



## 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 [rsweeney@hellospoke.com](mailto:rsweeney@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 HELLOSPOKE'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 HELLOSPOKE 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 HELLOSPOKE OR CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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.

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](http://www.hellospoke.com/terms). Relevant parties will be updated via email upon any posted changes.