

Email Hygiene Terms & Conditions

Effective 03/2021

BY EXECUTING AN INSERTION ORDER OR BY ACCESSING OR OTHERWISE USING ANY OF THE FRESHADDRESS, LLC EMAIL HYGIENE SERVICES YOU ARE CONFIRMING THAT YOU HAVE VIEWED AND ACCEPTED THESE TERMS AND CONDITIONS AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT ACCESS, OR OTHERWISE USE ANY FRESHADDRESS, LLC SERVICES.

The term “**CLIENT**” shall mean Company as listed in the Insertion Order and the term “**COMPANY’S CLIENT(S)**” shall mean recipient client(s) of said Company, if any.

The term “**SERVICE PROVIDERS**” shall mean third party data, technology or service partners of either party directly engaged in performing services specifically for this account, each of which must have executed confidentiality agreements with said party with substantially the same terms and conditions detailed herein.

CLIENT WARRANTY:

CLIENT warrants that (a) it is a duly formed entity (i.e., corporation or limited liability company) in good standing under the laws of the state of its incorporation or organization; (b) it is qualified to transact business in all states and countries where the ownership of its properties or nature of its operations requires such qualification; (c) it has full power and authority to enter into and perform the Agreement; (d) the execution and delivery of the Agreement have been duly authorized; and (e) **CLIENT** does not use a post office box address.

TERMS & CONDITIONS:

Whereas **CLIENT** desires to engage FreshAddress, LLC to provide business service under the terms and conditions of this Agreement, for good consideration the parties agree as follows:

SAFETOSEND® AUTOMATED SERVICE:

When utilized by **CLIENT**, the FreshAddress, LLC SafeToSend® Automated (“**SERVICE**”) will examine provided email addresses (each a “Lookup”) and flag warnings, blocked, and bad email addresses identified through our email list hygiene processes and provide corresponding corrected addresses based on our email address typo correction technology (“Results”). For batch file inputs, these Results will be automatically returned to an FTP account designated by **CLIENT** and a summary report will be emailed to **CLIENT’S** technical contact.

Batch file inputs may contain up to 20,000,000 email addresses per file. For inputs submitted via a FreshAddress computer software application accessible via web browser and integrated with a third-party email database management platform (“Web Application”), these Results will be automatically returned to the platform on which the input request was initiated. **CLIENT** may return addresses incorrectly flagged SafeToSend provided that 1) The hard bounce is returned to FreshAddress, LLC within 10 business days of **CLIENT’S** receipt of the SafeToSend finding on the email address; 2) The hard bounces for credit are submitted to FreshAddress’s Client Portal or SFTP server for **CLIENT** in a tab-

delimited text file, containing each email address that hard bounced along with **CLIENT'S** Email Service Provider's associated bounce code and the timestamp of the real-time validation request or the FreshAddress job number under which the email address was processed, as applicable, for each said email address. **CLIENT** must notify helpdesk@freshaddress.com once the hard bounces for credit are delivered. The credit will be applied towards invoices outstanding over the following twelve months. If **SERVICE** is provided on Prepaid Terms (as described in PREPAID TERMS below, if applicable), the credit will be applied to **CLIENT'S** Lookup account balance. **CLIENT** understands that FreshAddress, LLC can make no warranties that any and all "spamtraps" and/or "honeypot" email addresses that exist on **CLIENT'S** file for processing will be identified for removal.

SAFETOSEND® MANAGED SERVICE:

FreshAddress, LLC will flag duplicates, warnings, blocked, and bad email addresses identified through our email list hygiene processes and provide corresponding corrected addresses based on our email address correction technology ("Results"). Within ten business days of receipt of results, **CLIENT** may return hard bounces originating from the SafeToSend Results file provided that the hard bounces are submitted to FreshAddress's FTP server for **CLIENT** in a tab-delimited text file, containing each email address that hard bounced along with **CLIENT'S** Email Service Provider's associated bounce code for credit towards the current invoice, subject to the Project Minimum. **CLIENT** must notify listprocessing@freshaddress.com once the hard bounces for credit are delivered. Only one hard bounce file for file can be submitted per job. **CLIENT** understands that FreshAddress, LLC can make no warranties that any and all "spamtraps" and/or "honeypot" email addresses that exist on **CLIENT'S** file for processing will be identified for removal.

SAFETOSEND+ SERVICE:

When utilized by **CLIENT**, the FreshAddress, LLC SafeToSend+ email hygiene service ("SafeToSend+") will monitor email addresses that have been previously processed through FreshAddress's SafeToSend® Service and returned as Results determined to be valid or Valid SafeToSend. On a monthly basis, SafeToSend+ will flag problematic and other deliverable but undesirable email addresses identified through our email list hygiene processes. Monthly status reports as well as

alerts in case of issues found will be emailed to the **CLIENT'S** technical contact; **CLIENT** may access a data file of flagged email addresses ("Results") by requesting this via the SafeToSend+ web interface and downloading the requested file from **CLIENT'S** assigned FTP.

SafeToSend+ will monitor the following email addresses:

- Valid and Valid SafeToSend email addresses provided as past Results that FreshAddress, LLC has retained (i.e., that have not been destroyed in accordance with the FreshAddress, LLC Data Destruction Policy)
- Valid and Valid SafeToSend email addresses provided as past Results that FreshAddress, LLC has not retained, but which **CLIENT** loads to the SafeToSend+ platform
- Any Valid and Valid SafeToSend email addresses that **CLIENT** receives as Results in the future by using the SafeToSend service

CLIENT understands that FreshAddress, LLC can make no warranties that any and all “spamtraps” and/or “honeypot” email addresses that exist on **CLIENT’S** file for processing will be identified for removal.

Within 5 business days of receipt and verification of the Input File, FreshAddress will load said data to the SafeToSend+ platform and that shall serve as the service start date (“**SERVICE START**”) and the beginning of the recurring billing period for applicable fees.

LICENSE TO CLIENT:

FreshAddress, LLC hereby grants to **CLIENT** a non-exclusive, non-transferable, royalty-free license, exercisable solely during the term of this Agreement, to use applicable FreshAddress, LLC technology solely for the purpose of accessing and using the **SERVICE** (the “License”). The License is only for **CLIENT’S** direct use, and, except in the case in which **CLIENT** is reselling FreshAddress, LLC’s **SERVICE** to **COMPANY’S CLIENT(S)** as otherwise allowed herein, neither the Results, the data obtained from the **SERVICE**, nor the License may be, directly or indirectly, utilized, disclosed, duplicated, disseminated, sold and/or otherwise made available to any third party. **CLIENT** is responsible for all usage of **SERVICE** under **CLIENT’S** account, even if unplanned, unintended, or unauthorized. Usage is defined as all requests received by the **SERVICE**, even if duplicated or rate limited. DAILY USAGE IS MONITORED, AND FRESHADDRESS, LLC WITHOUT ADVANCE NOTICE MAY HALT OR CAP **SERVICE** AT ANY TIME IF FRESHADDRESS, LLC REASONABLY SUSPECTS MISUSE.

START DATE- SAFETOSEND-AUTOMATED SERVICE:

Within five business days after mutual execution of the Insertion Order **CLIENT** shall complete an account setup survey and shall provide to FreshAddress, LLC, where applicable: payment of initial Lookup purchase and a technical contact. Then within five business days of receipt and verification of this information, FreshAddress, LLC shall provide **CLIENT** with account details and a license to remotely access the **SERVICE** through a single user account. This shall serve as the start date (“**START DATE**”) and will be the beginning of the recurring billing period for applicable fees. If **SERVICE** will be accessed via Web Application, then **CLIENT** is not required to complete an account setup survey, and **START DATE** shall be the date of mutual execution of this agreement. If the Commitment on page 1 is for one or more years and **CLIENT** does not complete the account setup survey within five business days after mutual execution of this Agreement, FreshAddress, LLC shall provide **CLIENT** with account details and a license to remotely access the **SERVICE** through a single user account this shall serve as the start date (“**START DATE**”) and will be the beginning of the recurring billing period for applicable fees.

PREPAID TERMS:

If the Commitment on the Insertion Order specifies a minimum initial Lookup purchase or if **SERVICE** will be provided via Web Application, then the **SERVICE** shall only be provided on Prepaid Terms. FreshAddress, LLC must receive payment prior to providing **SERVICE**. All prepaid amounts are non-refundable.

CLIENT will use best efforts to accurately calculate the number of Lookups needed to process its email addresses and purchase the amount of Lookups that most accurately fits **CLIENT’S** needs. **CLIENT** understands that any utilization of **SERVICE** is subject to the stated Monthly Usage Minimum. On the first calendar day of each month, usage for the previous month will be reviewed and if necessary,

Lookups will be subtracted from **CLIENT'S** Lookup balance to meet the stated Monthly Usage Minimum. **CLIENT** must have a positive Lookup balance to utilize the **SERVICE**.

PRICING AND PAYMENT:

FreshAddress, LLC offers its services to **CLIENT** in accordance with the price listed on the Insertion Order, which may be revised by FreshAddress, LLC with thirty (30) days advance written notice. In the event FreshAddress, LLC raises its pricing, **CLIENT** shall have the right to terminate this Agreement by written notice during said thirty (30) day period without penalty or cancellation fees of any kind. Fees for usage shall be billed monthly. This includes duplicated usage. Restrictive endorsements or other statements on checks accepted by FreshAddress, LLC will not apply. **CLIENT** shall pay FreshAddress, LLC at the rates and charges specified in this Agreement, with no deductions, no setoffs and/or no delay for any reason. Invoices not paid within thirty (30) days of the due date will incur a finance charge at the rate of one and one-half percent (1.5%) per month or equal to the highest rate permitted by law (whichever is less) on any outstanding overdue balance. **CLIENT** shall also pay FreshAddress, LLC's costs of collection of such outstanding sums, including without limitation, attorneys' fees. All payments due hereunder are in U.S. dollars and are exclusive of any applicable taxes. **CLIENT** shall be responsible for all applicable taxes. **CLIENT** agrees that FreshAddress, LLC can assign its receivables to a third party if not paid within forty-five (45) days. If it becomes necessary for FreshAddress, LLC to use a collection agent or an attorney, **CLIENT**, consents to, and waives any objection to, personal jurisdiction and venue in the state courts of the Commonwealth of Massachusetts for purposes of any action seeking payment under this Agreement, and further agrees to pay a minimum twenty percent (20%) attorneys'/collection fee.

If **CLIENT** disputes charges on any invoice, **CLIENT** must notify FreshAddress, LLC in writing of the dispute within ten (10) business days of the later of the date the Results or the invoice was provided to **CLIENT**, or else **CLIENT** waives its right of disputing invoice amount or any problems with the Results.

DELINQUENT ACCOUNTS AS WELL AS ACCOUNTS NOT USED IN ANY SIX-MONTH PERIOD SHALL BE CLOSED AT FRESHADDRESS, LLC'S SOLE AND ABSOLUTE DISCRETION AT WHICH TIME ANY LOOKUPS PREVIOUSLY PURCHASED SHALL BE FORFEITED.

TERM & TERMINATION:

This Agreement shall automatically self-renew for successive periods equal to the Term. Either party may terminate this Agreement, with or without cause, on the last day of the month following the date on which written notice is given to the other party provided that all amounts due hereunder prior to the effective date of termination shall be due and payable as of said termination date. If **CLIENT** terminates this Agreement without fulfilling its one-time Commitment per the Insertion Order, under Commitment, **CLIENT** shall pay a Cancellation Fee, if specified, and **CLIENT** shall forfeit all unused prepaid Lookups, if any. Upon termination of this Agreement, neither party shall have any further rights or obligations under this Agreement, except as expressly set forth herein.

SERVICE LEVEL AGREEMENT (SLA) – SAFETOSEND- AUTOMATED SERVICE:

While some planned and unplanned downtime is unavoidable, FreshAddress, LLC guarantees **SERVICE** will be available at least 99% of the time as averaged over a calendar month.

In addition:

- If **SERVICE** is implemented by **CLIENT** in real-time, rates above the default setting of 5 concurrent Lookups per second may be subject to rate limiting to protect the integrity of the service.
- If **SERVICE** is implemented by **CLIENT** in batch file inputs, **SERVICE** is guaranteed to process at least 500,000 email addresses per 24 hour period.

If these guarantees are not met, **CLIENT** may request a pro rata credit by contacting FreshAddress, LLC by written notice sent to “helpdesk@freshaddress.com” within two business days of discovery. Written notice must contain documentation, such as a ping or 3rd party monitor, which clearly demonstrates the failure of the service to deliver the guaranteed capacity and/or availability. FreshAddress, LLC may take any reasonable measures to investigate reported outages and may request additional information from **CLIENT** prior to honoring the credit request. If **CLIENT** provides said notice for two consecutive calendar months, **CLIENT** may terminate the Agreement without a cancellation fee within the next thirty days and will be refunded a pro rata amount for any prepaid services not yet rendered.

CONFIDENTIALITY:

FreshAddress, LLC and **CLIENT** may provide one another with confidential information including but not limited to computer programs, software development, business information, names, email addresses, web sites, as well as other information which is proprietary to either FreshAddress, LLC and/or **CLIENT** (“Confidential Information”). Both FreshAddress, LLC and **CLIENT** agree not to disclose any Confidential Information received by it to third parties, other than necessary **SERVICE PROVIDERS**, without the prior written permission of the other party. Each party agrees that upon termination of this Agreement to return, upon request, any and all Confidential Information provided by the other as well as delete any and/or all references from any paper medium, electronic and/or storage means upon which the party indirectly and/or directly stored the Confidential Information.

CLIENT REPRESENTATIONS, WARRANTIES, AND RESPONSIBILITIES:

CLIENT hereby represents and warrants to FreshAddress, LLC, and agrees that: (a) **CLIENT** has used its best efforts to ensure that all information transmitted to FreshAddress, LLC is and will at all times remain free of all computer viruses, worms, trojan horses and other malicious code; (b) any data provided by **CLIENT** to FreshAddress, LLC for processing has been legally obtained and that any use of the **SERVICE** and/or Results will comply with all applicable privacy and data protection laws, rules, and regulations; (c) **CLIENT** shall not use Results to develop a competing service or, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive or determine database values, source code or other trade secrets from any of the FreshAddress, LLC technology; (d) **CLIENT** understands **SERVICE** should be integrated with timeouts & error-checking so that unexpected network latency or **SERVICE** unavailability will not adversely impact **CLIENT’S** or COMPANY’S **CLIENT(S)** or users’ experience; (e) where **CLIENT** is reselling **SERVICE**, **COMPANY’S CLIENT(S)** will be aware Results are a product of FreshAddress, LLC and Results will be provided without modification; (f) all submitted data shall contain only the data fields necessary for processing and shall be void of sensitive information, such as social security numbers, credit card numbers, financial information, birth dates and medical information – files that contain unnecessary sensitive data in any data field will be destroyed upon receipt. **CLIENT** will promptly pickup Results and **CLIENT** understands FreshAddress, LLC implements routine data destruction.

CLIENT is solely responsible for the quality, performance and all other aspects of the goods or services provided through the **CLIENT** web site.

CLIENT represents and warrants that, it has implemented and maintains an information security program that contains administrative, technical, and physical safeguards that are appropriate to its size and complexity, the nature and scope of its activities, and the sensitivity of any customer information at issue sufficient to protect the confidentiality of the Results.

CLIENT will cooperate fully with FreshAddress, LLC in connection with FreshAddress, LLC' s performance of the **SERVICE**. **CLIENT** must provide any equipment or software that may be necessary for **CLIENT** to use the **SERVICE**. Delays in **CLIENT'S** performance of its obligations under this Agreement will extend the time for FreshAddress, LLC' s performance of its obligations that depend on **CLIENT'S** performance on a day for day basis. **CLIENT** will promptly notify FreshAddress, LLC of any change in **CLIENT'S** anticipated usage volumes, mailing address, telephone, email address or other contact or technical information.

CLIENT assumes full responsibility for providing **COMPANY'S CLIENT(S)** or end users with any required disclosure or explanation of the **SERVICE**, as well as any rules, terms or conditions of use.

CLIENT is also responsible for ensuring that the necessary aspects of the **CLIENT** web site and/or servers are compatible with the hardware and software used by FreshAddress, LLC to provide the **SERVICE**. This hardware and software may change from time to time, and FreshAddress, LLC will provide thirty (30) days notice of such changes, when practical. FreshAddress, LLC shall not be responsible for any damages to the **CLIENT** content, the **CLIENT** or **COMPANY'S CLIENT(S)** web site or server or other damages or any malfunctions or service interruptions caused by improper integration or incompatibilities with the hardware and software used by FreshAddress, LLC to provide the **SERVICE**.

FreshAddress, LLC represents and warrants that it has the necessary title and rights to provide the **SERVICE** and all services contemplated hereunder and that the **SERVICE** and the services provided pursuant to this Agreement shall not infringe on any third party intellectual property rights.

LICENSE TO FRESHADDRESS, LLC:

CLIENT hereby grants to FreshAddress, LLC a non-exclusive, royalty-free, worldwide right and license during the term of this Agreement to do the following to the extent necessary in the performance of **SERVICE**: (a) digitize, convert, upload, analyze, summarize, select, order, arrange, compile, combine, reproduce, store, process, retrieve, and transmit the content **CLIENT** has delivered to FreshAddress, Inc; and (b) make archival or back-up copies.

Providing all of the following is anonymized without any reference to **CLIENT** and excludes any personally identifiable information, any feedback, answers, questions, comments, suggestions, ideas or the like which **CLIENT** sends to FreshAddress, LLC relating to the performance of the **SERVICE**, as well as summary data derived from the performance of the **SERVICE**, will be treated as being non-confidential and non-proprietary. FreshAddress, LLC may use, disclose or publish any ideas, concepts, know-how or techniques contained in such information for any purpose whatsoever.

MARKETING:

CLIENT will display a “powered by FreshAddress, LLC” logo or disclosure on the same page as **CLIENT’S** data collection form whenever the **SERVICE** is directly used on a web form. **CLIENT** agrees that during the term of this Agreement FreshAddress, LLC may publicly refer to **CLIENT**, orally and in writing, in connection with the general nature of our relationship & service provided. Any other public reference to **CLIENT** by FreshAddress, LLC requires the written consent of **CLIENT**. FreshAddress, LLC agrees that during the term of this Agreement **CLIENT** may publicly refer to FreshAddress, LLC, orally and in writing, as a service provider of **CLIENT**. Any other public reference to FreshAddress, LLC by **CLIENT** requires the written consent of FreshAddress, LLC. Each party’s trademarks, tradenames, service marks, logos, other names and marks, and related product and service names, design marks and slogans are the sole and exclusive property of said party. Except as otherwise detailed herein, neither party may use any of the foregoing in any advertising, publicity or in any other commercial manner without the prior written consent of the other party.

WARRANTY:

NEITHER FRESHADDRESS, LLC NOR ITS **SERVICE** PROVIDERS MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE **SERVICES**, RESULTS OR ANY SOFTWARE PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF ACCURACY, COMPLETENESS, CURRENTNESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. FRESHADDRESS, LLC DOES NOT WARRANT THAT THE **SERVICES** WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE.

LIMITATION OF LIABILITY:

IN NO EVENT WILL FRESHADDRESS, LLC’ S LIABILITY IN CONNECTION WITH THE **SERVICES**, WHETHER CAUSED BY FAILURE TO DELIVER, NON-PERFORMANCE, DEFECTS, BREACH OF WARRANTY OR OTHERWISE, EXCEED THE AGGREGATE **SERVICE** FEES PAID TO FRESHADDRESS, LLC BY **CLIENT** DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

FRESHADDRESS, LLC CANNOT GUARANTEE CONTINUOUS **SERVICE**, **SERVICE** AT ANY PARTICULAR TIME, INTEGRITY OF DATA, INFORMATION OR CONTENT STORED OR TRANSMITTED VIA THE INTERNET. FRESHADDRESS, LLC WILL NOT BE LIABLE FOR ANY UNAUTHORIZED ACCESS TO, OR ANY CORRUPTION, ERASURE, THEFT, DESTRUCTION, ALTERATION OR INADVERTENT DISCLOSURE OF, DATA, INFORMATION OR CONTENT TRANSMITTED, RECEIVED OR STORED ON ITS SYSTEM.

NEITHER PARTY SHALL BE LIABLE IN ANY WAY TO THE OTHER OR ANY OTHER PERSON OR ENTITY FOR ANY LOST PROFITS OR REVENUES, LOSS OF USE, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, LICENSES OR **SERVICES** OR SIMILAR ECONOMIC LOSS, OR FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES OF ANY NATURE, WHETHER FORESEEABLE OR NOT, UNDER ANY WARRANTY OR OTHER RIGHT HEREUNDER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THE **SERVICE** OR ANY ORDER, OR FOR ANY CLAIM AGAINST THE OTHER PARTY BY A THIRD PARTY, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES. **CLIENT** SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS FRESHADDRESS, LLC AND ITS **SERVICE** PROVIDERS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, JUDGEMENTS, LIABILITY, DAMAGES, LOSSES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY’S FEES, ARISING OUT OF OR RESULTING FROM **CLIENT’S** USE OF THE **SERVICE**.

MUTUAL INDEMNIFICATION:

The parties agree to mutually indemnify each other for actual damages sustained as a result of any breaches of this Agreement caused by gross negligence or bad faith.

MISCELLANEOUS:

Independent Contractor. FreshAddress, LLC and **CLIENT** are independent contractors and nothing contained in this Agreement places FreshAddress, LLC and **CLIENT** in the relationship of principal and agent, master and servant, partners or joint venturers. Neither party has, expressly or by implication, or may represent itself as having, any authority to make contracts or enter into any agreements in the name of the other party, or to obligate or bind the other party in any manner whatsoever.

Governing Law: Jurisdiction. Any controversy or claim arising out of or relating to this Agreement, the formation of this Agreement, or the breach of this Agreement, including any claim based upon or arising from an alleged tort, shall be governed by the substantive laws of the Commonwealth of Massachusetts without reference to principles of conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, ANY SUIT, ACTION OR PROCEEDING CONCERNING THIS AGREEMENT MUST BE BROUGHT IN A MASSACHUSETTS STATE OR FEDERAL COURT LOCATED IN MIDDLESEX COUNTY, MASSACHUSETTS AND EACH OF THE PARTIES HEREBY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS (AND OF THE APPROPRIATE APPELLATE COURTS THEREFROM) IN ANY SUCH SUIT, ACTION OR PROCEEDING AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT ANY SUCH SUIT, ACTION OR PROCEEDING WHICH IS BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

Mandatory Arbitration. Notwithstanding the above, each party agrees that any dispute other than related to payment issues between the parties arising out of this Agreement or in any manner relating to the **SERVICE** must be submitted by the parties to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, before a single arbitrator, appointed in accordance with such rules. Costs of arbitration services shall be shared equally between the parties. Judgment upon the award may be entered in any court having jurisdiction thereof. Any such arbitration will be held in Boston, Massachusetts. Any action filed by either party in any court in violation of this Section should be dismissed pursuant to this Section.

Entire Agreement; Amendments. THIS AGREEMENT SUPERSEDES ALL PRIOR DISCUSSIONS, NEGOTIATIONS AND AGREEMENTS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, AND THIS AGREEMENT CONSTITUTES THE SOLE AND ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE MATTERS COVERED HEREBY. In case of a conflict between this Agreement and any purchase order, service order, work order, confirmation, correspondence or other communication of **CLIENT** or FreshAddress, LLC, the terms and conditions of this Agreement shall control. No additional terms or conditions relating to the subject matter of this Agreement shall be effective unless approved in writing by the authorized representatives of **CLIENT** and FreshAddress, LLC.

Severability. All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

Notices. All notices and demands required or contemplated hereunder by one party to the other shall be in writing and shall be deemed to have been duly made and given upon date of delivery if delivered in person or by an overnight delivery or postal service, or upon the expiration of five days after the date of posting if mailed by certified mail, postage prepaid, to the addresses set forth below the parties' signatures. Either party may change its address for purposes of this Agreement by notice in writing to the other party as provided herein. FreshAddress, LLC may give written notice to **CLIENT** via e-mail to the **CLIENT'S** e-mail address as maintained in FreshAddress, LLC's billing records.

Waiver. No failure or delay by any party hereto to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy by any party preclude any other or further exercise thereof or the exercise of any other right or remedy. No express waiver or assent by any party hereto to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.

Assignment; Successors. Except in the event of a sale of the majority of a party's assets or stock, neither party may assign or transfer this Agreement, or any of its rights or obligations hereunder, without the prior written consent of the other party, which consent may not be unreasonably withheld, delayed or denied. Any attempted assignment in violation of the foregoing provision shall be null and void and of no force or effect whatsoever. Each party may engage **SERVICE PROVIDERS** in performing its duties and exercising its rights hereunder, without the consent of the other party. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Insertion Orders. These Terms and Conditions shall be deemed incorporated by a reference into any other orders for data referring to this Agreement ("Insertion Order"). Each Insertion Order together with these Terms and Conditions shall be collectively known as the "Agreement."

Headings. The headings herein are for convenience only and are not part of this Agreement.

Limitation of Actions. No action, regardless of form, arising by reason of or in connection with this Agreement may initially be brought by either party more than one year after the cause of action has arisen.

Counterparts. If this Agreement is signed manually, it may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. If this Agreement is signed electronically, FreshAddress, LLC's records of such execution shall be presumed accurate unless proven otherwise.

Force Majeure. Neither party is liable for any default or delay in the performance of any of its obligations under this Agreement (other than failure to make payments when due) if such default or delay is caused, directly or indirectly, by forces beyond such party's reasonable control, including, without limitation, fire, flood, acts of God, labor disputes, accidents, acts of war or terrorism, interruptions of transportation or communications, supply shortages or the failure of any third party to perform any commitment relative to the production or delivery of any equipment or material required for such party to perform its obligations hereunder.

Our Privacy Policy may be viewed [here](#)

For customers who are sending data to FreshAddress for processing and need to be compliant with GDPR please [download](#), sign, and return a copy of our DPA here. Return a signed copy to security@freshaddress.com or fax to 617.965.4551.