

Terms of Use

Approved Contact Network LLC, a Nevada limited liability company (“Approved Contact Network,” “us,” or “we”), operates an online service accessible through certain portions of the approvedcontact.com site and/or mobile application (the “Service”) that allows users to, among other things, create a user profile and communicate with a network of contacts.

These Approved Contact Network Texting Terms of Use and any additional terms or conditions that we post on the Service from time to time (“Terms of Use”) set forth the terms and conditions under which you may access and use the Service.

PLEASE READ THE TERMS OF USE CAREFULLY. BY ACCESSING OR USING THE SERVICE AND/OR REGISTERING WITH THE SERVICE, YOU AGREE TO THE TERMS OF USE. IF YOU DO NOT AGREE TO THE TERMS OF USE (WITHOUT MODIFICATION), DO NOT ACCESS OR USE THE SERVICE.

Approved Contact Network reserves the right to modify, supplement, or change the Terms of Use. The nature of any amendment determines the notice process as follows:

- Minor amendments (editorial corrections, formatting changes, or updates to contact details): effective upon posting to the Service with no advance notice required.
- Material amendments (changes to pricing, liability provisions, data handling, account termination rights, or user obligations): we will provide at least thirty (30) days' prior notice to Enterprise Account Holders via the registered administrative email address before such amendments take effect. For Individual Account Holders, material amendments will be notified via the Service and/or registered email address.

If Approved Contact Network revises the Terms of Use, it will also revise the 'Last Updated' date and version number at the top of this document. The most current version of the Terms of Use can be reviewed at <https://sales.approvedcontact.com/terms>. Your continued use of the Service after any revised Terms of Use take effect constitutes your acceptance of those revised Terms of Use. If you do not agree to revised Terms of Use, you should cease using the Service and may terminate your account in accordance with Section 10.2.

PLEASE NOTE THAT, NOTWITHSTANDING ANYTHING CONTAINED IN THESE TERMS OF USE OR ON THE SERVICE TO THE CONTRARY, THE SERVICE IS PROVIDED WITHOUT CERTAIN WARRANTIES AND IS SUBJECT TO LIMITATIONS ON APPROVED CONTACT NETWORK'S LIABILITY. THESE TERMS ARE CONTAINED IN SECTIONS 19 AND 20 BELOW. NOTHING IN THESE TERMS OF USE EXCLUDES LIABILITY FOR DEATH, PERSONAL INJURY, FRAUD, OR ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

1. Definitions

In these Terms of Use, the following terms have the meanings set out below:

Term	Meaning
Administrative Account	An account that, together with one or more User Accounts, comprises an Enterprise Account and may be used to administer that Enterprise Account.
Applicable Law	All laws, statutes, regulations, ordinances, codes, directives, and binding guidance applicable to a party or to the use of the Service in the relevant jurisdiction, including without limitation privacy and data

Term	Meaning
	protection laws, electronic communications laws, and anti-spam legislation.
Basic Individual Account	A free-tier Individual Account created by an individual user on their own behalf.
Company Page	A web page on the Service where Enterprise Account Holders may post information.
Content	Any information displayed or transmitted on the Service by (1) Approved Contact Network or (2) other users of the Service.
Enterprise Account	An account created by a company or other organisation (the 'Enterprise Account Holder') consisting of an Administrative Account and one or more User Accounts.
Individual Account	A User Account created by an individual on their own behalf. An Individual Account may be a Basic Individual Account or a Premium Individual Account.
Log-in Information	Passwords, usernames, and other credentials used to access your electronic calendar and/or contact database through the Service.
Merge Date	The date on which a Basic Individual Account merges into a User Account within an Enterprise Account, as described in Section 8.2.
Monthly Fee	The subscription fee payable for a one-month Subscription Period.
Premium Individual Account	A paid Individual Account with enhanced features as described on the Service from time to time.
Renewal Payment	The amount due for a Renewal Period.
Renewal Period	A subsequent subscription period of one month, multiple months, or one year, as selected by the user upon renewal.
Subscription Payment	The amount due for the initial Subscription Period.
Subscription Period	The initial term of a subscription: one year if the Yearly Fee is paid; one month if the Monthly Fee is paid.
User Content	All content and information uploaded or otherwise submitted in connection with your User Account, excluding Log-in Information and User Feedback. User Content includes, without limitation, your profile, photographs, contact and/or calendar information, and the contents of discussion boards and chats posted by you.
User Feedback	Ideas, concepts, suggestions, documents, and/or proposals regarding the Service that you submit to Approved Contact Network.

Term	Meaning
Yearly Fee	The subscription fee payable for a one-year Subscription Period.

2. General Use

2.1 Licence to Use

Subject to your strict compliance with these Terms of Use, Approved Contact Network grants you a revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable limited licence to access and use the Service solely to create a user profile and communicate with a network of contacts, and for other purposes as expressly permitted by Approved Contact Network in writing on the Service.

2.2 Obligations of Use

You shall:

- (a) review and comply with notices sent by Approved Contact Network regarding the Service;
- (b) review and comply with these Terms of Use;
- (c) use the Service in a professional manner; and
- (d) comply with all Applicable Law regarding your use of the Service and communications with contacts, including without limitation privacy laws, data protection laws, electronic communications laws, intellectual property laws, and anti-spam regulations applicable in your jurisdiction.

3. Your Use

3.1 Restriction, Termination, and Suspension

Approved Contact Network may modify, suspend, discontinue, and/or restrict the use of all or any portion of the Service, including Content, at any time for any legitimate operational, security, legal, or regulatory reason. Where reasonably practicable, Approved Contact Network will endeavour to provide advance notice before taking such action in respect of paid subscriptions, unless the action is required urgently for security, legal compliance, or fraud prevention purposes.

You agree that: (a) if your authorisation to access or use the Service is terminated, you will not thereafter access or use, or attempt to access or use, the Service; (b) if your authorisation is suspended, you will not access or use the Service until your suspension is removed and Approved Contact Network gives you express notice thereof; and (c) if your authorisation to access any restricted portion of the Service is limited, you will not attempt to access that restricted portion until such restriction is removed and Approved Contact Network gives you express notice thereof.

3.2 Use of Content

You may print or copy Content that you are authorised to access, solely for informational and networking purposes in connection with your use of the Service, provided that you (a) do not remove any title, trademark, copyright, or restricted-rights notices contained on such Content, and (b) strictly comply with these Terms of Use, including Section 4 (Restrictions) below.

4. Restrictions

4.1 No Prohibited Access or Use

You agree not to access or use the Service for any purpose that is prohibited by these Terms of Use, contrary to the intended purpose of the Service, or that would constitute use by a competitor of Approved Contact Network for the purpose of competing with or harming Approved Contact Network's business.

4.2 General Restrictions

Except as expressly provided in Section 3.2 above, you may not reproduce, alter, modify, create derivative works from, publish, broadcast, transmit, distribute, perform, display, sell, re-brand, or otherwise transfer the Service and/or any Content (excluding your User Content) without Approved Contact Network's express prior written permission. You further agree not to, without prior written permission: (a) use any of Approved Contact Network's trademarks as metatags on other websites; or (b) display any part of the Service in frames or via in-line links.

You agree not to circumvent, disable, or otherwise interfere with security features of the Service. You further agree not to decompile, reverse engineer, disassemble, or otherwise attempt to derive source code for any software accessible through the Service, and not to impose an unreasonable or disproportionately large load on the Service infrastructure. You agree not to use data mining, web crawlers, robots, scraping tools, Trojan horses, or other unauthorised data-gathering or extraction methods in connection with the Service.

4.3 Specific Use Restrictions

You agree not to use the Service:

- to create a false or misleading profile, or misrepresent your affiliation with Approved Contact Network or any third party;
- to impersonate any person or entity;
- to violate the privacy rights of, or to abuse, harm, stalk, or otherwise harass another person;
- to collect or store personal data about other users without their permission and without a lawful basis for doing so;
- to send unsolicited, non-consensual, or unlawful commercial communications to any person, including in violation of the Telephone Consumer Protection Act (TCPA), the UK Privacy and Electronic Communications Regulations (PECR), the Canadian Anti-Spam Legislation (CASL), or any other applicable anti-spam or electronic communications law;
- to conceal the origin of any communication transmitted by you or on your behalf; or
- for any unauthorised advertising, junk or bulk messaging, chain letters, pornographic or sexually explicit content, sex trafficking, prostitution, lottery, or gambling purposes.

Note: Approved Contact Network is an enterprise business communications platform. Nothing in Section 4.3 restricts you from lawfully contacting prospective or existing customers and counterparties in the ordinary course of business, provided such communications comply with Applicable Law and the acceptable use standards set out in these Terms of Use.

5. The Service

5.1 Registered Users

The Service is available only to Registered Users. You agree not to access any portion of the Service for which Approved Contact Network does not intentionally provide you access. You shall not access or use another Registered User's account except as expressly permitted under these Terms of Use.

5.2 User Accounts

Upon successful registration with the Service, you will be a 'Registered User' and will have a 'User Account.'

5.3 Account Responsibility

You are responsible for all use of your Administrative Account, Enterprise Account, Individual Account, and/or User Account, as applicable, whether or not authorised by you, until you terminate or transfer the account in accordance with these Terms of Use.

5.4 User Compliance and the Telephone Consumer Protection Act (TCPA)

Enterprise Account Holders and Individual Account Holders who use the Service represent, warrant, and undertake on an ongoing basis that:

- (a) they have obtained all consents required under the Telephone Consumer Protection Act (TCPA), CTIA Messaging Principles and Best Practices, and any other Applicable Law prior to initiating any text message through the Service;
- (b) they maintain records of all consents obtained, including the method, date, and scope of consent, and will provide such records to Approved Contact Network upon request;
- (c) they will honour all opt-out requests (including STOP commands) promptly and in any event within the timeframe required by Applicable Law;
- (d) they will not use the Service to send messages to any individual who has previously opted out or revoked consent; and
- (e) they will ensure that all messages sent through the Service comply with applicable content requirements, including identification of the Sender and inclusion of opt-out instructions where required.

Breach of any of the warranties in this Section 5.4 shall constitute a material breach of these Terms of Use and may result in immediate suspension or termination of the account in accordance with Section 3.1. Approved Contact Network reserves the right to cooperate fully with any regulatory investigation or enforcement action arising from a Sender's non-compliance with this Section."

6. Enterprise Account Holders

This section applies only to Enterprise Account Holders.

6.1 Agreement to Terms of Use

By clicking 'Join Now' and indicating your acceptance of these Terms of Use, you, in your individual capacity, agree to these Terms of Use without modification. You represent to Approved Contact Network that: (a) you are 18 years of age or older; (b) you have authority to bind to this agreement the entity associated with the request for an Enterprise Account, and doing so will not violate any other agreement to which you or such entity are a party; and (c) such entity agrees to this agreement without modification. Except as specifically used in this Section 6.1, references to 'you' and variations thereof refer to the entity associated with the Enterprise Account.

6.2 Enterprise Account Users

Any use of a User Account comprising your Enterprise Account shall be treated as use of your Enterprise Account. Each User Account must be designated for use by a named individual ('Enterprise Account User'), and you may allow only that named individual to use the User Account designated for them. If an Enterprise Account User is no longer authorised to use the Enterprise Account, you shall promptly deactivate their User Account.

You will be responsible for all access to and use of the Service by any Enterprise Account User, for any transactions they facilitate, and for any damage Approved Contact Network incurs as a result of any act, error, or omission of any Enterprise Account User. Any breach of these Terms of Use by an Enterprise Account User shall be considered a breach by you.

6.3 Administrative Accounts

The Service may from time to time permit an Enterprise Account Holder, through its Administrative Account, to: (a) add and remove groups; (b) designate Enterprise Account Users; and (c) define content posted on the Enterprise Account Holder's Company Page.

7. Enterprise Account Users

This section applies only to Enterprise Account Users.

7.1 Agreement to Terms of Use

By clicking 'Join Now' and indicating your acceptance of these Terms of Use, you represent and warrant to Approved Contact Network that you are 18 years of age or older and agree to these Terms of Use without modification. References to 'you' in this agreement refer to you as an individual.

7.2 Enterprise Account Holder Rights

You acknowledge that Approved Contact Network and/or the Enterprise Account Holder has the right to: (a) view, use, and copy all of your User Content within the Enterprise Account, including your User Account; (b) post your personally identifiable information in the Enterprise Account Holder's online company directory; and (c) terminate and/or suspend your access to the Enterprise Account.

7.3 Termination of Enterprise Accounts

If your subscription to an Enterprise Account is terminated, Approved Contact Network will automatically convert your User Account into an Individual Account, at which point you will become an Individual Account Holder. You will be responsible for any Subscription Payments required to maintain your Individual Account in accordance with Sections 8 and 11.

8. Individual Account Holders

This section applies only to Individual Account Holders.

8.1 Agreement to Terms of Use

By clicking 'Join Now' and indicating your acceptance of these Terms of Use, you represent and warrant to Approved Contact Network that you are 18 years of age or older and agree to these Terms of Use without modification. References to 'you' in this agreement refer to you as an individual.

8.2 Account Merger

If you hold a Basic Individual Account and an Enterprise Account Holder wishes to designate you as an Enterprise Account User, Approved Contact Network will notify you in writing at your registered email address before any merger takes effect. You will be given a reasonable opportunity (no less than five (5) business days) to consent to the merger or to object. The merger will not proceed without your express affirmative consent.

If you consent, your Basic Individual Account will merge into a User Account of the applicable Enterprise Account on the Merge Date, provided the email address in your Basic Individual Account shares the same domain as the Enterprise Account Holder. From the Merge Date: (a) you will be an Enterprise Account User; (b) all User Content within your Individual Account will merge into the applicable Enterprise Account; (c) the Enterprise Account Holder will have the right to view, use, and copy your User Content; and (d) the Enterprise Account Holder may post your personally identifiable information in its online company directory.

You should note that once a merger is complete, the Enterprise Account Holder will have administrative rights over your account as described in Section 7.2. You are encouraged to review these rights carefully before providing consent. If you do not consent, your Basic Individual Account will remain unchanged, and the Enterprise Account Holder will be notified that the designation cannot be completed for your account.

9. Account Security

Except as expressly provided in these Terms of Use, you shall not allow any other individual or entity to access or use your Administrative Account, Enterprise Account, Individual Account, and/or User Account. You agree to protect your username and password by keeping them confidential and using appropriate security measures. Enterprise Account Holders must require each Enterprise Account User to protect their respective credentials in the same manner.

If another party uses your credentials to access your account, you will be responsible for all resulting activity. You agree to: (a) immediately notify Approved Contact Network of any unauthorised use of

your password or any other security breach; and (b) ensure that you exit your account at the end of each session.

10. Term and Termination

10.1 Subscription Term

Unless otherwise agreed in writing, the term of a subscription to the Service for an Enterprise Account or a Premium Individual Account (a 'Subscription') commences on the date on which the Yearly Fee or Monthly Fee is received. If the Yearly Fee was paid, the Subscription Period is one (1) year. If the Monthly Fee was paid, the Subscription Period is one (1) month. Subscriptions may be renewed for a Renewal Period of one month, multiple months, or one year by contacting Approved Contact Network or, where available, through the Service.

10.2 Termination of Subscriptions

An Enterprise Account Holder or Individual Account Holder may terminate their Subscription by providing written notice to Approved Contact Network. The Subscription will terminate at the end of the then-current Subscription Period or Renewal Period, as applicable.

Approved Contact Network may terminate your Subscription for any legitimate operational, security, or legal reason. Where termination is for reasons other than your breach of these Terms of Use, Approved Contact Network will endeavour to provide at least fourteen (14) days' written notice to paid subscribers. Approved Contact Network may terminate accounts of users who, in Approved Contact Network's sole discretion, are repeat infringers under applicable copyright law. Any termination will be effective on the date set out in a notice to you or, if no notice is provided, immediately.

10.3 Effect of Termination

Upon termination of your Subscription: (a) you shall cease accessing and/or using the Service; and (b) Approved Contact Network may, in its sole discretion: (i) delete all information and content (including User Content) in your account(s); and (ii) bar you from future use of the Service. Approved Contact Network reserves the right to retain information and content as necessary to comply with its legal obligations, resolve disputes, and enforce these Terms of Use.

You are responsible for exporting any User Content you wish to retain prior to termination. Approved Contact Network does not guarantee the availability of User Content following termination, irrespective of the reason for termination.

11. Payments

This section applies to Enterprise Account Holders and Individual Account Holders with paid subscriptions.

11.1 Payment Obligations

You agree to pay all Subscription Payments and Renewal Payments when due and in accordance with the payment terms issued by Approved Contact Network from time to time.

11.2 Changes to Fees

Approved Contact Network may, in its sole discretion, change the amount of Subscription Payment or Renewal Payment applicable to future Subscription Periods or Renewal Periods. Any such change will be communicated to you at least thirty (30) days before it takes effect, either by posting on the Service or by direct notice. If you do not agree to the revised fees, you may terminate your Subscription in accordance with Section 10.2 before the revised fees take effect.

11.3 Refund Policy

All Subscription Payments and Renewal Payments are non-refundable, except: (a) to the extent required by Applicable Law (including applicable consumer protection legislation in your jurisdiction); or (b) where Approved Contact Network terminates your paid subscription without cause during a current

Subscription Period or Renewal Period, in which case Approved Contact Network will provide a pro-rata refund of pre-paid fees for the unexpired portion of that period.

11.4 Payment Method

All amounts payable under these Terms of Use must be made by credit card or such other payment method as Approved Contact Network may permit from time to time. By providing payment details, you authorise Approved Contact Network or its authorised payment processor to charge your designated payment method on the due date. You agree to promptly notify Approved Contact Network of any changes to your payment details.

11.5 Failure to Pay

If Approved Contact Network does not receive a Renewal Payment within thirty (30) days of the due date, Approved Contact Network may suspend your access to the Service. You agree to reimburse Approved Contact Network for all reasonable collection costs and statutory interest for any overdue amounts, to the extent permitted by Applicable Law.

12. Privacy Policy

You should carefully read Approved Contact Network's Privacy Policy before using and/or registering with the Service. The Privacy Policy governs our collection, use, disclosure, and maintenance of information gathered through the Service, including personally identifiable information. The current Privacy Policy is available at <https://sales.approvedcontact.com/privacy>.

To the extent that you are located in or use the Service from the United Kingdom, European Economic Area, or other jurisdictions with applicable data protection legislation, Approved Contact Network processes personal data in accordance with the Privacy Policy and applicable data protection law. In the event of any conflict between these Terms of Use and the Privacy Policy on matters of data processing, the Privacy Policy shall prevail.

12.1 Data Processing Agreement

Where an Enterprise Account Holder is a data processor that processes personal data of individuals located in the European Economic Area, the United Kingdom, or other jurisdictions requiring a data processing agreement between controllers and processors, Approved Contact Network will make available a Data Processing Agreement (DPA) governing Approved Contact Network's processing of personal data on behalf of the Enterprise Account Holder as a data processor.

Enterprise Account Holders who require a DPA should contact security@approvedcontact.com. Execution of a DPA is a condition of processing personal data of EEA or UK residents through the Service. The DPA shall form part of these Terms of Use and, in the event of conflict on data processing matters, the DPA shall prevail.

Approved Contact Network will notify Enterprise Account Holders of any material changes to its sub-processor arrangements that may affect data processing conducted on their behalf, in accordance with the timeframes set out in the DPA.

13. User Information, Content, and Communications

13.1 Accuracy of Information

If you provide any information to us, you agree to: (a) provide only true, accurate, current, and complete information; and (b) keep such information accurate and up to date.

13.2 User Content Standards

Approved Contact Network has no obligation to pre-screen User Content. Approved Contact Network has the right, but not the obligation, to refuse, remove, or disable any Content available via the Service at any time and without prior notice. You agree not to provide any User Content:

- that is discriminatory, harmful, threatening, violent, indecent, inflammatory, pornographic, profane, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, false, inaccurate, invasive of another's privacy, hateful, or otherwise objectionable;

- that is unlawful, or that could constitute or encourage conduct that would give rise to criminal or civil liability, or that would otherwise violate any Applicable Law or contractual or fiduciary obligation;
- that is misleading, deceptive, or fraudulent;
- that infringes, violates, or misappropriates any patent, trademark, trade secret, copyright, or other proprietary right of any party; or
- that contains unauthorised solicitations, junk mail, spam, chain letters, or pyramid schemes.

We are not responsible for the timeliness, deletion, mis-delivery, or failure to store any User Content. We do not approve, endorse, or verify any message, profile, or other content posted by users. Any User Content you post on the Service may be seen and used by others. If you do not wish User Content to be disclosed to or used by others, do not post it on the Service.

13.3 Licence to User Content

By uploading or submitting User Content to the Service, you represent and warrant that: (a) such User Content is not confidential; (b) you have the right and authority to submit it and to grant the rights set out herein; (c) such User Content does not violate any third-party intellectual property, privacy, or publicity rights; and (d) use of the User Content will not cause harm or personal injury to any third party.

You grant Approved Contact Network a non-exclusive, royalty-free licence to use and store your User Content solely to the extent necessary to provide the Service to you. This licence does not permit Approved Contact Network to use your User Content for any commercial purpose beyond providing the Service.

13.4 User Feedback

The Service may permit you to submit User Feedback. If you submit User Feedback, you grant Approved Contact Network a non-exclusive, perpetual, royalty-free, worldwide licence to use and incorporate such User Feedback solely for the purpose of improving or developing the Service. You retain ownership of any intellectual property rights you hold in User Feedback. Approved Contact Network will not commercially exploit, sell, or sublicense your User Feedback for purposes unrelated to improving the Service without your consent.

13.5 Log-in Information and Calendar Access

By submitting Log-in Information to Approved Contact Network, you licence that Log-in Information to Approved Contact Network for the purpose of providing the Service and grant Approved Contact Network the right to use and store such Log-in Information solely for that purpose. You represent that you are entitled to submit it without obligation on Approved Contact Network to pay fees or be subject to other limitations.

By using the Service, you expressly authorise Approved Contact Network to access your calendar and contact database for Service purposes. Approved Contact Network agrees to take commercially reasonable steps to ensure that the Service: (a) does not store or display the content or attendees of your calendar events, and only stores free/busy times to enable scheduling comparisons; and (b) does not display your contacts to other users — if you load contacts, they will be accessible and viewable only by you.

14. Linking and Third-Party Dealings

14.1 Links to External Sites

Approved Contact Network may provide hyperlinks to third-party websites and internet resources. Approved Contact Network is not responsible for and does not endorse any features, content, advertising, products, or other materials on such sites and has no control over their terms of use or privacy policies. Such hyperlinks are provided for reference only. Their inclusion does not imply any sponsorship, affiliation, or endorsement.

14.2 Linking to the Service

Approved Contact Network welcomes links to the Service from other websites. If Approved Contact Network requires that you remove a link to the Service or any portion of the Service, you agree to do so promptly following such request.

14.3 Third-Party Liability

Approved Contact Network will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused in connection with your use of or reliance on any third-party content, goods, or services made available through a third-party site or resource.

15. Intellectual Property

15.1 Ownership

Except for Content that is in the public domain, the Service and all original Content, as well as the selection and arrangement of Content, is owned by or licensed to Approved Contact Network or its suppliers/licensors and is protected by copyright, trade dress, trademark, unfair competition, and/or other intellectual property laws. It may not be used, copied, or imitated in whole or in part except as expressly provided herein. All rights not expressly granted are reserved by Approved Contact Network. Notwithstanding the foregoing, you retain ownership of your User Content in accordance with Section 13.3.

15.2 Trademarks

'APPROVED CONTACT NETWORK' and related logos are trademarks of Approved Contact Network. Except as expressly provided in Section 3.2, they may not be copied, imitated, or used, in whole or in part, without Approved Contact Network's prior written permission. All page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of Approved Contact Network or its licensors and may not be copied, imitated, or used without prior written permission.

16. User Warranties

You represent and warrant to us that: (a) these Terms of Use constitute a valid and binding agreement enforceable against you in accordance with its terms; (b) no authorisation or approval from any third party is required in connection with your assent to, or compliance with, these Terms of Use; and (c) your assent to, and compliance with, these Terms of Use will not violate any Applicable Law or the terms or conditions of any other agreement to which you are a party or by which you are bound.

17. Indemnification

You agree to indemnify and hold harmless Approved Contact Network and its affiliates, officers, members, directors, employees, shareholders, information providers, suppliers, and licensees (collectively, 'Indemnified Parties') from and against any and all liability, damages, fines, penalties, awards, settlements, judgements, losses, and costs (including reasonable legal fees) incurred by the Indemnified Parties in connection with any claim, charge, or investigation arising out of: (a) your use of the Service; (b) any breach, or alleged breach, of these Terms of Use by you; (c) any User Content you submit to the Service; and/or (d) your violation of Applicable Law.

18. Disclaimers

THE SERVICE (INCLUDING ALL CONTENT PROVIDED BY US) IS PROVIDED TO YOU ON AN "AS IS", "WITH ALL FAULTS," AND "AS AVAILABLE" BASIS. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, ORAL, OR WRITTEN, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE,

ACCURACY, SECURITY, TIMELINESS, COMPLETENESS, RELIABILITY, PERFORMANCE, OR NON-INFRINGEMENT WITH RESPECT TO THE SERVICE.

Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of consumers. Nothing in these Terms of Use is intended to exclude or restrict any rights or remedies you may have under applicable mandatory law in your jurisdiction of residence, including applicable consumer protection legislation.

Nothing in these Terms of Use excludes or limits liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be excluded or limited under Applicable Law.

19. Limitation of Liability

19.1 Exclusion of Consequential Damages

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL APPROVED CONTACT NETWORK OR ITS SUPPLIERS/LICENSORS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR CONNECTED WITH THESE TERMS OF USE AND/OR THE SERVICE, WHETHER FOR BREACH OF CONTRACT, IN TORT, OR OTHERWISE, EVEN IF APPROVED CONTACT NETWORK IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

19.2 Aggregate Liability Cap

To the fullest extent permitted by Applicable Law, Approved Contact Network's total aggregate liability to you for all claims relating to these Terms of Use and/or the Service, whether for breach of contract, in tort, or otherwise, shall not exceed:

- For Individual Account Holders: the greater of (a) USD \$100.00 or (b) the total fees paid by you to Approved Contact Network in the twelve (12) month period immediately preceding the event giving rise to the claim.
- For Enterprise Account Holders: the total fees paid by the Enterprise Account Holder to Approved Contact Network in the twelve (12) month period immediately preceding the event giving rise to the claim.

19.3 Allocation of Risk

You acknowledge that the provisions of this Section 19 and of Sections 17 (Indemnification) and 18 (Disclaimers) represent a reasonable allocation of risk under these Terms of Use and that Approved Contact Network would not permit you to use the Service without these provisions. If Applicable Law prevents the application of any limitation set out in this Section 19 in full, the liability cap shall apply to the maximum extent permitted.

20. Governing Law, Jurisdiction, and Dispute Resolution

20.1 Governing Law — US Users

The Service is hosted on servers located in the United States. These Terms of Use shall be governed by the laws of the State of Nevada and the United States, without giving effect to conflict-of-law provisions. You consent to exclusive jurisdiction and venue in the federal courts sitting in Clark County, Nevada, unless no federal subject-matter jurisdiction exists, in which case you consent to exclusive jurisdiction in the state courts of Clark County, Nevada.

Any cause of action arising out of or related to these Terms of Use must be commenced within one (1) year after the cause of action arises; otherwise it is permanently barred.

20.2 International Users — Mandatory Local Law

If you access or use the Service from outside the United States, including from the United Kingdom, the European Economic Area, Canada, or Australia, you acknowledge that these Terms of Use are governed by Nevada law as set out above. However, nothing in these Terms of Use removes, restricts, or overrides any rights or protections available to you under the mandatory consumer protection, data protection, or electronic communications laws of your jurisdiction of residence. In the event of a conflict between these Terms of Use and mandatory local law provisions that cannot be contractually excluded, those mandatory local law provisions shall prevail to the extent of the inconsistency.

20.3 Dispute Resolution

Before initiating any legal proceedings, you agree to:

- (A) Contact Approved Contact Network at the address in Section 21.5 and give us a reasonable opportunity (no less than thirty (30) days) to resolve the matter informally.
- (B) For users located in the United States, any dispute, claim, or controversy arising out of or relating to these Terms of Use or the Service that cannot be resolved informally under this section shall be resolved exclusively by binding individual arbitration administered by the American Arbitration Association (AAA) under its Consumer or Commercial Arbitration Rules, as applicable. The arbitration shall be conducted in Clark County, Nevada, or by videoconference at either party's election.
- (C) For users outside the United States, if the matter cannot be resolved informally within that period, either party may pursue their available remedies. Approved Contact Network shall be entitled to seek injunctive or other equitable relief in any jurisdiction where necessary to protect its legitimate interests without the requirement to post a bond.

Nothing in this Section prevents either party from seeking emergency injunctive relief in court to prevent irreparable harm pending arbitration. This arbitration provision does not apply to users located in jurisdictions where mandatory arbitration of consumer disputes is prohibited by law.

CLASS ACTION WAIVER: YOU AND APPROVED CONTACT NETWORK AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING. If this waiver is found unenforceable, the entire arbitration provision shall be null and void.

20.4 Limitation on Equitable Relief by You

To the extent permitted by Applicable Law, you agree not to seek extraordinary relief (including temporary restraining orders, preliminary injunctions, permanent injunctions, or decrees of specific performance) in connection with the Service or these Terms of Use, except where such relief is required to protect rights that cannot adequately be compensated by monetary damages.

21. General Provisions

21.1 Survival

Each provision of these Terms of Use that by its nature or terms would survive termination shall do so, including without limitation Sections 1, 4, 6.1 or 7.1 or 8.1 (as applicable), 10.3, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, and 21.

21.2 Entire Agreement

These Terms of Use, together with the Privacy Policy, constitute the complete and final agreement between you and Approved Contact Network with respect to the Service and supersede all prior and contemporaneous agreements, negotiations, and understandings, both oral and written, relating to the same subject matter.

21.3 Assignment

You may not assign or transfer these Terms of Use or any rights, interests, or obligations hereunder without Approved Contact Network's prior written consent. Approved Contact Network may freely assign these Terms of Use, in whole or in part, without your consent, provided that the assignee agrees to be bound by these Terms of Use. Subject to the foregoing, these Terms of Use shall bind and benefit the parties and their respective successors and permitted assigns.

21.4 Severability

If any provision of these Terms of Use is declared or found to be illegal, unenforceable, or void, the invalid provision shall be modified as nearly as possible to reflect the original intention, and the remaining provisions shall remain in full force and effect. No right or remedy conferred by these Terms of Use is exclusive of any other right or remedy available at law or in equity.

21.5 Notices

Approved Contact Network may provide notice to you relating to these Terms of Use by sending a communication to your last known email or postal address, or by posting a notice on the Service. Such notice shall be deemed given and received on the earlier of the day it is sent to you or the day it is posted on the Service.

You may contact Approved Contact Network at:

Email: sales@approvedcontact.com

Post: 561 Keystone Avenue, Suite 490, Reno, NV 89503, USA

21.6 Complaints and Escalation

If you have a complaint about the Service or these Terms of Use, or wish to raise a data protection or privacy concern, please contact us in the first instance at sales@approvedcontact.com. We aim to respond to all complaints within ten (10) business days. If your complaint cannot be resolved to your satisfaction through our internal process, you may have the right to escalate to a relevant regulatory authority depending on your jurisdiction (for example, the Information Commissioner's Office in the UK for data protection matters).

21.7 No Waiver

The failure of Approved Contact Network to insist upon or enforce strict performance of any provision of these Terms of Use shall not be construed as a waiver of any provision or right.

21.8 Recovery of Costs

If Approved Contact Network brings any suit against you to enforce these Terms of Use and prevails, Approved Contact Network shall be entitled to recover all reasonable costs and expenses incurred, including legal fees, to the extent permitted by Applicable Law.

21.9 Force Majeure

Approved Contact Network shall not be liable for any delay or failure to deliver access to the Service, or for the failure to perform any obligation, if such delay or failure is caused by circumstances beyond Approved Contact Network's reasonable control, including without limitation fire, flood, natural disaster, labour dispute, terrorism, war, civil unrest, governmental action, equipment breakdown, utility failure (including internet outages), or inability to obtain necessary materials. In the event of any such contingency, the affected obligation shall be extended for a period equal to the time lost by reason of such event.

21.10 Export Controls

You may not use, sell, export, re-export, transfer, or otherwise dispose of any product or service offered through the Service in violation of any Applicable Law, including without limitation United States export controls and sanctions regulations. You warrant that you are not prohibited from receiving products and/or services originating from the United States.

Appendix A — P2P Messaging Acceptable Use Policy

Carrier-Facing P2P Use Case Declaration

This Appendix sets out the Person-to-Person (P2P) messaging acceptable use policy applicable to the Approved Contact Network texting service. This policy is provided to third-party mobile network operators and carriers upon request and also governs the obligations of Enterprise Account Holders and Individual Account Holders who use the P2P messaging features of the Service.

Approved Contact Network, LLC. ('ACN') is a North American Mobile Virtual Network Operator ('MVNO') supporting GSMA-specified P2P and A2P SMS and MMS. ACN assigns unique telephone numbers to human end users that, when used for messaging, may: (i) be associated with multiple clients; or (ii) function as a multi-client message endpoint in conformance with RCC.52. ACN has enabled companion messaging applications for various cloud-based voice services. This Appendix sets out the acceptable use policy that ACN will enforce to ensure that P2P usage designations are accurate, and that A2P messaging is routed as A2P.

P2P Messaging Acceptable Use Requirements

The following requirements apply to all users of the P2P messaging features of the Service:

- Geographic long-codes only: no short codes or toll-free numbers will be assigned under the P2P designation.
- Low volume: telephone numbers (TNs) will generate fewer than 500 messages per day per TN and will average fewer than 2,000 messages per month. An organisation with five active TNs shall average fewer than 10,000 messages per month in aggregate.
- Individual assignment: telephone numbers are assigned to individual human users. Where possible, each TN will have a caller name associated with the corresponding voice number.
- Voice enabled: voice services will also be enabled for each P2P TN.
- Balanced traffic: inbound and outbound messaging shall be balanced and must remain within a 2:1 to 1:2 ratio of inbound to outbound messages.
- Human-composed messages: messages must be individually composed and sent by human users. Automated or bulk sending systems must not be used under the P2P designation.

Users or organisations that do not comply with the P2P requirements set out in this Appendix will be reclassified to A2P routing and billing treatment. Non-compliant users may also be subject to blacklisting and/or filtering by third-party mobile network operators. ACN may amend this Appendix from time to time consistent with changes to Section 2 (amendment provisions) of these Terms of Use and will provide notice of such amendments to affected users.