

LISTCLEAN TERMS OF USE:

By clicking the " I accept the terms and conditions of use" checkbox displayed as part of the logon process, you agree to the following terms and conditions (the "agreement") governing your use of the online service.

If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind that entity to these terms and conditions, in which case the terms "you" or "your" shall refer to that entity.

IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MAY NOT USE THE SERVICE.

1. Context

Listclean and ConversationalCRM are both developed and supported by ConversationalCRM Limited.

As part of the Service, ConversationalCRM will provide you with use of the Service, including a browser interface and data encryption, transmission, access and storage. Your registration for, or use of, the Service shall be deemed to be your agreement to abide by this Agreement including any materials available on the website incorporated by reference herein, including but not limited to ConversationalCRM's privacy and security policies. For reference, a Definitions section is included at the end of this Agreement.

2. Privacy & Security; Disclosure

ConversationalCRM's privacy and security policies may be viewed at <http://conversationalcrm.com/wp-content/uploads/2015/02/CCRM-privacy-policy.pdf>. ConversationalCRM reserves the right to modify its privacy and security policies from time to time. Note that because the Services are hosted, online applications, ConversationalCRM may occasionally need to notify all users of the Service of announcements regarding the operation of the Service.

3. License Grant & Restrictions

ConversationalCRM hereby grants you a non-exclusive, non-transferable, right to use the Service, exclusively 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 ConversationalCRM and its licensors.

You may not access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

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 in any way unless specifically agreed by ConversationalCRM in writing;
- (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. User licenses cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the Service.

You may use the Service only for internal business purposes and shall not:

- (i) store any material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;
- (ii) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or
- (iii) attempt to gain unauthorized access to the Service or related systems or networks.

4. Your Responsibilities

You are responsible for all activity occurring under your account and shall abide by all applicable 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 shall:

- (i) notify ConversationalCRM immediately of any unauthorized use of any password or account or any other known or suspected breach of security;
- (ii) report to ConversationalCRM immediately any copying or distribution of Content that is known or suspected by you or your Users; and
- (iii) not impersonate another ConversationalCRM user or provide false identity information to gain access to or use of the Service.

5. Account Information and Data

ConversationalCRM does not own any data, information or material that you submit to the Service in the course of using the Service ("Customer Data"). You, not ConversationalCRM (nor its Licensors), 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 ConversationalCRM shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data.

ConversationalCRM reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, your non-payment. Upon termination for cause, your right to access or use Customer Data immediately ceases, and ConversationalCRM shall have no obligation to maintain or forward any Customer Data.

6. Intellectual Property Ownership

ConversationalCRM alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the ConversationalCRM Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, the ConversationalCRM Technology or the Intellectual Property Rights owned by ConversationalCRM. The listclean name, the listclean logo, and the product names associated with the Service are trademarks of ConversationalCRM or third parties, and no right or license is granted to use them.

7. Charges and Payment of Fees

You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. If using the Service as 'PayAsYouGo', payment is due at the time you download your cleansed data. If you are

using the Service by subscription, payment is due on the first day of the subscription service. Subscriptions may be cancelled at any time and your ability to download cleansed data will cease on the last day of the current subscription period. You may change from a 'PayAsYouGo' to a subscription payment method any time.

Payments due are collected by PayPal at the appropriate time. ConversationalCRM's fees include VAT where appropriate according to the current rules imposed by the European Union. You agree to provide ConversationalCRM with complete and accurate billing and contact information. This information includes your legal company name, street address, e-mail address, and where applicable a valid EU VAT number.

8. Dormant Accounts

ConversationalCRM reserves the right to delete an account, including all cleansed data, if the account has not been accessed for 30 days and there is no current subscription.

9. Termination for Cause

Any breach of your payment obligations or unauthorized use of the ConversationalCRM Technology or Service will be deemed a material breach of this Agreement. ConversationalCRM, 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. You agree and acknowledge that ConversationalCRM has no obligation to retain the Data, and may delete such Data, if you have materially breached this Agreement.

10. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. ConversationalCRM represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the online ConversationalCRM help documentation under normal use and circumstances. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service and that your billing information is correct.

11. Mutual Indemnification

You shall indemnify and hold ConversationalCRM, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with:

- (i) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party;
- (ii) a claim, which if true, would constitute a violation by you of your representations and warranties; or
- (iii) a claim arising from the breach by you or your Users of this Agreement,

provided in any such case that ConversationalCRM

- (a) gives written notice of the claim promptly to you;
- (b) gives you sole control of the defence and settlement of the claim (provided that you may not settle or defend any claim unless you unconditionally release ConversationalCRM of all liability and such settlement does not affect ConversationalCRM's business or Service);
- (c) provides to you all available information and assistance; and (d) has not compromised or settled such claim.

ConversationalCRM shall indemnify and hold you and your parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from

and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with:

- (i) a claim alleging that the Service directly infringes a copyright or a trademark of a third party;
- (ii) a claim, which if true, would constitute a violation by ConversationalCRM of its representations or warranties; or
- (iii) a claim arising from breach of this Agreement by ConversationalCRM;

provided that you

- (a) promptly give written notice of the claim to ConversationalCRM; (b) give ConversationalCRM sole control of the defence and settlement of the claim (provided that ConversationalCRM may not settle or defend any claim unless it unconditionally releases you of all liability);
- (c) provide to ConversationalCRM all available information and assistance; and (d) have not compromised or settled such claim. ConversationalCRM shall have no indemnification obligation, and you shall indemnify ConversationalCRM pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of your products, service, hardware or business process(s).

12. Disclaimer of Warranties

ConversationalCRM and its licensors make no representation, warranty, or guarantee as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the service or any content. ConversationalCRM and its licensors do not represent or warrant that

- (i) The use of the service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data,
- (ii) The service will meet your requirements or expectations,
- (iii) Any stored data will be accurate or reliable,
- (iv) The quality of any products, services, information, or other material purchased or obtained by you through the service will meet your requirements or expectations,
- (v) Errors or defects will be corrected, or
- (vi) The service or the server(s) that make the service available are free of viruses or other harmful components. The service and all content is provided to you strictly on an "as is" basis. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby disclaimed to the maximum extent permitted by applicable law by ConversationalCRM and its licensors.

13. Internet Delays

ConversationalCRM's services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. ConversationalCRM is not responsible for any delays, delivery failures, or other damage resulting from such problems.

14. Limitation of Liability

In no event shall either party's aggregate liability exceed the amounts actually paid by and/or due from you in the twelve (12) month period immediately preceding the event

giving rise to such claim. In no event shall either party and/or its licensors be liable to anyone for any indirect, punitive, special, exemplary, incidental, consequential or other damages of any type or kind (including loss of data, revenue, profits, use or other economic advantage) arising out of, or in any way connected with this service, including but not limited to the use or inability to use the service, or for any content obtained from or through the service, any interruption, inaccuracy, error or omission, regardless of cause in the content, even if the party from which damages are being sought or such party's licensors have been previously advised of the possibility of such damages.

ConversationalCRM and its licensors make no representation that the Service is appropriate or available for use in other locations. If you use the Service from outside the United Kingdom, you are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries.

15. Notice

ConversationalCRM may give notice by means of a general notice on the Service, electronic mail to your e-mail address on record in ConversationalCRM's account information, or by written communication sent by first class mail or pre-paid post to your address of record in ConversationalCRM's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or prepaid post) or 12 hours after sending (if sent by email). You may give notice to ConversationalCRM (such notice shall be deemed given when received by ConversationalCRM) at any time by any of the following: letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to ConversationalCRM at the following address:

ConversationalCRM Ltd, Thistledown, Tilstock, Whitchurch, Shropshire, SY13 3NS.

16. Modification to Terms

ConversationalCRM reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

17. Jurisdiction

This Agreement shall be governed and construed in accordance with the laws of England and Wales.

18. Definitions

As used in this Agreement and in any Order Forms now or hereafter associated herewith: "Agreement" means these online terms of use, any Order Forms and any materials available on the ConversationalCRM website specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by ConversationalCRM from time to time in its sole discretion;

"Content" means the audio and visual information, documents, software, products and services contained or made available to you in the course of using the Service;

"Data" means any data, information or material provided or submitted by you to the Service in the course of using the Service;

"Effective Date" means the earlier of either the date this Agreement is accepted by selecting the "I Accept" option presented on the screen after this Agreement is displayed or the date you begin using the Service;

"Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual

property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world;

"ConversationalCRM" means collectively ConversationalCRM Limited, a limited liability company registered in England and Wales. Registered number 07210816. Registered Office: Thistledown, Tilstock, Whitchurch, Shropshire, SY13 3NS;

"System" means all of ConversationalCRM's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to you by ConversationalCRM in providing the Service;

"Service(s)" means the specific edition of ConversationalCRM's list cleaning service identified during the logon process, developed, operated, and maintained by ConversationalCRM, accessible via <https://app.list-clean.co.uk> or another designated web site or IP address;