

INTERACTIVE MARKETING SOLUTIONS (“IMS”) TERMS OF SERVICE

1. Introduction.

These Terms of Service (“**Terms**” or “**Terms of Service**”) govern your (“**Customer**,” “**You**,” or “**User**”) relationship with Interactive Marketing Solutions, Corp. (“**IMS**”), a Connecticut corporation having a place of business at 1177 Summer Street, 2nd Floor, Stamford, Connecticut and the use of any and all website, software, or product of IMS including but not limited to the provision of consumer lists and corresponding products and services (“**IMS Product**” as further defined below).

Please read these Terms carefully before using the IMS Product. Your access to and use of the IMS Product is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, and others who access or use the IMS Product. In the relationship between you and IMS, only these Terms apply in their currently valid version. Deviating terms or contract conditions of a User are not recognized unless IMS expressly consents to their validity in writing. By accessing or using the IMS Product, you agree to be bound by these Terms. If you disagree with any part of the Terms, then you may not access or use the IMS Product.

2. Definitions.

“**IMS Product**” means any and all products, services, databases, software, tools, applications, interfaces, websites, documentation, content, and materials, in any form or medium, that are made available, licensed, or provided by IMS to User, whether on a subscription basis or otherwise

“**Service Provider**” means any person or entity that uses IMS Products to enhance, process, validate, clean, or otherwise modify data or lists on behalf of third parties.

“**Derivative Products**” means any product, service, list, database, or output that incorporates, is derived from, or is created using, in whole or in part, any IMS Product, where such product is subsequently distributed, sold, licensed, or made available to any third party.

3. General Provisions.

IMS authorizes the User to use the IMS Product exclusively for: (1) suppressing or identifying parties from marketing contact lists to enhance marketing efforts; (2) adhering to User contact preferences; and (3) complying with applicable state and federal laws. User acknowledges that the IMS Product is exclusively for User’s use and User shall not disseminate, sublet, resell or republish the IMS Product in any manner whatsoever including creating or hosting derivative products.

The User is required to pay separate fee for each computer/server used to host the IMS Product (excluding backups). If this agreement is terminated or the User does not renew the annual subscription to all or part of the IMS Product, all copies of the affected IMS Product and any data included therein must be removed or deleted from the User’s databases and servers.

User may not use the IMS Product as a factor in establishing an individual’s creditworthiness or eligibility for (i) credit or insurance, or (ii) employment.

A User who identifies itself as a Service Provider may be permitted to use the IMS Product to remove individuals from lists owned or licensed by said Service Provider’s clients and to enhance client data with the following exceptions:

Ported Number Product: The Service Provider may scrub client lists to remove matching ported numbers for a client only to the extent the client is also subscribed to the Ported Number Product.

Recently Recorded Deceased File (RRDF) Product: Service Provider may use RRDF to scrub lists and remove matching individuals for a client only to the extent the client is also subscribed to the RRDF.

TCPA Litigation and Audit Services Product: Service Provider may use this Product to identify telephone designations (landline or wireless) for a client only to the extent the client is also subscribed to the TCPA Litigation and Audit Services Product.

Government agencies may use and distribute derivative products for enforcement purposes only.

4. Unauthorized Use.

User acknowledges and agrees that the IMS Product contains highly confidential, proprietary, and commercially sensitive information, the unauthorized disclosure or use of which would cause immediate, substantial, and irreparable harm to IMS, its business operations, competitive position, and goodwill. Any unauthorized use, disclosure, distribution, reproduction, reverse engineering, or modification of the IMS Product, in whole or in part, or use for any unauthorized purpose, shall constitute a material breach of these Terms. Such unauthorized use includes, but is not limited to, exceeding authorized user limits, attempting to circumvent any technical restrictions, creating derivative works, or using the IMS Product for any purpose not expressly permitted.

5. Compliance with Laws.

Use of the IMS Product does not relieve User of its independent obligation to comply with any and all applicable federal, state, local, and foreign laws, rules, and regulations governing commercial communications, data privacy, consumer protection, and telemarketing activities. User acknowledges and agrees that it bears sole and absolute responsibility for ensuring its use of the IMS Product complies with all applicable legal requirements, including but not limited to: federal and state Do-Not-Call laws and regulations, the Telephone Consumer Protection Act (TCPA), the CAN-SPAM Act, state commercial email laws, data protection regulations, and any industry-specific requirements that may apply to User’s activities. User shall defend, indemnify, and hold IMS harmless from any claims, damages, fines, penalties, or regulatory actions arising from User’s failure to comply with applicable laws and regulations in connection with its use of the IMS Product.

6. Default and Termination.

In the event of any breach or suspected breach of these Terms by User, IMS shall have the immediate and unconditional right, in its sole discretion, to suspend, cancel, or terminate this agreement and User’s access to the IMS Product, with or without prior notice to User. Upon any suspension,

cancellation, or termination: (i) all rights granted to User shall immediately cease; (ii) User shall immediately discontinue all use of the IMS Product. Notwithstanding any termination or expiration of these Terms, all provisions relating to confidentiality, payment obligations, proprietary rights, limitation of liability, indemnification, and any other provisions which by their nature are intended to survive, shall continue in full force and effect.

7. Indemnification.

User agrees to defend, indemnify, and hold harmless IMS, its data suppliers, licensors, affiliates, partners, officers, directors, employees, agents, and representatives (collectively, the "Indemnified Parties") from and against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees and court costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise from or be related to: (i) User's breach of these Terms; (ii) User's use or misuse of the IMS Product; (iii) User's violation of any applicable law, rule, or regulation; (iv) any claim that User's use of the IMS Product infringes upon or violates any third-party rights; and (v) any dispute between User and any third party relating to User's use of the IMS Product. User agrees that its indemnification obligations shall include the payment of all legal fees and expenses incurred by the Indemnified Parties in investigating, preparing for, defending against, or resolving any claim, whether or not such claim results in litigation. IMS shall have the right to select its own counsel and control its defense, with all costs to be reimbursed by User. The indemnification obligations under this section shall survive the termination or expiration of these Terms. User acknowledges that its indemnification obligations are a material inducement for IMS to enter into these Terms and provide the IMS Product to User.

8. Guarantee.

If User is not satisfied with the IMS Product, User's sole and exclusive remedy shall be to notify IMS within thirty (30) days of entering into these Terms. Upon receipt and verification of notice, IMS may, in its sole discretion, refund the purchase price paid by User, less any usage fees, implementation costs, or other charges incurred. After the thirty (30) day period, all fees shall be deemed earned and non-refundable. This guarantee represents User's sole remedy and IMS's entire liability for any dissatisfaction with the IMS Product. IMS MAKES NO OTHER WARRANTIES OR GUARANTEES OF ANY KIND, WHETHER EXPRESS OR IMPLIED.

9. Force Majeure.

Neither IMS nor its data providers shall be liable for any delay, failure, loss, or damage resulting from circumstances or causes beyond their reasonable control, including, without limitation, acts of God, war, terrorism, pandemic, epidemic, labor disputes, civil unrest, fire, earthquakes or other natural disasters, telecommunications or power failures, governmental restrictions, or cyber attacks. Any such delay or failure shall not constitute a breach of these Terms, and the time for performance shall be extended for a period equal to the duration of the force majeure event. Notwithstanding the foregoing, IMS reserves the right to terminate these Terms without liability if a force majeure event continues for more than thirty (30) days.

10. Limitation on Liability; No Consequential Damages.

User agrees that IMS and its data providers, affiliates, officers, directors, employees, and agents shall not be liable for any direct, indirect, incidental, special, consequential, punitive, or exemplary damages (including loss of profits, data, or goodwill) arising from these terms or the IMS Product, regardless of the action type or prior warning; furthermore, IMS and its providers are not liable for any losses from their acts or omissions in handling product data, and total liability is limited to fees paid by User in the three months before any claim, though some jurisdictions may not allow all these limitations.

11. Entire Agreement.

This Agreement, together with the online product selections, terms, pricing, and any exhibits or attachments specifically incorporated herein, constitutes the complete and exclusive statement of agreement between IMS and User with respect to the IMS Product and supersedes all prior written and oral agreements, communications, representations, statements, negotiations, understandings, proposals, and undertakings between the parties.

12. Governing Law and Jurisdiction.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Connecticut without giving effect to any choice or conflict of law provision or rule (whether of the State of Connecticut or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Connecticut. User agrees that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action. The prevailing party in any action or proceeding shall be entitled to recover its reasonable attorneys' fees, costs, and expenses from the non-prevailing party.

13. Product-Specific Terms and Conditions. Additional product specific terms and conditions may be included in Schedule B

14. Product Choices, Pricing & Term. Schedule A, attached to this agreement, constitutes the particular IMS Product chosen by User and agreed to be provided by IMS along with the pricing and term associated with the same.

IMS	User:
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

Schedule A

IMS Product chosen by User and agreed to be provided by IMS along with the pricing and term associated with the same
to be included.

Schedule B

A. Ported Number Product Terms

The following additional terms apply to Users accessing the Ported Number Product:

1. User may utilize Ported Number files to identify cellular telephone numbers solely for compliance purposes.
2. All sales are final and non-refundable without exception.
3. User's subscription fee includes mandatory iconectiv fees which IMS remits to iconectiv on User's behalf. User has no direct relationship with iconectiv and must direct all inquiries and issues to IMS.

B. Recently Recorded Deceased File (RRDF) Product Terms

The following restrictions apply to Users accessing the RRDF Product:

1. EACH MONTHLY FILE IS LICENSED FOR USE ONLY DURING A 45-DAY PERIOD AND ALL DATA USAGE RIGHTS TERMINATE ONE (1) YEAR FROM THE ORIGINAL OR RENEWAL SUBSCRIPTION DATE, REGARDLESS OF CIRCUMSTANCES.
2. The data file is updated monthly to reflect deceased individuals recorded within the previous 24 months.
3. All sales are final and non-refundable without exception.
4. User acknowledges that the data provided is not, and is not intended to be, a complete or comprehensive record of all deaths occurring during any time period. IMS makes no representations regarding the completeness or coverage of the data.

C. Reassigned Telephone Number (RND) Product Terms

1. All sales are final. No refunds will be issued once data has been submitted for processing, regardless of circumstances.
2. User acknowledges that processing times may vary and IMS makes no guarantees regarding processing speed.

General Provisions Applicable to All Products:

1. User acknowledges that all Products provided for compliance assistance only do not guarantee legal compliance.
2. IMS reserves the right to modify any Product's content, format, or delivery method without notice.
3. User's violation of any Product-specific term shall constitute a material breach of the entire Agreement.
4. The limitations, disclaimers, and restrictions in the main Agreement apply fully to all Products described in this section.