



HelloSpoke Notify Services Agreement

The recipient of services described in a HelloSpoke (defined below) Order Form and/or invoice (hereinafter referred to as "Client"), agrees with ICIM Corp (d/b/a HelloSpoke) (hereinafter referred to as "HelloSpoke") that the following terms and conditions will apply to the services described therein (the "Services") and that the price for such services set forth in the Order Form or invoice is correct. By continuing to receive the Services, the Client agrees to such pricing and to the terms and conditions set forth herein.

Client agrees to remit payment for the Service on a monthly basis due and payable in advance. In the event of nonpayment, HelloSpoke may cease providing the Service until such time as all outstanding charges have been paid. Either party may terminate this contract by providing the other party 30 days' written notice of cancellation. Any such cancellation notice sent to HelloSpoke must be delivered via certified mail or via email at change@hellospoke.com.

Client agrees to indemnify HelloSpoke for all costs or expenses incurred (including court costs and attorney's fees) in connection with the collection of amounts payable under this contract or arising out of any third-party claims relating to Client's use of the Service.

Client agrees that any individual or other persons who access or utilize the Services either directly, or indirectly (hereinafter referred to as "User") agrees to receive communication via email, text messages, phone calls, and push notifications to the telephone number(s) provided to HelloSpoke. Client understands and agrees that any User associated with Client may receive automated telephone calls or text messages at any time. Message and data rates may apply. If at any time a User does not wish to receive such communications, they may change their notification preferences by accessing the Settings in their account. A user may also want to opt-out of texts by replying STOP at any time to the HelloSpoke SMS message.

The Service is provided on an "as is" basis without warranty of any kind, express or implied, including without limitation as to merchantability, fitness for a particular use or purpose, or non-infringement. HelloSpoke is not responsible for any claims set forth by Client for reason of equipment failure resulting from any acts of God, communication line failure, power outages, natural disasters, or actions or decrees of governmental bodies. Due to the difficulties that may occur in the transmission of verbal messages via the telephone, no liability shall in any case be attached to HelloSpoke and all such risks are assumed by Client. IN NO EVENT SHALL HELLOPOKE'S AGGREGATE LIABILITY RELATING TO THE SERVICE EXCEED THE AMOUNT PAID BY CLIENT IN THE ONE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM. IN NO EVENT SHALL HELLOPOKE BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED TO THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT HELLOPOKE OR CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

HelloSpoke may, in the ordinary course of its own business, process and retain messages and interactions transmitted through the Services, which it may use to provide usage and feedback information to Clients, in order to improve the Services, or for its other legitimate business purposes. Client agrees and consent to HelloSpoke's and its agents' transmission, collection, maintenance, processing, and use of this information. At all times, information collected by HelloSpoke will be treated in accordance with HelloSpoke's Privacy Policy.

This contract may be assigned by HelloSpoke and shall be governed and construed in accordance with the laws of the State of Kentucky. Each party agrees that any action brought in connection with this contract against another shall be filed and heard in a state or federal court located in Jefferson County, Kentucky and each party hereby submits to the jurisdiction of such courts and waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in any such court, or that any such court is an inconvenient forum.

Notify SMS & Calling Terms and Conditions

The undersigned hereinafter referred to as Client and ICiM Corporation d/b/a Hellospoke have agreed that ICiM Corporation shall provide certain call distribution services and further agree as follows:

Client acknowledges and agrees that ICiM Corporation has not made any representation or warranty regarding, and that Client is solely responsible for determining, the legal requirements applicable to telemarketing and the services provided by ICiM under this Agreement, including compliance with "do not call" lists. Client further acknowledges and agrees that it is solely responsible for monitoring legal developments applicable to the outbound broadcasting of telephone calls and SMS/Text messaging, interpreting applicable state and federal laws, determining the requirements for compliance with all applicable state and federal laws, and maintaining an ongoing compliance program. Client agrees to follow guidelines and rules set forth by state and local governments regarding the legal requirements applicable to telemarketing and the services provided by ICiM Corporation under this Agreement.

Client shall promptly notify ICiM Corporation of any changes that are required to be made to the Notify services provided by ICiM Corporation to comply with applicable state and federal laws. ICiM Corporation shall make such changes to its services within a reasonable time after it receives notice from Client; provided, however, if ICiM Corporation determines, in its sole and absolute discretion, that it does not wish to make such changes, ICiM Corporation may cease providing such call distribution services to Client without penalty.

Client hereby releases ICiM Corporation from, and shall indemnify ICiM Corporation and its affiliates, officers, directors, employees, stockholders, agents and representatives against, and agrees to hold them harmless from, any loss, liability, claim, damage or expense (including reasonable legal fees and expenses) arising from or related to the violation of any federal or state law applicable to telemarketing and the services provided by ICiM Corporation under this Agreement.

HelloSpoke reserves the right to modify these Terms and Conditions of Service at any time, effective upon posting of an updated version at www.hellospoke.com/terms. Relevant parties will be updated via email upon any posted changes.