, You are encouraged to join FrontM’s affiliate network, available here.

**No Modifications.** You agree not to undertake, cause, permit, or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling, or hacking of the Applications or Services, or any parts thereof. You agree not to intercept, capture, emulate, decrypt, or redirect the communications protocols used by FrontM for any purpose, including without limitation causing the Applications to connect to any computer server or other device not authorized by FrontM or in a manner not authorized by FrontM.



New Versions of the Software. FrontM, in its sole discretion, reserves the right to add, remove, or modify features or functions, or to provide fixes, updates and upgrades, to the Applications and Services. You acknowledge and agree that FrontM has no obligation to make available to You any subsequent versions of the Applications or Services. You also agree that You may have to enter into a renewed version of this Agreement if you want to download, install, or use a new version of the Software. In addition, You and FrontM acknowledge that no Third Party has any obligation whatsoever to furnish maintenance or support services with respect to the Applications or Services and that FrontM is solely responsible for the provision of maintenance and support as provided in this Agreement and to the extent such maintenance and support is required under applicable law.

## 2. Service Registration Procedures

Registration. You must register for our Services using accurate data, provide your current mobile phone number, and, if you change it, update this mobile phone number using our in-app change number feature. You agree to receive text messages and phone calls (from us or our third-party providers) with codes to register for our Services.

Address Book. You provide us with the phone numbers of FrontM users and your other contacts in your mobile phone address book on a regular basis. You confirm you are authorized to provide us with such numbers to allow us to provide our Services.

Age. You must be at least 13 years old to use our Services (or such greater age required in your country for you to be authorized to use our Services without parental approval). In addition to being of the minimum required age to use our Services under applicable law, if you are not old enough to have the authority to agree to our Terms in your country, your parent or guardian must agree to our Terms on your behalf.

Devices and Software. You must provide certain devices, software, and data connections to use our Services, which we otherwise do not supply. For as long as you use our Services, you consent to downloading and installing updates to our Services, including automatically.

Fees and Taxes. You are responsible for all carrier data plans and other fees and taxes associated with your use of our Services. We may charge you for our Services, including applicable taxes. We may refuse or cancel orders. We do not provide refunds for our Services, except as required by law.

## 3. Access and use of FrontM Services

- a. **Restrictions:** Accessing video or TV programs, movies, content and associated commercials accessed on FrontM Services (“Video Content”) shall only be by



ships and by those working on vessels, ports, and offshore oil rigs at sea (“Maritime Users”).

- b. **Registration and Your Information:** If you want to use certain features of the FrontM Services you will need to create an account (“Account”). You can do this with your email address via the FrontM Site or Apps, or using your account with certain third-party social networking services such as Facebook (each, an “SNS Account”). If you choose the SNS Account option, please note that we will create your Account by extracting from your SNS Account certain personal information such as your name and email address and other personal information that your privacy settings on the SNS Account permit us to access.
  
- c. **The Video Content:** The Video Content is available for permissible viewing on or through the FrontM Services. You may only access and view the Video Content personally and for a non-commercial purpose in compliance with these Terms of Use. You may not either directly or through the use of any device, software, internet site, web-based service, or other means remove, alter, bypass, avoid, interfere with, or circumvent any copyright, trademark, or other proprietary notices marked on the Video Content, FrontM Services or any digital rights management mechanism, device, or other content protection or access control measure associated with the FrontM Services or the Video Content, including geo-filtering mechanisms. You may not use technologies to access or use the FrontM Services or Video Content from territories where FrontM does not have rights or does not offer services. You may not either directly or through the use of any device, software, internet site, web-based service, or other means copy, download, stream capture, reproduce, duplicate, archive, distribute, make available, upload, publish, modify, translate, broadcast, perform, display, sell, transmit or retransmit the FrontM Services or Video Content unless expressly permitted by FrontM in writing. You may not incorporate the Video Content into, stream or retransmit the Video Content via, any hardware or software application or make it available via frames or inline links unless expressly permitted by FrontM in writing. Furthermore, you may not create, recreate, distribute, or advertise an index of any significant portion of the Video Content unless authorized by FrontM. You may not seek to develop, build, or otherwise promote a business, product, or service utilizing the FrontM Services or the Video Content, whether or not for profit. The FrontM Services and Video Content covered by these restrictions include without limitation any text, graphics, layout, interface, technology, logos, photographs, audio and video materials, and stills. In addition, you are strictly prohibited from creating derivative works or materials that otherwise are derived from or based on in any way the FrontM Services or the Video Content, including without limitation montages, mash-ups and similar videos, wallpaper, desktop themes, greeting cards, and merchandise, unless it is expressly permitted by FrontM in writing. The foregoing prohibitions apply even if you intend to give away the derivative materials free of charge.



- d. **The Video Player:** You may not modify, enhance, remove, interfere with, or otherwise alter in any way any portion of the Video Player, its underlying technology, any digital rights management mechanism, device, or other content protection or access control measure incorporated into the Video Player. This restriction includes, without limitation, disabling, reverse engineering, modifying, interfering with or otherwise circumventing the Video Player in any manner that enables users to view the Video Content without (i) displaying visibly both the Video Player and all surrounding elements (including the graphical user interface, any advertising, copyright notices, and trademarks) of the webpage where the Video Player is located; and (ii) having full access to all functionality of the Video Player, including, without limitation, all video quality and display functionality and all interactive, elective, or click-through advertising functionality.
- e. **Downloads.** In order to participate in certain FrontM Services or access certain Video Content, you may be notified that it is necessary to download software or other materials or agree to additional terms and conditions. Unless otherwise provided by these additional terms and conditions, they are hereby incorporated into these Terms of Use.

#### **4. Customer Representation**

You represent and warrant that You possess the legal right, capacity, and ability to enter into this Agreement. You represent and warrant that You have made and will maintain at all times wireless or traditional wireline telephone service that will enable You to call 911 and any other applicable emergency service number. You represent and warrant that You will not use the Applications or Services in environments requiring fail-safe performance or in which the failure of the Applications or Services could lead directly to death, personal injury, or severe physical or environmental damage. You represent and warrant that the Registration Data, user name, contact information, Registered Location(s), and all other information provided in connection with Your FrontM Account are true and correct at all times. You represent and warrant that You will not use the Applications or Services in violation of the Use Policy herein.

You agree to be financially responsible for Your use of the Applications or Services, including the authorized or unauthorized use of Your Account.

#### **5. Product Pricing and Availability**

With respect to its advertising, offering, or sale of Applications, Services, or any other products (collectively, "Products"), FrontM attempts to describe its products as accurately as possible. Nevertheless, FrontM does not warrant that any descriptions, pricing, availability, or other information relating to the advertising, offering, or sale of Products (collectively, "Product Information") from its Website, marketing materials,



promotional flyers, advertisements, or other printed or electronic materials (collectively, “Product Materials”) is accurate, complete, reliable, current, or error-free. Despite our efforts, it is possible that Product Information may be mispriced, described inaccurately, or that the Product may be unavailable. In the event FrontM determines that a Product is mispriced, described inaccurately, or unavailable, FrontM reserves the right to take any action it deems reasonable and necessary to rectify the error, including without limitation, cancelling Your Account or subscription to the Services. You agree to notify FrontM immediately if You become aware of any pricing or descriptive errors or inconsistencies with any Products You order through the Product Materials and comply with any corrective action taken by FrontM.

You acknowledge and agree that the Services may not be available 100% of the time.

## **6. Marketing Materials and Promotional Services**

From time to time, FrontM may send You marketing materials and offer additional promotional services to You at no cost or at an additional fee (“Promotional Services”). You hereby agree that FrontM may send You (including registered administrators and end users of Your Account) such marketing and promotional materials via electronic transmission, e-mail, mail, or otherwise, provided, that You may unsubscribe to such materials at any time by notifying FrontM Customer Support. If You are offered promotional or special pricing by FrontM on any of the Services, You agree to keep the pricing information strictly confidential and shall not disclose such information to any third party without the express written consent of FrontM.

## **7. Use Policies**

You shall not use the Services for any illegal, fraudulent, improper, or abusive purpose or in any way that interferes with FrontM’s ability to provide high-quality Services to other customers, prevents or restricts other customers from using the Services, or damages any FrontM’s or other customers’ property. If FrontM finds that You are using the Services for anything other than the permitted uses in this Agreement or for any of the prohibited uses in this Agreement, FrontM may at its sole discretion terminate Your Service and charge You any applicable fees for the Services used plus damages caused by Your improper use.

Prohibited uses include, but are not limited to Behavior that is illegal, obscene, threatening, harassing, defamatory, libellous, deceptive, fraudulent, malicious, infringing, tortious, or invasive of another’s privacy.

Sending unsolicited messages or advertisements, including email, voicemail, SMS, or faxes (commercial or otherwise) (“spamming”), or otherwise sending bulk and/or junk email, voice mail, SMS, or faxes.



Harvesting or otherwise collecting information about others, including email addresses, without their consent.

Negligently, recklessly, knowingly, or intentionally transmitting any material that contains viruses, time bombs, trojan horses, worms, malware, spyware, or any other programs that may be harmful or dangerous.

Creating a false Caller ID identity ("ID spoofing") or forged email/SMS address or header, or otherwise attempting to mislead others as to the identity of the sender or the origin of any communication made using the Services.

Transmitting any material that may infringe, misappropriate, or otherwise violate the foreign or domestic intellectual property rights or other rights of third parties.

Violating any U.K, U.S. or foreign law regarding the transmission of technical data or software exported through the Services.

Utilizing the Services in excess of what, in FrontM's sole discretion, would be expected of normal business use.

Using the Services in any way that interferes with other customers' and third parties' use and enjoyment of the Services or using the Services in any manner which disrupts, prevents or restricts any other customer from using the Services.

Using or employing methods and/or devices that are designed or likely to take advantage of, bypass, exploit, or otherwise avoid this Use Policy.

Legal and Acceptable Use. You must access and use our Services only for legal, authorized, and acceptable purposes. You will not use (or assist others in using) our Services in ways that: (a) violate, misappropriate, or infringe the rights of FrontM, our users, or others, including privacy, publicity, intellectual property, or other proprietary rights; (b) are illegal, obscene, defamatory, threatening, intimidating, harassing, hateful, racially, or ethnically offensive, or instigate or encourage conduct that would be illegal, or otherwise inappropriate, including promoting violent crimes; (c) involve publishing falsehoods, misrepresentations, or misleading statements; (d) impersonate someone; (e) involve sending illegal or impermissible communications such as bulk messaging, auto-messaging, auto-dialling, and the like; or (f) involve any non-personal use of our Services unless otherwise authorized by us. You further understand and agree that:

You shall be solely liable for any transmissions sent through the Services under Your Account, including the content of any transmission sent through the Services under Your Account.

You will abide by all applicable FrontM policies, procedures, and agreements related to the Services.



You shall not attempt to gain unauthorized access to the Services, other accounts, computer systems or networks connected to the Services, through password mining or any other means.

Your use of the Services is subject to all applicable local, state, national, and international laws and regulations (including without limitation those governing account collection, export control, consumer protection, unfair competition, anti-discrimination, securities laws, and false advertising).

## **8. Unsolicited Advertisements**

The transmission of unsolicited calls, using the Services for broadcasting, and/or transmitting unsolicited fax advertisements is illegal under federal law, including the Federal Telephone Consumer Protection Act of 1991 (<http://ftp.fcc.gov/cgb/consumerfacts/unwantedfaxes.html>), and under a number of similar UK laws. Distribution of unsolicited voicemail, broadcast, and fax advertisements through the Services is prohibited. You shall not use the Services to send or transmit any unsolicited communications or advertisements and understand that, if You do, FrontM may immediately terminate Your right to use the Services without liability of any kind.

At FrontM's sole option and without further notice, FrontM may use technologies and procedures, such as filters, that may terminate such unsolicited advertisements without delivering them. You hereby release and agree to fully, finally, and forever release, hold harmless, and fully indemnify FrontM from and against any damages or liabilities of any kind related to any voicemail, broadcast, and/or fax spam or solicitations that You may send and/or receive using the Services.

If You transmit or are otherwise connected with any transmission of voice, fax, e-mail, or other unsolicited marketing messages using the Services, You agree to pay FrontM its actual damages if those damages can be reasonably calculated. If actual damages cannot be reasonably calculated, You agree to pay FrontM liquidated damages of twenty dollars (\$20.00) for each unsolicited marketing message transmitted through the Services. You acknowledge that if actual damages cannot be reasonably calculated, these liquidated damages are a reasonable estimation of such damages and are not a penalty.

## **9. Plan Credits, Taxes, Charges, Fees and Chargebacks**

Generally. Please note that all prices, taxes, surcharges, and fees are subject to change at any time. You are responsible for paying all charges for Your Account, including but not limited to toll-free, local, long-distance, international, additional feature charges, 411 and operator-assisted charges, and directory assistance charges, and for all taxes, surcharges, and fees imposed on you or us as a result of your use of the Service. Customers with a past due balance on previous or multiple accounts will be charged the



full balance upon opening a new account or updating their credit card information on file. FrontM also reserves the right to charge termination and transfer fees consistent with each plan's terms and conditions and as provided in this Agreement.

**Taxes, Charges, and Fees.** All fees for Services advertised or otherwise listed on the Website are exclusive of any federal, state, local sales, international excise, value-added, and similar taxes or fees and administrative or recovery fees or charges (collectively "Taxes and Fees"). You agree to pay all Taxes and Fees and/or similar liabilities, however, denominated, that may now or hereafter be levied on the Services which are chargeable to or recoverable from customers by any federal, state, local, or international law or regulation, as well as any administrative and recovery fees and charges levied on the Services by FrontM, whether or not mandated by law or regulation. Should FrontM pay or be required to pay such liabilities (including any Taxes and Fees that were due but not charged or previously collected), You agree that FrontM may charge Your credit card on file for such payments upon receipt of an invoice and showing of indebtedness to FrontM.

You are advised to refer to Your specific plan details regarding all domestic and international charges and all other terms and conditions of Your plan.

**Value and Expiration of Plan Credits.** Plan Credits, Additional Credits, Promotional Credits, and international calling credits have no monetary value and cannot be exchanged for cash value at any time after such credits are purchased by You. Any unused Monthly Credits expire at the end of the relevant Service month and do not "roll over" to the next month. Additional Credits and Promotional Credits expire according to the terms of their purchase.

**Discounts.** From time to time in its sole discretion, FrontM may offer promotions or discounts. Any promotion or discount codes must be provided to FrontM upon purchase of the Services. You shall not be entitled to a subsequent credit for such promotions or discounts if You do not request such credit at the time of Account creation or change of service. Promotions and/or discounts may not be used cumulatively or be used for Services retroactively. If a promotion and/or discount is offered on a confidential basis, You agree not to disclose the promotion and/or discount and to assume full responsibility for any harm, direct or indirect, caused to FrontM by the disclosure of the promotion and/or discount.

## **10. Billing and Payment**

Any applicable initiation charges, usage, monthly recurring charges, support charges, and other fees are billed in full in advance. Upon termination of Your Account for any reason, all unused Plan Credits shall expire in their entirety on the termination date. No refund, transfer or proration shall be made of any unused credits or of any remaining periods/months on any Service plan. Credit card authorization may be placed prior to



any Plan Credits, Additional Credits, or Promotional Credits being issued to ensure the validity of the payment method and to hold any excluded charges.

When You subscribe to our Paid Services, You will provide us with a payment method, such as a valid credit card (including proper billing information), and, if applicable, authorize us to collect from Your payment method. Any authorization will remain valid until thirty (30) days after You terminate our authority to charge Your payment method. Upon termination, we will charge You any fees and any other outstanding charges and disconnect Your service. You agree to advise and notify us of any changes to Your payment method, such as credit card account number or expiration date changes. If the credit card or other payment method on Your Account is declined or fails for any reason, FrontM will use reasonable efforts to contact You via email and advise You of the failed billing attempts. Notwithstanding the foregoing, FrontM reserves the right to disconnect Your Service and terminate Your Account if Your credit card on file is declined or fails for any reason, and FrontM reserves the right to continue to attempt charging Your credit card for any outstanding Service charges and additional fees and pursue any other legal remedies available to FrontM. FrontM reserves the right to charge a deposit to any account that FrontM considers “high risk” or not in good standing.

Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and prorate the charges to Your Account.

You must dispute any charges for the Services in writing to FrontM within thirty (30) days of the date of the charge by FrontM. If You fail to provide a written statement explaining in reasonable detail Your reasons for disputing the charge within such time period, You hereby irrevocably waive any objection and further recourse with regard to such charges. Written statements disputing charges must be sent to [support@frontm.com](mailto:support@frontm.com)

## **11. Storage of User Information**

FrontM is not obligated to store Your communications logs, voicemails, faxes, e-mails, or other messages and does so only as a convenience to You. You agree that FrontM has no responsibility or liability whatsoever for the deletion or failure to store any call log information, voicemails, faxes, e-mails, messages, and/or other communications maintained or transmitted by the Services. You acknowledge and agree that FrontM may establish limits as to the size of communications that FrontM transmits or stores and the duration for which FrontM stores any communications.

## **12. Service Changes**

You understand and agree that FrontM may make upgrades or changes to the Services which may diminish the functionality of the Services without prior notice to You. In the



event that a change to the Services would, in FrontM's reasonable discretion and judgment, permanently and materially diminish or impair the functionality of the Services (a "Change"), you hereby waive any claims relating to any sort of damages pertaining or resulting from Change.

### **13. Publicity Rights**

You agree that FrontM may identify You as a user of the Services in its business deals; press releases; marketing materials; electronic, printed, and broadcast advertising; newsletters; mailings; tradeshow; other promotional materials; on FrontM's website; or any other third-party website where FrontM or its designated agents may promote the Services. You hereby grant FrontM and its agents an irrevocable, perpetual, worldwide, non-exclusive, fully paid-up, royalty-free license (with the right to sublicense) to use, reproduce, publish, and display Your name, trademarks, service marks, designs, logos, and symbols in connection with such purpose.

### **14. Non-disparagement**

You agree not to directly or indirectly through a third party engage in any conduct or make any communication (public or private) that disparages FrontM or the Applications or Services in any way. Such communications include, but are not limited to, publishing, posting, printing, disseminating, or otherwise making such disparaging statements on or through the Internet, in any blog, or through any other form of social media. You further agree not to solicit or encourage, directly or indirectly, any such statements, comments, or communications by any third party. In accordance with the termination provisions below, FrontM may terminate Your access to the Applications or Services if You breach the requirements of this section.

### **15. Copyright Infringement**

Materials may be made available via the Service by third parties, not within our control. We are under no obligation to and do not, review content transmitted, sent, or received using the Applications or Services for purposes of determining copyright infringement. However, FrontM reserves the right to terminate access to its Applications or Services if a user infringes on others' copyrights, and will, in appropriate circumstances, terminate access to the Applications or Services if FrontM determines that a user is a repeat infringer.

Pursuant to Title 17, Section 512 of the United States Code and under the relevant provisions of the United Kingdom Copyright, Designs and Patents Act 1988 and equivalent any other national law, all claims of copyright infringement for any material You believe to reside on FrontM's Applications or Services should be provided in writing to FrontM's Legal Department at FrontM's current address as posted on FrontM's Website.



## **16. Export Restrictions**

You represent and warrant that (a) You are not located in (and will not use the Services or Applications in) a country that is subject to U.K. Government embargo, or that has been designated by the U.K. Government as a “terrorist supporting” country; and (b) You are not listed on any U.K. Government list of prohibited or restricted parties relating to exports. You also acknowledge that the Applications and Services may be subject to other U.K. and foreign laws and regulations governing the export of software by physical or electronic means. You agree to comply with all applicable U.K. and foreign laws that apply to FrontM as well as end-users end-use, and destination restrictions imposed by U.K. and foreign governments.

## **17. Indemnification**

To the maximum extent permitted by applicable law, You shall indemnify and hold harmless, individually and collectively, FrontM, its affiliates, agents, resellers, and other providers who furnish goods and services to You in connection with the Services, and their officers, directors, managers, employees, and shareholders (the “Indemnified Parties”) from and against any and all liability, claims, losses (including loss of profits, revenue and goodwill), damages, fines, penalties, injuries to persons or property, costs, and expenses (including reasonable attorneys’ fees and dispute resolution expenses) arising from or related to (1) the use of or reliance upon the Applications or Services by You or any third party acting upon Your permission, knowledge, authority or direction, (2) a breach of this Agreement by You, (3) any negligent acts, omissions to act or willful misconduct by You or any third party acting with Your permission, knowledge, authority or direction, (4) the inability to use the Applications or Services or failure or outage of the Applications or Services for any reason, including but not limited to those related to calling, “911” or other emergency responders, (5) the use of the Applications or Services in connection with a violation of any applicable law, code, regulation, or ordinance, and/or (6) the misappropriation, breach, violation, or infringement of any right, title or interest of any third party, including but not limited to, contractual rights, intellectual property rights (including patent, trademark, copyright, and trade secret rights), rights of privacy, and rights of publicity and personality.

## **18. Term**

Your license to the Applications and Services is provided for a term specified in Your Services contract (the “Term”) within the FrontM mobile app or website user account/profile page. The initial Term begins on the date that you sign up for the particular Services (the “Date of Start”).

The Term for all Service plans will renew automatically for successive Terms of the same length without further action by or notice to You unless You notify FrontM customer



service of non-renewal at least thirty (30) days before the end of the current Term unless otherwise provided in Your Services contract.

For the avoidance of doubt, the provisions of this Agreement relating to intellectual property ownership, customer representations, confidentiality, use policies and restrictions, equipment, number porting and availability, storage of user information, customer feedback, publicity rights, non-disparagement, additional software licenses, indemnification, force majeure, warranty disclaimers, limitations of liability, notices, assignment, future changes, interpretation, dispute resolution and arbitration, and choice of law shall survive termination or expiration of this Agreement for the maximum term allowable by law.

## **19. Termination**

**Monthly Plan Customers.** For monthly plan customers, You may cancel or terminate Your use of the Services with or without cause at any time by accessing cancellation settings within the FrontM control panel.

Generally, You understand and agree that FrontM may at any time, and without additional notice to You, terminate, modify, suspend, disconnect, discontinue, or block access to some or all of the features of the Application or Services if:

- FrontM determines that You have materially breached this Agreement.
- FrontM determines that You have created or caused to be created multiple free accounts.
- FrontM determines that You have used a fraudulent credit card to pay for Service charges on Your Account.
- FrontM determines that You have verbally insulted, abused, or harassed any of its employees, contractors, agents, or other representatives.
- You have failed to respond to FrontM's calls or email attempts to contact You about Your Account.
- FrontM determines that You did not or will not reasonably comply or cooperate with any applicable law or regulation.
- FrontM is ordered by law enforcement or other government agencies to suspend or terminate Service to Your Account.
- You bring any legal action or proceeding, including without limitation in any court, regulatory, or administrative body, arbitral body, or mediator, against FrontM, or participate in any class action lawsuit against FrontM.
- You make any disparaging statement (whether written, oral, electronic, or otherwise) against FrontM, its Services, or its employees, contractors, agents, investors, affiliates, or other representatives.
- FrontM determines that such action is necessary to protect, maintain, or improve the Services; to prevent fraud or misrepresentation by affirmative acts and/or



omissions; to protect FrontM, its customers, or other third parties affiliated with FrontM; or for any other good cause.

Upon any termination or suspension of Your Account, FrontM may immediately deactivate or delete Your Account and all related information and files in Your Account and/or restrict any further access to such files, information, or the Applications or Services.

FrontM shall not be liable to You or any third party for any reason for terminating or suspending Your use or access to the Applications or Services.

If You or FrontM terminate or suspend Your right to use the Services, You shall not be entitled to any refund or pro ration of any pre-paid amounts, Plan Credits, international calling credits, or other amounts paid to FrontM prior to the termination or suspension date.

## **20. Force Majeure**

FrontM shall be excused from any delay or failure in performance hereunder caused by reason of occurrence or contingency beyond its reasonable control, including without limitation, acts of God, earthquake, fire, flooding, fibre cuts, actions or inactions of third-party providers or suppliers, riots, sabotage, war, government requirements, or other events that are beyond FrontM's reasonable control.

## **21. Warranty Disclaimer**

THE SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND FrontM MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY SIMILAR WARRANTY, WHETHER SAID WARRANTY ARISES UNDER PROVISIONS OF ANY LAW OF THE UNITED KINGDOM, UNITED STATES OR ANY STATE THEREOF OR ANY COUNTRY. FrontM MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE SERVICES ARE FREE OF RIGHTFUL CLAIMS OF ANY THIRD PARTY FOR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS (INCLUDING PATENT AND TRADE SECRET RIGHTS). THE ENTIRE RISK ASSOCIATED WITH THE USE OF THE SERVICES SHALL BE BORNE SOLELY BY YOU.

FrontM MAKES NO WARRANTY ON UP-TIME, RESPONSE TIMES, LATENCY, MEAN-TIME BETWEEN FAILURES, QUALITY OF SERVICE, AND/OR QUALITY OF VOICE OR FAX COMMUNICATIONS. FrontM EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE SERVICES ARE APPROPRIATE FOR HIGH-RISK OR OTHER ACTIVITIES WHERE FAILURE OF THE SERVICE COULD RESULT IN SERIOUS HARM TO PERSONS OR PROPERTY.



FrontM MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR THAT ANY DEFECTS IN THE SERVICES WILL BE CORRECTED. FrontM IS NOT RESPONSIBLE FOR MESSAGES OR INFORMATION LOST OR MISDIRECTED DUE TO INTERRUPTIONS OR FLUCTUATIONS IN THE SERVICES OR THE INTERNET IN GENERAL. FRONTM IS NOT RESPONSIBLE FOR THE CONTENT, VIDEO CONTENT OR FUNCTIONALITY OF ANY THIRD PARTY NETWORK USED IN CONNECTION WITH THE SERVICES.

FrontM DOES NOT WARRANT THE ACCURACY OR RELIABILITY OF THE RESULTS OBTAINED THROUGH USE OF THE SERVICES OR ANY DATA OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED OR ACQUIRED THROUGH THE USE OF THE SERVICES. YOU ACKNOWLEDGE THAT ANY DATA OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED OR ACQUIRED THROUGH THE USE OF THE SERVICES ARE AT YOUR SOLE RISK AND DISCRETION AND FrontM WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY DAMAGE TO YOU OR YOUR PROPERTY.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM FrontM, ITS EMPLOYEES, RESELLERS, PARTNERS, OR AFFILIATES OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS. ALTHOUGH EVERY EFFORT IS MADE TO ENSURE THAT VOICEMAILS AND FAX TRANSMISSIONS ARE SECURE, FrontM MAKES NO GUARANTEES OF SECURITY.

SOME JURISDICTIONS DO NOT PERMIT THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO CERTAIN OF THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. TO THE EXTENT THAT FrontM CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

## **22. Limitation of Liability**

FrontM will not be liable to you for any lost profits or consequential, special, punitive, indirect, or incidental damages relating to, arising out of, or in any way in connection with our terms, us, or our services, even if the frontm or its parties have been advised of the possibility of such damages. our aggregate liability relating to, arising out of, or in any way in connection with our terms, us, or our services will not exceed the greater of one hundred dollars (\$100) or the amount you have paid us in the past twelve months. The foregoing disclaimer of certain damages and limitation of liability will apply to the maximum extent permitted by applicable law. The laws of some states or jurisdictions may not allow the exclusion or limitation of certain damages, so some or all of the exclusions and limitations set forth above may not apply to you. Notwithstanding anything to the contrary in our terms, in such cases, the liability of the frontm will be limited to the fullest extent permitted by applicable law.

## **23. Privacy Policy**



Use of the FrontM Services is also governed by the FrontM Privacy Policy available at <https://frontm.com/privacy-policy/>, which is incorporated into and is a part of these Terms of Use by this reference. You acknowledge and agree that your access or use of FrontM Services or Video Content is also subject to our Privacy Policy.

#### **24. User Material**

Any licenses you have previously granted to FrontM and/or FrontM's users to the reviews, comments, or other materials (collectively, "User Material") you may have published, transmitted, submitted, or posted (collectively, "Post") to FrontM Services continue under these Terms of Use. Further, any representations and warranties that you own the User Material or otherwise have the right to grant the license to your User Materials that you hereby grant to FrontM, and that the Posting of your User Material does not violate any right of any party, including privacy rights, publicity rights, and intellectual property rights, continue to be valid and have full effect. In addition, you agree to pay for all royalties, fees, and other payments owed to any party by reason of your Posting User Material. FrontM continues to disclaim any guarantees of confidentiality with respect to any User Material.

#### **25. Third-Party Posts**

You agree to waive any legal or equitable rights or remedies you may have against FrontM with respect to User Material provided by other users. You acknowledge that Posts are public and FrontM cannot guarantee the accuracy or security of any information provided through such Posts; you access and make such disclosures at your own risk. FrontM is not responsible for the content or accuracy of any information contained in a Post, and shall not be responsible for any decisions made based on such information. FrontM prohibits disclosing any inappropriate content or information, personal or sensitive information on or through the FrontM Services.

#### **26. Linked Destinations and Advertisements**

**Third-Party Destinations:** The FrontM Services (including the Apps) may contain links to third-party websites or resources, or destinations. You will not infer or assume that FrontM endorses, operates, controls, is responsible for or is connected with these or other third-party websites, resources or destinations, even if they link to FrontM Services and even if such websites, resources, or destinations are operated by a person (including a legal entity) affiliated or otherwise connected with FrontM. We provide these links only as a convenience and are not responsible for the content, products or services on or available from those websites, resources, and destinations or links displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party websites, resources, and destinations, and release FrontM from any responsibility and liability to you for any content or other



materials hosted and served from any such websites, resources, or destination. These Terms of Use do not govern your use of any other websites, resources, or destinations.

**Advertisements:** FrontM is not responsible for advertisements or any third-party material posted on any of the FrontM Services, nor is FrontM responsible for the products or services provided by advertisers. Any dealings you have with advertisers found while using the FrontM Services are between you and the advertiser, and you agree that FrontM is not liable for any loss or claim that you may have against an advertiser.

## 27. Feedback

You can submit Feedback via our website - <https://frontm.com/contact/index.html> (subject line: "Feedback"). You grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sub-licensable and transferable license under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose.

## 28. General Information

**Export Controls:** You agree to comply with all applicable laws regarding software and the transmission of technical data exported from the United States or the country in which you reside.

**No Waiver/Reliance:** If you see other parties violating these Terms of Use, you may let us know at <https://frontm.com/contact/index.html> (subject line: "TOU Violation"). You may not rely upon FrontM's response with respect to one party or one situation as any indication of what FrontM might do with respect to another party or another situation, even if the parties or situations appear to you to be similar. Similarly, if we fail to act in response to a violation of these Terms of Use, you should not assume that we do not object to the violation or even that we are aware of it. In addition, you may not construe a waiver of any provision of these Terms of Use with respect to any party as a waiver of that provision (or any other provision) with respect to either that party or any other party. Further, FrontM's decision to delay exercising or enforcing any right or remedy under these Terms of Use will not constitute a waiver of such right or remedy. Even if FrontM acts in a way that appears to you to be inconsistent with these Terms of Use, FrontM's action will not be deemed a waiver or constructive amendment of these Terms of Use. FrontM's failure to enforce any right or provision of these Terms of Use will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of FrontM. Except as expressly set forth in these Terms of Use, the exercise by either party of any of its remedies under these Terms of Use will be without prejudice to its other remedies under these Terms of Use or otherwise.



**Integration, Amendment, and Severability:** Please note that these Terms of Use, including any end user license agreement that might accompany FrontM authorized applications, features and devices, constitute the entire legal agreement between you and FrontM and govern your use of the FrontM Services (including your use of the Video Content) (but excludes any services, if any, that FrontM may provide to you under a separate signed written agreement), and completely replace any prior oral or written understandings or agreements between you and FrontM in relation to the FrontM Services, including Video Content. These Terms of Use operate to the fullest extent permissible by law. If any provision of these Terms of Use is held to be unlawful, void, or unenforceable, you and we agree that the provision will be enforced to the maximum extent permissible and the other provisions of these Terms of Use will remain in full force and effect.

## **29. Notices**

Notices to You shall be effective on the date sent to Your registered electronic mail address when sent by email or, at FrontM's option, three (3) days following the date deposited in regular Mail, postage prepaid, and addressed to Your current address on Your Account. You are responsible for notifying FrontM of any changes in Your contact information or address through the Your Account settings page or by contacting customer service provided on the FrontM website.

Written notice to FrontM shall be effective when directed to FrontM's Legal Department and received at FrontM's then-current address as posted on FrontM's Website. Your notice must specify Your name, Account information, and security verification question and answer. All notices from You to FrontM must be made in writing.

## **30. Assignment**

FrontM may assign this Agreement and any of its rights and obligations hereunder at any time. You may not transfer or assign this Agreement or any of Your rights or obligations under this Agreement. Any purported transfer or assignment in violation of this section is void. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the parties, their successors, permitted assigns, and legal representatives.

## **31. Future Changes to this Agreement**

We may change the terms of this Agreement from time to time upon delivery of electronic or written notices to You. FrontM generally provides written notice of changes to Your account, including this Agreement and any other legal agreements, via email, electronic notice on the FrontM Website or Your Account Page, or on Your billing statements. You agree to carefully read and review each such e-mail notice, electronic notice, and billing statement from FrontM fully regarding any such notices of changes to Your Account.



The modified terms shall replace and supersede all previously agreed to electronic and written terms, as well as any prior versions of this Agreement. You agree that you are solely responsible for (a) making sure that Your registered email account is current and functional, (b) checking Your registered email account on a routine basis, (c) checking the FrontM Website and Your Account page on a routine basis, and (d) making sure that FrontM communications are not blocked or rendered undeliverable by You, Your computer, any software installed on Your computer, Your Internet service provider, or for any other reason.

### **32. Interpretation of this Agreement**

This Agreement, including the documents incorporated herein, constitutes the entire agreement between You and FrontM with respect to the Applications and Services and supersedes all prior or contemporaneous understandings regarding such subject matter.

If any part of this Agreement is held invalid or unenforceable, that portion shall be construed to reflect the party's original intent, and the remaining portions shall remain in full force and effect.

Nothing in this Agreement shall be deemed or construed to constitute or create employment, partnership, association, joint venture, agency, or fiduciary relationship between the parties hereto.

The failure of FrontM to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or any other provision.

You agree and acknowledge that any breach of the provisions regarding intellectual property ownership contained in this Agreement shall cause FrontM irreparable harm and FrontM may obtain injunctive relief and seek all other remedies available in law and in equity.

The section titles in this Agreement are for convenience only and have no legal or contractual effect.

### **33. Dispute Resolution and Optional Arbitration**

In the event of any dispute, claim, question, or disagreement between You and FrontM ("Dispute"), You and FrontM shall first use reasonable best efforts to settle the dispute, claim, question, or disagreement. To this end, You and an authorized member of FrontM's legal department (or another representative of FrontM designated by the legal department) shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. Neither You nor FrontM shall file or pursue any Disputes in any court,



administrative, arbitral, or other adjudicative body prior to engaging in such consultations and negotiations.

You agree that any Disputes shall be adjudicated in the courts of London, United Kingdom. You agree to submit to the exclusive jurisdiction of such courts with respect to any Disputes and agree not to bring any Disputes in any other court or adjudicative body. You hereby consent to venue and personal jurisdiction in such courts with respect to such Disputes and irrevocably waive any right that You may have to assert that such forum is not convenient or that any such court lacks jurisdiction.

Notwithstanding the adjudication requirement above, for any Disputes involving ten thousand UK pounds (10,000 UK pounds) or less, either party may choose to resolve such Dispute through binding, non-appearance-based arbitration (i.e., arbitration conducted online, through written filings, and/or via teleconference). Such arbitration shall be conducted through an established alternative dispute resolution provider mutually agreed upon by the parties, and any judgment rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision shall be final and legally binding.

In the event of any litigation (including arbitration) between You and FrontM, the non-prevailing party shall reimburse the prevailing party for all reasonable and documented attorneys' fees, costs, and expenses relating to the Dispute.

#### **34. Choice of Law**

This Agreement and Your Use of the Applications and Services shall be governed by and construed under the laws of the United Kingdom without regard to its conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or Your sign up or use of the Applications or Services.