

LeapCaller Terms of Service

- 1. Overview:** Thank you for visiting the LeapCaller website and its subsidiaries. LeapCaller respects your privacy and has created this privacy statement to govern the agreement between LeapCaller and the customer. By accessing this website or any parts of LeapCaller, the user agrees to have read these Terms and is bound by them. We reserve the rights to change the Terms of this agreement at any time, and will notify the user if done so. Any and all updates will be posted on the LeapCaller website. Any updates will be notified to the client. It is the user's responsibility to monitor any changes to the Terms and make known of any issues. Continued access of the website and use of the product indicates adherence to the Terms as modified.
- 2. The Services:** The services on the website are the property of LeapCaller and its parent company, INNER ARTS LLC. Visiting the website and purchasing the LeapCaller product holds the users to the Terms of this agreement and the state and federal laws that the product is subject to. The services of LeapCaller include one or more of outgoing calls/texts/emails, incoming calls/texts/emails, answering machine services, A/B analytics, human voice recognition, dashboard report analytics, cloud based phone services, and audio/text/email library, and any new innovations added to the product. We facilitate your communications, but it is your responsibility to ensure that the recipient has consented or is otherwise aware of the contact. The client agrees that only the authorized user will utilize the services entailed within the Terms. Failure to do so can result in immediate termination of the agreement. LeapCaller provides the software needed for the services, but the user must provide and maintain their computer hardware, networks, and communication equipment needed to run the LeapCaller system.
- 3. Usage Policy: General Terms of Use:** By using LeapCaller or any services we provide (collectively, the "Services"), you represent and warrant that you meet all of our requirements and that you will not use LeapCaller to violate or circumvent any law or regulation. To use our services, you must:

 - A) Be at least 18 years old
 - B) Be able to enter into a legally binding contract under applicable law
 - C) Complete the registration process provided

D) Provide true, complete, and current contact information

E) Agree to these Terms

4. **As a condition of your use of this Site, you warrant to LeapCaller that you:**

- Will only use the Site for lawful purposes in accordance with our Terms and conditions
- Agree with our online Privacy Policy
- Agree to honor our intellectual property rights
- Agree to provide us with accurate information as necessary for the proper conduct of our Site and product and to take responsibility for the information you provide
- Acknowledge that we may be unable to process and shall have no responsibility to process request the accuracy of which we cannot validate
- Will refrain from using profane, vulgar, inflammatory, libelous, or similarly discourteous language in any email or form entry created through the Site.

6. **Closure of your Account and Cancellations:** LeapCaller may terminate these Terms at any time and for any reason by giving notice to the other party. LeapCaller may suspend or terminate your access to the Account at any time, with or without cause. Suspension or termination of access to an Account will also disable the functionality of all products and services, including, but not limited to, any active links, emails, SMS, voice, or hosted web page content. To ensure the total closure of your Account, you must provide notice to LeapCaller through the management tools in your Account. Cancellation must be done by the customer by accessing the billing portal in your account settings, then clicking on the cancelation button and confirming the action at this point your LeapCaller account will be terminated at the end of the current billing period but can be reactivated by clicking the resume button in the billing dashboard under the Account settings. This cannot and will not be done via Phone call or Email and must be completed by the Customer in the LeapCaller billing dashboard. LeapCaller shall have no liability to you for fees paid on Accounts that were not properly canceled in accordance with these Terms. If LeapCaller chooses to terminate the Terms or the Agreements as a result of an action that we believe is a breach of these Terms or any part of any Agreement, we shall have no liability to you to provide any access to the Account, data from the Account, or a refund for any outstanding monetary balance associated with your Account.

- 7. Payments:** A valid credit card is required for paying accounts unless otherwise specified. The service is billed in advance on a monthly or yearly basis. LeapCaller reserves the right to terminate or suspend any account for non-payment of dues.

All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties. LeapCaller does not accept any liability for loss of Content by downgrading your service.

LeapCaller reserves the right to change service fees upon 30 days' notice. Such notice may be provided at any time by positing changes to the website of the platform itself.

The user is solely responsible for all charges, fees, and taxes arising out of any use of your Account by you or anyone else using your Account. LeapCaller reserves the right to modify any fees, provided notice is given either by email or through the website. Fees will be paid in advance of any services being provided. LeapCaller currently accepts Visa, MasterCard, and American Express credit cards, debit cards and checks. Additional processing fees may apply. We collect and remit sales tax, based on the billing address provided when making a purchase on the Website. Prices on the website do not include taxes.

Refunds: In general, there are no refunds for subscription fees paid to LeapCaller. LeapCaller cannot refund you if you cancel after your renewal date. LeapCaller reserves the right to deny any refund request not seen fit to the Terms of this agreement.

- 7. Account and Password Access Information:** You are solely responsible to keep your Account login and password information confidential, this includes the usernames and passwords of any Additional Users. You shall be solely liable for any activity that occurs under your Account via the primary login information or via any Additional User login information. We will accept the instructions of any individual who claims to be authorized to direct changes to your Account so long as they are logged into the Account as a user with administrative permissions and perform those changes via the web interfaces OR if we are contacted via email or phone and provided with identifying information, as determined by Us in Our sole discretion, that adequately demonstrates they are a member of the organization listed in the Account or message contents, and indicates they have sufficient authorization to perform such a change. In the case of a dispute of Account ownership, the person with access to the primary email address on the

Account will be considered the account holder. All disputes should be resolved externally. In all cases, you agree to notify us immediately of any unauthorized use of your Account or any other breach of security.

- 8. Ownership Restrictions:** LeapCaller owns, controls, licenses or has the right to use and provide the Services and all material on the Platform and Website, including without limitation text, images, articles, photographs, illustrations, audio and video clips, (collectively the “Content”). The Site is protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws, international conventions, and other copyright laws. LeapCaller is the owner of the copyright in the entire Site. LeapCaller owns a copyright in the selection, coordination, arrangement, and enhancement of the Site. You agree to abide by any and all copyright notices, information or restrictions displayed on the Site. You may not modify, create derivative works from, participate in the transfer or sale of, post on the World Wide Web, or in any way exploit the Site or any portion thereof for any public or commercial use without the express written permission of LeapCaller.
- 9. Personal Information We Collect:** We will ask you for certain kinds of personal information to provide the services you request.

They include: Account Information – You have the opportunity to create an account with us. You provide a username and password when creating your account, which you will use to access your account or to post comments on our website and to use certain parts of our website.

In creating this account, you authorize us to store your name, address, email address, telephone number, credit card information and other Personal Information that you may provide. The Personal Information provided by you is not used for any purpose other than as outlined. If you ever use a public computer to and access your Website account, we strongly encourage you to log out at the conclusion of your session. By doing so, although your information may still be stored with us, it will not be accessible to anyone else from that computer. We recommend you not to use public computers or public networks to log in to our system.

Email List – When you create an account, you can sign up for our promotional email mail

list. We do not sell or share your Personal Information with third parties. You may opt out of receiving promotional emails at any time. Either email us or click the “unsubscribe” button found at the bottom of the emails we send to unsubscribe.

Phone Lists – Before sending a text message, voice broadcast or call people, you will need to provide us with a list of phone numbers and other information for the people you would like to call. This information will not be shared with any third parties, pursuant to this privacy policy and our User Agreement.

Voice Broadcasts / Recordings – You will upload voice inputs (messages) in order to transmit them to the phone numbers you provide. We reserve the right to review these messages at any time and for any reason, particularly if we have reason to believe that messages are in violation of our User Agreement.

- 10. Your Security:** We strive to keep your Personal Information private and safe. We take commercially reasonable physical, electronic and administrative steps to maintain the security of Personal Information collected, including limiting the number of people who have physical access to database servers, as well as employing electronic security systems and password protections that guard against unauthorized access.

Unfortunately, despite our best efforts, the transmission of data over the Internet cannot be guaranteed to be 100% secure. While we will use every reasonable means to ensure the security of information you transmit through the Website, we cannot guarantee that such information will not be intercepted by third parties. We will, however, prosecute any unauthorized or fraudulent transactions to the fullest extent permitted by law.

- 12. No Warranty:** LeapCaller reserves the right to change, suspend, or cease the offering of any of the services at any time for any reasons without prior notice. While LeapCaller uses many layers of physical and online security, it cannot guarantee the full integrity of data and is not liable for any possible breaches of security. The user acknowledges that the communications in the services are unencrypted and that third party breaches are possible, yet unlikely. The user agrees to indemnify and hold harmless LeapCaller and its affiliates and each of its officers, directors, and employees, from and against any and all

losses, claims, obligations, liabilities, damages, settlements, and costs and expenses arising from use of the product and its services.

13. **Termination, Cancellation, Suspension:** If the user breaches any of the conditions detailed within the Terms, we have the power to suspend, cancel, or terminate the use of LeapCaller services. At this time, any accrued charges are to be paid in full, even in the event of account termination and cancellation. Upon termination, the user will immediately cease user LeapCaller and its services, and LeapCaller will no longer be obligated to support the client.