

Terms Of Service

Last Updated APRIL 2023

It's important that you review and understand these terms before using our platform and services. If you don't agree to these terms, don't accept them, make a platform account, or use our platform or services.

Only the terms on the right are legally binding. The terms on the left are not legally binding. They are only provided for your convenience. If you have questions about what the terms on the right mean, you should talk to a lawyer.

We might update these terms from time to time. We'll let you know when we do. If you keep using the platform after we update the terms, that means you agree to the updated terms.

Always speak to a lawyer to make sure you understand and comply with these terms. Note that there are terms included here that limit your rights, such as warranty disclaimers, limitations of liability, and a mandatory arbitration clause.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. ONCE ACCEPTED, THESE TERMS OF SERVICE, IN COMBINATION WITH OUR [PRIVACY POLICY](#), [DATA PROCESSING AGREEMENT](#), AND [AFFILIATE AGREEMENT](#) (COLLECTIVELY THE "TERMS"), BECOME A BINDING LEGAL COMMITMENT BETWEEN YOU (OR THE BUSINESS ENTITY THAT YOU REPRESENT) AND C4 SaaS, INC AND ITS RESPECTIVE OFFICERS, DIRECTORS, SUCCESSORS AND ASSIGNS (HEREINAFTER REFERRED TO AS "C4 SaaS," "WE" OR "US") AND WILL GOVERN YOUR ACCESS TO AND USE OF THE PLATFORM AND ALL OTHER INTERACTIONS WITH C4 SaaS RELATED TO THE PLATFORM.

ONLY THE TERMS IN THIS RIGHT COLUMN ARE LEGALLY BINDING. THE EXPLANATIONS IN THE COLUMN TO THE LEFT ARE FOR INFORMATIONAL PURPOSES ONLY AND NON-BINDING.

IF YOU DO NOT AGREE TO THESE TERMS, YOU SHOULD NOT ACCEPT THEM, CREATE AN ACCOUNT, OR USE THE PLATFORM. IN THE EVENT OF A CONFLICT BETWEEN THESE TERMS OF SERVICE AND THE ADDITIONAL AGREEMENTS INCORPORATED HEREIN BY REFERENCE, THESE TERMS OF SERVICE SHALL PREVAIL.

C4 SaaS reserves the right to make changes to these Terms at any time. All changes are effective immediately when posted. Your continued use of the Platform following the

posting of any revised Terms constitutes your acceptance and agreement to the updated Terms.

You should consult a lawyer for legal advice to ensure your use of the Platform complies with these Terms and applicable law.

You have to be at least 18 years old to use our platform and services.

1. Use of Platform

1.1. Age Restrictions. You must be at least 18 years old to use the Platform. By accepting these Terms, creating a Platform Account, or using the Platform, you represent that you are at least 18 years old. You must not create a Customer account unless you are at least 18 years of age. If you are a parent or legal guardian permitting a person who is at least 13 years of age but under 18 years of age (a "Minor") create a Customer account and/or use the Platform, you agree to: (i) supervise the Minor's use of the Platform and their account; (ii) assume all risks associated with, and liabilities resulting from, the Minor's use of the Platform and their Customer account; (iii) ensure that the content on the Platform is suitable for the Minor; (iv) ensure all information submitted to us by the Minor is accurate; and (v) provide the consents, representations and warranties contained in the Terms on the Minor's behalf.

The person who accepts these terms is the owner of the platform account. If you accepted the terms on behalf of a business entity, the business entity is the owner of the platform account.

1.2. Platform Account Ownership. Your use of the Platform is conditioned on your provision of complete, current, and accurate information when registering for a Platform Account. The Platform is intended for business use or in connection with an individual's trade, craft, or profession. As the individual who accepts these Terms, You are the owner of the Platform Account unless You are acting on behalf of a business entity, in which case, the business entity is the owner of the Platform Account. If You accept these Terms on behalf of a business entity, You represent and warrant that you have the authority to bind the business entity to these terms.

You can't use our platform in a way that breaks our rules or the law. You are responsible for making sure you and your customers' use of the platform and services is compliant with applicable laws and regulations.

1.3. Intended Use. You and your customers may use the Platform only as intended for lawful purposes and in accordance with these Terms. You agree that You and Your customers will not use the Platform in any way that violates any applicable law or regulation or engage in any Prohibited Uses. In addition, you represent and warrant that: (i) You and

Your customers will maintain in effect all licenses, permissions, authorizations, consents, and permits necessary to carry out the obligations under these Terms; (ii) You are fully responsible for your actions and the actions of your employees, agents, and customers who use of the Platform; (iii) You are fully responsible for the use of the Platform by your customers; (iv) You, your employees, agents and customers will not misrepresent the Platform or the Services; (v) You will provide these Terms to your employees, agents, and customers and confirm that all employees, agents, and customers understand that they are subject to these Terms if they use or offer access to the Platform; (vi) You own or control all rights in and to all content you provide to C4 SaaS, including, but not limited to, any code provided to customize the Platform for your customers; (vii) You will be solely responsible for your use of the Platform, including the quality and integrity of any data and other information, including Information, made available to us by or for you through the use of the Platform; and (viii) You, your employees, and your customers will provide reasonable cooperation regarding information requests from law enforcement, regulators, or telecommunication provider

We take privacy seriously. Make sure to read our Privacy Policy and Data Processing Agreement.

You also need to have a Privacy Policy of your own that you make available to your customers.

1.4. Privacy. By using the Platform and providing Information on or through the Platform, you consent to C4 SaaS's use and disclosure of the Information in accordance with the Privacy Policy available here and incorporated herein by reference. You agree that C4 SaaS has no responsibility or liability for the deletion or failure to store any Information or content maintained or transmitted on or through the Platform. When you provide your customers with access to the Platform, you must implement and enforce your own Privacy Policy, providing the level of protection at least equal to that provided to you by C4 SaaS. You must obtain consent from your customers, affirmatively acknowledging that your customers agree to be bound by your privacy policy. You represent and warrant that you have provided, and will continue to provide, adequate notices and have obtained, and will continue to obtain, the necessary permissions and consents to provide your customers' data to us for use and disclosure in accordance with these Terms and our Privacy Policy.

Keep your Login Credentials confidential. Let us know if you think someone has gained unauthorized access to your account.

1.5. Login Credentials. You are responsible for maintaining the confidentiality of your Login Credentials. You are responsible for all uses of your Platform Account and Login Credentials, whether or not authorized by you. You agree to notify C4 SaaS immediately of any unauthorized access to or use of your Platform Account or Login Credentials or any other breach of security. C4 SaaS reserves the right to disable your Login Credentials at any time in its sole discretion for any or no reason, including if, in C4 SaaS's opinion, you have violated any provision of these Terms. Platform Accounts are non-transferable. You

are obligated to take preventative measures to prohibit unauthorized users from accessing your Platform Account with your Login Credentials.

We are a platform provider ONLY. We don't originate, send, or deliver any communications on your behalf. If you use any of the communication services features on our platform, you are responsible for making sure your communications comply with applicable laws, including but not limited to the Telephone Consumer Protection Act ("TCPA") and CAN-SPAM Act.

1.6. Use of Communication Services. The Platform may include certain communications features such as SMS, MMS, email, voice call capabilities and other methods. If You use these features, You agree that You are exclusively responsible for all communications sent using the Platform, including compliance with all laws governing those communications such as the Telephone Consumer Protection Act ("TCPA") and the CAN-SPAM Act. You represent and warrant that you understand and will comply with those laws. C4 SaaS is not responsible for your compliance with laws and does not represent that your use of the Platform will comply with any laws. C4 SaaS is a technology platform communication service application provider ONLY. C4 SaaS does not originate, send, or deliver any communications to any recipient via SMS, MMS, email, or other communication method. You control the message, timing, sending, fraud prevention, and call blocking. All communications, whether SMS, MMS, email or otherwise, are created by and initiated by you and/or your customers, whether generated by You or sent automatically via the Platform at Your direction.

Some features on our platform leverage third-party services. We are not in control of those third party services, so we're not liable for problems that arise from them.

By the way, if you have been assigned phone numbers or email addresses to be used through our platform, we might have to release those phone numbers or emails if you pause or delete your account, and the phone numbers or addresses may no longer be available if you reactivate or unpause your account.

1.7. Third Party Services. The Platform may leverage or include access to Third Party Services. C4 SaaS is not responsible for the usability or accessibility of Third Party Services. If you elect to pause or delete some or all of your Platform Account, certain features or functionality (such as LeadConnector phone numbers or email services) may not be retrievable upon reactivation. If you pause some or all of your Platform Account for more than thirty (30) days, and C4 SaaS is still incurring costs on your behalf related to Third Party Services (such as the costs of securing a particular phone number on your behalf), C4 SaaS reserves the right to release the phone number or delete some or all of your Platform Account in its sole discretion, without liability. C4 SaaS disclaims all liability related to outages or downtime of Third Party Services.

There might be content on our platform that was created or provided by third parties. We're not responsible or liable for that content.

1.8. Third Party Content. The Platform may include Third Party Content. Your use of Third Party Content is entirely at your own risk and discretion. All statements and opinions expressed in Third Party Content are solely the opinions and the responsibility of the third party and do not necessarily reflect the opinion of C4 SaaS. C4 SaaS is not responsible for Third Party Content and makes no endorsements, representations or warranties and assumes no liability, obligation or responsibility for Third Party Content. You are responsible for ensuring that your engagement or transactions with Third Party Content is in compliance with these Terms and any applicable laws.

If you customize the platform, make sure your customizations don't infringe anyone's intellectual property rights.

1.9. Customizations. Portions of the Platform may be modified by you, incorporating your name, logo, trademark, and color scheme into your individual access area within the Platform. You are solely responsible for copyright, trademark or other intellectual property concerns connected with you and your customers' customized look and feel of the Platform. You acknowledge that you may not be able to customize the Platform according to your unique branding to the extent that your customization would appear to be independently developed. C4 SaaS may remove any of your modifications at any time without advance notice and without liability to you.

If you use more data than what's contemplated by your pricing plan, you might be required to upgrade your plan.

1.10. Excessive Use Restrictions. We provide access to the Platform on a tiered-pricing basis, and some tiers can process more data with less impact on performance. We have no liability for the effect that your excessive data use may have on performance. If, in C4 SaaS's sole discretion, we determine that your data use is excessive, abusive, or has a negative effect on the Platform in anyway, we may (1) require that you upgrade your Services in order to continue your activity levels if your data use exceeds the intended use of your existing Platform tier or if C4 SaaS's operational costs to support your Platform usage exceeds the subscription price; (2) suspend or terminate your use of the Platform or Services, and/or (3) reduce the amount of data you are able to use.

We make regular updates to our platform, and sometimes those updates might affect the previous mode of operation of the platform.

1.11. Platform Updates. C4 SaaS reserves the right to make updates or changes to the Platform at anytime, including changes that may affect the previous mode of operation of the Platform. You agree that your use of the Platform or purchase of Services is not

contingent on C4 SaaS's delivery or release of any functionality or feature, including but not limited to the continuation of a certain Service or any third-party services.

We don't allow access to our platform by those located in embargoed countries.

You are responsible for compliance with any local laws that might be applicable to your use of the platform.

1.12. International Use. If you are in an embargoed country or are a sanctioned person or entity, you are prohibited from using the Platform. C4 SaaS makes no representation that materials on the Platform are appropriate or available for use in locations outside the United States. Those who choose to access the Platform from other locations do so on their own initiative and at their own risk. If you choose to access the Platform from outside the United States, you are responsible for compliance with local laws in your jurisdiction, including but not limited to, the taxation of products purchased over the Internet. Any offer for any product, Services, and/or information made in connection with the Platform is void where prohibited.

If you are authorized to resell access to the platform, you can't advertise prices that are lower than C4 SaaS's prices. There might be exceptions to this rule by law. We also reserve the right to make exceptions to the rule in our sole discretion, and we can revoke those exceptions at anytime.

2. Resale MAP Policy.

If you are authorized to resell access to a version of the Platform that is customized for or by You, You must comply with our Minimum Advertised Price Policy ("MAP Policy") as described below:

a. Minimum Advertised Price. You cannot advertise access to the Platform for an effective price that is less than the Standard Prices offered by C4 SaaS (the "MAP Policy"). Standard Price for one Sub-Account is \$97 USD for monthly subscriptions or \$970 USD for an annual subscription. C4 SaaS reserves the right to change its Standard Prices at any time, for any reason. In the event of a change to C4 SaaS's Standard Prices, you are responsible for ensuring your continued compliance with the MAP Policy. For the avoidance of doubt, C4 SaaS may run special pricing offers, promotions, or discounts from time-to-time ("Special Pricing"). C4 SaaS's use of Special Pricing does not create an exception to the MAP Policy. Any changes to this MAP Policy will be communicated by a change to these Terms or by other forms of communication deemed appropriate by C4 SaaS in its sole discretion.

b. Advertised Price and Final Sale Price. The price at which you are advertising access to the Platform is determined after deduction of coupon discounts, rebates, value of product giveaways, gift card amounts, and other promotional offers, that have the effect of lowering an advertised price ("Advertised Price"). The MAP Policy only applies to the Advertised

Price. The final price at which you resell access to the Platform (“Final Price”) is not subject to the MAP Policy.

c. Exceptions to MAP Policy.

a. C4 SaaS reserves the right to make exceptions to this MAP Policy at any time, for any reason, in its sole and absolute discretion. Such exceptions must be made in writing, and may be revoked at any time, for any reason, in its sole and absolute discretion.

b. The MAP Policy does not apply to Advertised Prices displayed at brick-and-mortar selling locations where the Advertised Price is not distributed or visible to customers outside said location, or where Final Prices are first disclosed to customers in “shopping carts” for web-based sales (so long as such Final Prices cannot be retrieved by search engines or otherwise displayed to customers).

c. This MAP Policy does not apply to advertising within any jurisdiction in which minimum advertised price policies are prohibited by law. It is a violation of this policy, however, to transmit an Advertised Price less than the MAP Policy from any such jurisdiction to customers in any jurisdiction in which the MAP Policy is permissible.

d. For sales into the European Union and United Kingdom, this MAP Policy does not prohibit you from offering customers discounts or communicating to customers that the Final Price could differ from the Advertised Price..

d. Resale Restrictions. When reselling access to the Platform, you agree that you are fully liable to your customers for their access to and use of the Platform, and you are solely responsible for the resolution of all customer disputes and inquiries. C4 SaaS may offer, but is not obligated, to assist in resolving customer disputes or inquiries in its sole discretion. If C4 SaaS determines, in its sole discretion, that you are failing to provide your customers with adequate resolutions to their disputes and inquiries, or if we receive complaints that you are not responding to legitimate customer disputes or inquiries, we may exercise our ability to terminate your Platform Account.

Do not pretend to be an employee or representative of C4 SaaS when reselling the platform.

e. You Are Not C4 SaaS. You are prohibited from representing yourself as a C4 SaaS employee or otherwise implying an association with C4 SaaS when reselling access to the Platform. You may not direct your customers to contact C4 SaaS for any reason, including but not limited to Platform support.

f. Suspension and Termination. We may suspend or terminate your ability to resell access to the Platform in our sole discretion, with or without notice, if you violate the MAP Policy or these Terms or for any other reason in our sole and absolute discretion.

Read this list carefully. These are behaviors that we do not tolerate by users of our platform. If you engage in any of these behaviors, we might terminate your platform account.

3. Prohibited Uses

The following are considered Prohibited Uses of the Platform. Engaging in a Prohibited Use is a material breach of this Agreement for which C4 SaaS may immediately suspend or termination your Platform Account in accordance with these Terms:

- Use of the Platform in any way that violates any applicable law or regulation.
- Use of the Platform to exploit, harm, or attempt to exploit or harm anyone in any way.
- Use of the Platform to send, receive, upload, download, use, or re-use any material that does not comply with these Terms.
- Use of the Platform to transmit, or procure the sending of, any unlawful advertising or promotional material, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- Impersonating or attempting to impersonate C4 SaaS, a C4 SaaS employee, another user or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- Engaging in any other conduct that restricts or inhibits anyone's use or enjoyment of the Platform
- Engaging in any conduct that would may, as determined by C4 SaaS, harm Platform users or C4 SaaS, or expose either to liability.
- Use of the Platform in any manner that could disable, overburden, damage, or impair the Platform or interfere with any other party's use of the Platform, including their ability to engage in real time activities through the Platform.
- Use of any robot, spider or other automatic device, process or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform.
- Use of any manual process to monitor or copy any of the material on the Platform or for any other unauthorized purpose without C4 SaaS's prior written consent.
- Use of any device, software or routine that interferes with the proper working of the Platform.
- Introducing any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempting to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Platform, the server on which the Platform is stored, any server, computer, or database connected to the Platform.

- Attacking the Platform via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempting to interfere with the proper working of the Platform.

As a general rule, fees are nonrefundable, and we don't provide refunds or credits.

Note that some subscription fees require minimum commitments. In those cases, we can't cancel your subscription until you've fulfilled the minimum commitment.

If you decide to pass through any subscription fees to your customers, you cannot mark-up the fees.

4. Payment

a. Fees. Your use of the Platform is subject to the timely payment of all Fees. Fees may change from time to time. All Fees are exclusive of Communication Surcharges. You will pay all Communications Surcharges associated with your use of the Platform. Communications Surcharges will be shown as a separate line item on an invoice. All Fees and Communications Surcharges are nonrefundable. Fees will be billed to the credit card we have on file. Fees for subscriptions will be billed in advance of Services. You agree to provide us with accurate and complete billing information (name, address, credit card information, and phone number) and notify us of any changes within 10 days of the change.

b. Noncancellable Fees. Some subscriptions for Services require a non-cancellable minimum subscription commitment which cannot be canceled until the commitment is fulfilled. Fees for such non-cancellable minimum subscription commitments will continue to be automatically applied to your bill until the minimum commitment has been achieved.

c. No Mark Ups. You may not mark-up or increase any C4 SaaS Fees that you pass through to Your customers or third parties. You are solely responsible for all pass-through Fees and related expenses, including but not limited to refunds and charge backs of such pass-through Fees. C4 SaaS is not responsible for resolving issues or disputes between You and Your customers regarding pass-through Fees.

You're responsible for taxes related to the platform and transactions you conduct with your customers. You might have to indemnify C4 SaaS if there is a tax issue related to your platform usage.

We might terminate your account if we can't collect payment from you.

If you have a payment dispute, let us know right away.

d. Taxes. You are exclusively responsible for taxes and other governmental assessments ("Taxes") associated with your use of the Platform, including all Taxes associated with transactions you conduct with your customers. C4 SaaS may collect Taxes from you as

part of the Fees as legally required or as C4 SaaS deems appropriate, and all C4 SaaS determinations regarding what Taxes to collect are final. C4 SaaS may recalculate and collect additional Taxes from you if it determines at any point that they are due. You will indemnify C4 SaaS for all Claims related to Taxes that are associated with your activities on the Platform, including any Taxes related to your transactions with your customers as further described below. Taxes are nonrefundable.

e. Overdue Amounts. If, for any reason, your credit card company declines or otherwise refuses to pay the amount owed for the Services you have purchased, you agree that we may suspend or terminate your use of the Platform and/or delivery of Services and may require you to pay any overdue Fees and other amounts incurred (including any third-party chargeback fees or penalties) by other means acceptable to us. In the event legal action is necessary to collect on balances due, you agree to reimburse us for all expenses incurred to recover sums due, including attorney fees and other legal expenses.

f. Payment Disputes. You will notify us in writing within sixty (60) days of the date we bill you for any invoiced Fees or charges that you wish to dispute. You must pay all invoiced Fees and charges while the dispute is pending or you waive the right to pursue the dispute. Where you are disputing any Fees or charges, you must act reasonably and in good faith and cooperate diligently with us to resolve the dispute. All C4 SaaS determinations regarding your obligation to pay invoiced Fees and charges are final.

g. No Refunds or Credits. Except as described below, **all Fees assessed by C4 SaaS are non-refundable. You are solely responsible for any excess Fees incurred by You as a result of an error or omission made by You or a third party. C4 SaaS does not provide Fee refunds or credits for such errors or omissions, or for partially used or unused Platform or Services subscriptions. If you sign up for a subscription but do not access the Service or Platform, you are still responsible for all Fees during the term of your subscription.** Except as may be required by law, C4 SaaS reserves the right to issue or deny a refund or credit in its sole and absolute discretion, at any time, for any reason, and C4 SaaS's determination of if and when to issue or deny a refund or credit is final.

h. Cancellations. You are solely responsible for the cancellation of Services associated with your account, and you will be responsible for all Fees incurred until such cancellation occurs. No refunds will be provided for your failure to properly cancel the Services associated with your account.

i. Your Responsibility For Financial Transactions. You are solely responsible for all financial transactions you and your customers engage in on the Platform or using the Services, including transactions conducted using billing tools enabled by the Services. You are

exclusively responsible for all chargebacks related to activities of you and your customers, regardless of the reason for the chargeback.

If you're interested in earning commissions for referring customers to C4 SaaS, check out our Affiliate Program.

5. Affiliate Program

C4 SaaS offers an Affiliate Program under which customers may receive commissions for referring new accounts to C4 SaaS. Your participation in the Affiliate Program is subject to C4 SaaS's approval and your acceptance of the Affiliate Agreement, a copy of which is available here and is incorporated herein by reference. You must establish a payment account linked to your C4 SaaS account in order to earn and receive commission payouts. Commissions may be forfeited if C4 SaaS is unable to submit payment to your payment account for any reason.

We own the platform and the content on it. You can use the content for the purpose of making the platform available to you and your customers.

We own our trademarks and service marks.

6. Intellectual Property

6.1. Platform Content. The Platform and Platform Content are the property of C4 SaaS or its licensors and are protected by copyright, trademark and other intellectual property laws, except as indicated below. Platform Content does not include User Contribution(s), as defined below. C4 SaaS grants you a personal, royalty-free, non-assignable, revocable, and non-exclusive license to access and use the Platform Content while using the Platform for the purpose of making the Platform available to You and Your customers. Any other use, including the reproduction, modification, distribution, transmission, republication, framing, display or performance of Platform Content without prior permission of C4 SaaS is strictly prohibited.

6.2. C4 SaaS Marks. C4 SaaS Marks are trademarks and services marks of C4 SaaS and may not be used without advance written permission of C4 SaaS, including in connection with any product or service that is not provided by C4 SaaS, or in any manner that is likely to cause confusion, or in any manner that disparages, discredits, or misrepresents C4 SaaS. You may not remove any C4 SaaS Marks or other proprietary notices, including, without limitation, attribution information, credits, and copyright notices that have been placed on or near the Platform or Platform Content. Other products or company names mentioned on the Platform may be trademarks or service marks of their respective owners. Third-party websites may feature C4 SaaS Marks, with or without authorization, and such

usage of C4 SaaS Marks does not constitute or imply any approval, sponsorship, or endorsement by C4 SaaS.

You own the content that you post on our platform, but you give us permission to use the content.

If the content that you post violates these terms, we will take it down.

You can't post anything inappropriate or offensive, or materials that infringe someone else's intellectual property rights

6.3. User Contributions. User Contributions are considered non-confidential and non-proprietary. You grant C4 SaaS, our service providers and each of their licensees, successors, and assigns the perpetual right to use, reproduce, modify, perform, display, distribute, and otherwise disclose User Contributions to third parties for any purpose. You also grant C4 SaaS the right to use Your Information and User Contributions to improve the Platform, develop new services, and/or improve C4 SaaS's overall product offerings and business model. C4 SaaS is not responsible or liable to any third party for the content or accuracy of any User Contributions, nor do we endorse the User Contribution of third parties. C4 SaaS is not responsible for any failure or delay in removing User Contributions that violate the Terms. C4 SaaS reserves the right to delete or otherwise remove any User Contributions we deem to be in violation of these Terms, with or without notice, at any time, for any reason. You represent and warrant that: (i) You own or control all rights in and to the User Contributions and have the right to grant the license granted above; (ii) All of your User Contributions comply with these Terms; and (iii) You understand and acknowledge that you are responsible for the legality, reliability, accuracy and appropriateness of your User Contribution.

6.4. Prohibited User Contributions. You are prohibited from posting User Contributions on the Platform that: (i) Are unlawful, threatening, abusive, harassing, defamatory, deceptive, fraudulent, tortious, invasive of another's privacy, or includes graphic descriptions of sexual or violent content; (ii) Victimize, harass, degrade, or intimidate an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, disability, or otherwise; (iii) Infringe any patent, trademark, trade secret, copyright, right of publicity, or other proprietary or intellectual property right of any party; or (iv) Breach the security of, compromise or otherwise allow access to secured, protected or inaccessible areas of the Platform, or attempt to gain access to other networks or servers via your Platform account.

If you give us ideas on how to improve our platform or any other element of our business, then we have your permission to use that idea without compensating you.

6.5. Feedback. If you provide Feedback, you agree and acknowledge that your submission of Feedback is voluntary, non-confidential, and gratuitous, and C4 SaaS has no obligation to use the Feedback. You grant C4 SaaS and its designees a perpetual, irrevocable,

non-exclusive, fully-paid up and royalty-free license to use any Feedback you submit to C4 SaaS without restrictions or payment or other consideration of any kind, or permission or notification to you or any third party. The license includes, without limitation, the irrevocable right to reproduce, prepare derivative works, combine with other works, alter, translate, distribute copies, display, perform, license the Feedback, and all rights therein, in the name of C4 SaaS or its designees throughout the universe in perpetuity in any and all media now or hereafter known. You represent that the Feedback is your own original work, you have all necessary rights to disclose the Feedback to C4 SaaS, and neither your disclosure of the Feedback nor C4 SaaS's review and/or use of the Feedback will infringe upon the rights of any other individual or entity. If your Feedback is the subject of a patent that is pending or has been issued, You are required to disclose that fact to C4 SaaS.

6.6. Feedback Waiver. You hereby irrevocably release and forever discharge C4 SaaS from any and all actions, causes of actions, claims, damages, liabilities and demands, whether absolute or contingent and of any nature whatsoever, which you now have or hereafter can, shall or may have against C4 SaaS with respect to the Feedback, including without limitation how C4 SaaS directly or indirectly uses the Feedback. You agree that you are responsible for the content of the Feedback and further agree (at C4 SaaS's option and at your sole expense) to defend, indemnify, and hold C4 SaaS harmless from any and all actions, claims, and liabilities, demands, whether absolute or contingent and of any nature whatsoever, damages, losses, costs, fees, fines or expenses, including reasonable attorneys' fees, which C4 SaaS may incur as a result of use of the Feedback in accordance with these Terms.

If you think someone is infringing your copyrights, let us know by following the process described in this section.

6.7. Copyright; Digital Millennium Copyright Act. If you believe that Your copyrights have been infringed, or that your intellectual property rights have been otherwise violated by a third party's use of our Platform, you should notify us of your infringement claim in accordance with the procedure set forth below. We will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be emailed to support@goC4 SaaS.com (Subject line: "DMCA Takedown Request") and mailed to the designated copyright agent address below.

Our designated copyright agent to receive DMCA Notices is:

C4 SaaS Inc

Attention: Copyright Agent

400 N. Saint Paul St. STE 920

Dallas, TX 75201

To be effective, the notification must be in writing and contain the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Platform, with enough detail that we may locate it;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Counter-Notice: If you believe that your User Contribution that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to upload or display the content in your User Contribution, you may send a written counter-notice containing the following information to the above-listed Copyright Agent:

- your physical or electronic signature;
- identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- a statement that you have a good-faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and

your name, address, telephone number, and email address, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by our copyright agent, we will send a copy of the counter-notice to the original complaining party, informing that person that C4 SaaS may repost the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be reposted, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

We may, at our sole discretion, limit access to the Platform and/or terminate the account of any user who infringes any intellectual property rights of others.

Our platform doesn't come with any warranties—it is provided "as is."

7. Disclaimers

THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. YOUR USE OF THE PLATFORM IS AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES. YOU AGREE THAT C4 SaaS HAS NO RESPONSIBILITY OR LIABILITY FOR THE DELETION OR FAILURE TO STORE ANY INFORMATION OR CONTENT MAINTAINED OR TRANSMITTED ON OR THROUGH THE PLATFORM.

WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (A) THE PLATFORM WILL MEET YOUR REQUIREMENTS, (B) THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PLATFORM WILL BE EFFECTIVE, ACCURATE OR RELIABLE, OR (D) THE QUALITY OF THE PLATFORM WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS OR DEFECTS.

YOU ACKNOWLEDGE THAT THE INTERNET AND TELECOMMUNICATIONS PROVIDERS' NETWORKS ARE INHERENTLY INSECURE. ACCORDINGLY, YOU AGREE THAT C4 SaaS IS NOT LIABLE FOR ANY CHANGES TO, INTERCEPTION OF, OR LOSS OF YOUR DATA WHILE IN TRANSIT VIA THE INTERNET OR A TELECOMMUNICATIONS PROVIDER'S NETWORK.

C4 SaaS MAKES NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH A THIRD PARTY OR THIRD PARTY SERVICES, OR IN CONNECTION WITH THE PLATFORM, AND YOU UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY SERVICES OR CONTENT AVAILABLE ON OR THROUGH THE PLATFORM FROM A THIRD PARTY OR THROUGH THIRD PARTY SERVICES IS PROVIDED SOLELY BY SUCH THIRD PARTY.

WE RESERVE THE SOLE RIGHT TO EITHER MODIFY OR DISCONTINUE THE PLATFORM, INCLUDING ANY SERVICES OR FEATURES THEREIN, AT ANY TIME WITH OR WITHOUT NOTICE TO YOU. WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD

PARTY SHOULD WE EXERCISE SUCH RIGHT. MODIFICATIONS MAY INCLUDE, BUT ARE NOT LIMITED TO, CHANGES IN THE PRICING STRUCTURE AND THE ADDITION OF FREE OR FEE-BASED SERVICES. ANY NEW FEATURES THAT AUGMENT OR ENHANCE THE THEN-CURRENT SERVICES ON THIS PLATFORM SHALL ALSO BE SUBJECT TO THESE TERMS OF SERVICE.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. PLEASE CONSULT THE LAWS IN YOUR JURISDICTION

Any direct damages that C4 SaaS might owe are capped at the amounts you paid us in the three month period before the act giving rise to the liability.

C4 SaaS is not responsible for any damages that indirectly resulted from an incident

8. Limitation of Liability, Indemnification, and Mitigation

Your exclusive remedy and our entire liability, if any, for any claims arising out of these Terms and your use of the Platform or the Services shall be limited to the amount you paid us for Services purchased on the Platform during the three (3) month period before the act giving rise to the liability.

IN NO EVENT SHALL C4 SaaS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM MALICIOUS CODE, LOSS OF USE, DATA OR PROFIT LOSS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE PLATFORM OR THIRD PARTY SERVICES OR OF ANY WEBSITE REFERENCED OR LINKED TO FROM THE PLATFORM.

FURTHER, WE SHALL NOT BE LIABLE IN ANY WAY FOR THIRD PARTY SERVICES OR DISRUPTIONS THEREOF, OR THIRD PARTY PROMISES AND/OR STATEMENTS REGARDING OUR PLATFORM SERVICES OR CONTENT OR FOR TRANSACTIONS WITH THE THIRD PARTY THROUGH THE PLATFORM, INCLUDING WITHOUT LIMITATION THE PROCESSING OF ORDERS.

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. PLEASE CONSULT THE LAWS IN YOUR JURISDICTION.

If you breach these terms, give us inaccurate information, engage in gross negligence or willful misconduct, or if you or your customers violate the law, you might have to indemnify us.

If a third party claims that our platform violates their intellectual property rights, we'll either (i) obtain

the proper licenses so that you can continue using the platform; (ii) modify or replace the platform; or (iii) shut down the platform.

You agree to defend, indemnify, and hold C4 SaaS harmless against all demands, claims, actions, proceedings, damages, liabilities, losses, fees, costs or expenses (including without limitation reasonable attorneys' fees and the costs of any investigation) directly or indirectly arising from or in any way connected with your use of the Platform ("Claims"), including, but not limited to: (a) our use of or reliance on information or data supplied or to be supplied by you, your employees, agents, or customers; (b) any breach of or default under these Terms by you, your employees, agents, or customers; (c) the wrongful use or possession of any C4 SaaS property by you, your employees, agents, or customers; (d) any negligence, gross negligence or willful misconduct by you or your employees, agents, or customers; (e) misrepresentations by you, your employees, agents, or customers (f) violation(s) of applicable law by you, your employees, agents, or customers, (g) your actions and the actions of your employees, agents, or customers; (h) the acts or omissions of you, your employees, agents, or customers in connection with providing notice and obtaining consents regarding the origination or content of the SMS or MMS messages, email or other communications using the Services, (i) Taxes and other Fees and/or (j) any disputes between (1) you and other users (2) you and your client(s) and/or (3) your customers.

If the Platform is found to violate any third-party intellectual property right, at our option we may: (a) obtain the right for you to continue to use the Platform as contemplated by these Terms; (b) modify or replace the Platform, in whole or in part, to seek to make the Platform non-infringing; or (c) require you to immediately cease any use of the Platform..

If you have a claim related to these terms or the platform, you need to commence action within three months.

9. Limitation On Time To File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE PLATFORM MUST BE COMMENCED WITHIN THREE (3) MONTHS AFTER THE EVENT GIVING RISE TO THE ACTION OR CLAIM OCCURRED, REGARDLESS OF WHEN YOU KNEW OR SHOULD HAVE KNOWN ABOUT IT; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Sometimes money won't fix the problem if you breach these terms. In those instances, we might seek equitable relief, like an injunction.

10. Injunctive Relief

You agree that a breach of these Terms will cause irreparable injury to C4 SaaS for which monetary damages would not be an adequate remedy, and C4 SaaS shall be entitled to

seek equitable relief, in addition to any remedies it may have hereunder or at law, without having to post a bond or other security.

11. Waiver And Severability

You agree that a breach of these Terms will cause irreparable injury to C4 SaaS for which monetary damages would not be an adequate remedy, and C4 SaaS shall be entitled to seek equitable relief, in addition to any remedies it may have hereunder or at law, without having to post a bond or other security.

No waiver by C4 SaaS of a term or condition set forth in these Terms shall be deemed a continuing waiver of such term or condition or a waiver of any other term or condition. Any failure of C4 SaaS to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Service will continue in full force and effect.

12. Change of Control

C4 SaaS may assign its rights under these Terms at any time, without notice to you. You may not assign your rights under these Terms without C4 SaaS's prior written consent which may be withheld at C4 SaaS's sole discretion.

13. Entire Agreement

Except as noted below, these Terms constitute the sole and entire agreement between you and C4 SaaS with respect to the Platform and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Platform. These Terms may not be altered, supplemented, or amended by the use of any other document(s) unless such document is signed by an authorized representative of C4 SaaS.

C4 SaaS may enter into a separate agreement with you. The terms of any separate agreement between you and C4 SaaS will be considered a part of your entire agreement with C4 SaaS. To the extent there is a conflict between these Terms and the terms of your separate agreement with C4 SaaS, your separate agreement with C4 SaaS will control.

We can terminate this agreement and your access to the platform at any time, for any reason.

14. Term and Termination

These Terms will remain in full force and effect so long as you maintain a Platform Account. The sections of these Terms that are intended to survive termination of your Platform Account will remain binding even after you are no longer a Platform user.

a. Grounds for Termination. You agree that C4 SaaS, in its sole discretion, may suspend or terminate your access to the Platform (or any part thereof) for any reason, with or without notice, and without any liability to you or to any third party for any claims, damages, costs or losses resulting therefrom. Any suspected fraudulent, abusive or illegal activity may be grounds for barring your access to this Platform, and reporting you to the proper authorities, if necessary. C4 SaaS reserves the right to delete Platform Accounts that have remained inactive for at least one (1) year.

b. No Right to Services Upon Termination. Upon termination and regardless of the reason(s) motivating such termination, your right to use the Platform will immediately cease. C4 SaaS is not liable to you or any third party for any claims for damages arising out of any termination or suspension or any other actions taken by us with regards to your Platform access.

c. How to Terminate or Make Adjustments. If you, for any reason, would like to terminate your access to the Platform or make adjustments, C4 SaaS requires written notice at least 30 days before your next billing date.

d. No Termination by Third Party Users. C4 SaaS has limited access to subscriptions not directly purchased from us. Any user who has been given access to the Platform by any party other than C4 SaaS must contact the party who originally provided access to the Platform for any inquiries related to termination.

e. Force Majeure. In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of the Platform or any associated product or service through the Platform arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to: labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

If we have a dispute that can't be resolved, we will solve it using arbitration.

Make sure you talk to a lawyer to understand this section.

15. Applicable Law, Binding Arbitration, and Class Action Waiver

PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE THEY REQUIRE YOU TO AGREE TO RESOLVE ALL DISPUTES BETWEEN US THROUGH BINDING INDIVIDUAL ARBITRATION.

The laws of the State of Texas will govern these Terms of Service and any disputes under them, without giving effect to any principles of conflicts of laws.

Any controversy or claim arising out of or relating to these Terms shall be exclusively settled by arbitration administered by the American Arbitration Association in accordance with Commercial Arbitration Rules, then in effect. This arbitration provision is governed by the Federal Arbitration Act. The arbitration proceedings shall be held in Dallas, Texas. Any arbitration award may be entered in a court of competent jurisdiction.

All claims and disputes within the scope of this arbitration agreement must be arbitrated or litigated on an individual basis and not on a class basis. Claims of more than one customer or user cannot be arbitrated or litigated jointly or consolidated with those of any other customer or user.

16. Communications and Contact Information

All notices to a party shall be in writing and shall be made via email. Notices to C4 SaaS must be sent to legal@goC4SaaS.com. You agree to allow us to submit notices to you either through the email address you provided when registering, or to any address we have on record. Notices are effective on receipt.

C4 SaaS may contact you regarding these Terms using any information you provide, or by any other means if you do not provide contact information. If you no longer wish to receive communications from C4 SaaS, you can click on the “unsubscribe link” provided in such communications or contact us at compliance@goC4SaaS.com.

When you create a Platform account, you must designate a primary email address that will be used for receiving electronic communication related to these Terms. C4 SaaS will never send you an email requesting confidential information such as account numbers, usernames, or passwords, and you should never respond to any email requesting such information. If you receive such an email purportedly from C4 SaaS, do not respond to the email and notify C4 SaaS by emailing us at.

For all other feedback, comments, requests for technical support, and other communications relating to the Platform or the Terms, please contact us at or by mail at:
C4 SaaS Inc.

ATTN: Legal Department
400 North Saint Paul St., Suite 920
Dallas, Texas 75201

If a term is capitalized in this document, that means it has a specific definition. Here's the list of definitions for capitalized terms.

17. Definitions

17.1. "Communication Surcharges" means any applicable communications service or telecommunication provider (e.g., carrier) fees or surcharges related to your use of the Platform.

17.2. "Feedback" means ideas You provide to C4 SaaS regarding improvements, enhancements, new features, new products, or other concepts related to the Platform, Services, or other matters related to C4 SaaS's business.

17.3. "Fees" means any fees associated with the Platform, including but not limited to the monthly subscription services fee and any fees associated with add-in Services that you may purchase.

17.4. "C4 SaaS Marks" means the C4 SaaS name and related logos and service marks of C4 SaaS.

17.5. "Information" means data about You and Your customers that C4 SaaS collects on the Platform, including but not limited to information required to create a Platform Account and use the Platform for the intended purpose.

17.6. "Login Credentials" means the username and password used to access your Platform Account.

17.7. "Platform" means any Services, Training, content, functionality, communication channels, and software or other services or features offered to customers on or through C4 SaaS's website or mobile application.

17.8. "Platform Account" means the account you created in order to access and use the Platform.

17.9. "Platform Content" means content, data, features, and functionality, including but not limited to text, graphics, videos, logos, button icons, databases, music, sounds, images, or other material that can be viewed on the Platform. Platform Content does not include User Contributions.

17.10. "Prohibited Conduct" means the behaviors described in Section 3.

17.11. "Services" means the variety of product integrations and services that C4 SaaS makes available on the Platform. Services may include Third Party Services.

17.12. "Sub-Account" means a subscription for one business under a Platform Account.

17.13. "Third Party Content" means content, promotions or offers provided by third parties or links to external third-party websites that may be accessible on the Platform.

17.14. “Third Party Services” means any Services or other services owned and provided by a third party vendor that C4 SaaS makes available to You as a Service on or through the Platform.

17.15. “Training” means any training, information or suggested usages conveyed by C4 SaaS about the Platform.

17.16. “User Contributions” means content or materials that you post, submit, upload, publish, display, or transmit on or through the Platform or to C4 SaaS directly.

17.17. “You” or “you” or any derivatives thereof means the individual who accepted the Terms or the business entity that the individual represents. “You” also includes any and all agents, employees, or third parties that are authorized to act on your behalf.