

ALL IN ONE EMAIL STANDARD TERMS AND CONDITIONS

Effective as of: February 1, 2023

THESE ALL IN ONE EMAIL STANDARD TERMS AND CONDITIONS (the “Terms”), effective as of the date set forth above, as hereinafter amended from time to time, are incorporated by reference into and integrated with the ALL IN ONE EMAIL, LLC Email Services Agreement and any authorized exhibits or schedules thereto.

1. **DEFINITIONS**. The below terms are used herein and in the Email Services Agreement, and have the meanings set forth.
 - 1.1. “**Account**” means the Customer's online account enabling the use of the Services and access to the Company Platform.
 - 1.2. “**Account Information**” means information provided by Customer to register, create and maintain its Account, including without limitation, contact information, company name(s), company’s contact information and billing information associated with the Account.
 - 1.3. “**Authorized User**” means Customer’s employees, consultants, contractors, and agents who are authorized by the Customer to access and use the Services in accordance with ESA. Except as expressly stated in the ESA, all references in the ESA or these Terms to “Customer” shall include Customer’s Authorized Users.
 - 1.4. “**Campaign**” means Customer’s email marketing activity.
 - 1.5. “**Company Platform**” means Company’s developed, owned and licensed technology, online email marketing services platform, helping Customer manage, automate and optimize Customer’s email marketing activity. The Company Platform includes the Company Website, the Account and the dashboard available through the Account.
 - 1.6. “**Company Website**” means the website maintained on the Internet by Company at <https://www.allinoneemail.com/>.
 - 1.7. “**Confidential Information**” means all nonpublic information, in whatever form or means disclosed, provided by or on behalf of either Party (“**Disclosing Party**”) to the other Party (“**Receiving Party**”), that is designated as confidential, and all information of a proprietary nature which is released by the Disclosing Party to the Receiving Party or otherwise obtained by a Party, including without limitation, all know-how, business processes, designs, drawings, source code, targeting methodologies, algorithms, object code, customer data, business plans, contact lists, research, business opportunities, technology, related information and third-party confidential information, or information which, given its nature or circumstances surrounding its disclosure, can reasonably be understood to be confidential. Confidential Information, however, does not include information that a Party can demonstrate by a preponderance of the evidence: (a) is now or subsequently becomes

generally available to the public through no fault or breach on the Receiving Party's part; (b) is rightfully in Receiving Party's possession prior to disclosure of the Confidential Information by the Disclosing Party; (c) rightfully obtained by Receiving Party from a third party who has the right to transfer or disclose it; or (d) is third party information accompanied by licensing terms that do not impose confidentiality obligations on such use.

- 1.8. **“Content”** means all text, files, images, graphics, illustrations, information, data, software including machine images, audio, video or images.
- 1.9. **“Customer Data”** means all data, information and other content of any type and in any format, provided by the Customer to Company or uploaded by the Customer to the Company platform for the purpose of receiving the Services. Customer Data may include, where applicable, Personal Data (as defined under applicable data protection regulation) and Confidential Information.
- 1.10. **“Documentation”** means set of digital or printed technical user manuals, notes, instruction, summary and all other supporting documentation provided by Company to the Customer.
- 1.11. **“ESA”** has the meaning set forth in the second paragraph of the Email Services Agreement.
- 1.12. **“Intellectual Property”** means all intellectual property rights of every kind and description, including without limitation: (i) rights in or to trademarks and service marks (whether or not registered), trade names, logos, and other designations of the source of origin, together with all goodwill related to the foregoing, (ii) patents and patent applications, (iii) rights in or to copyrights, whether or not registered, (iv) rights in or to trade-secrets and confidential information, including without limitation know-how, technology methods, ideas, and inventions, (v) rights in the software and computer code (whether in source code, object code or any other form) and (vi) all applications and registrations of any of the foregoing;
- 1.13. **“Services”** has the meaning set forth in the first Whereas clause of the ESA.
- 1.14. **“Term”** has the meaning set forth in Section 5.1 of the ESA.
2. **ACCEPTABLE USE.** The standards set forth below govern the Customer’s use of the Services, the Company Platform and any Content provided through the Services, including without limitations the within a Campaign, the Customer Data or any other Content made available through the Services or Customer Account.
 - 2.1. Company shall use commercially reasonable efforts to ensure that the Company Platform is used in accordance with law, best marketing practices, and ethical considerations. Without limiting the generality of the immediately preceding sentence, Customer shall specifically:
 - (a) use commercially reasonable efforts to ensure it solely promotes legal goods and services, including through each Campaign.

- (b) Comply at all times with anti-spam laws, including without limitation, the CAN-SPAM Act, and the California Consumer Privacy Act, including by making and retaining records showing that each email recipient has agreed to receive emails and Campaigns from the Customer, which records shall be promptly shared with Company upon Company's written request.

2.2. Prohibited Uses. Customer and any Authorized User shall not, nor permit any third party, to engage in the behavior or use the Services or the Company Platform for any of the following:

- (a) Market a Campaign that includes the any of following Content:
 - i. pornography, sexually explicit or patently offensive content;
 - ii. terrorism, violent extremism, promotion of extreme political views or public incitement to violence;
 - iii. content infringing the intellectual property rights of others, including trademark, copyright, design, patent or moral rights;
 - iv. any controlled substance that is not approved or authorized for use by regulatory or public health agencies, such as the U.S. Food and Drug Administration;
 - v. illegal gambling services or products;
 - vi. illegal financial services;
 - vii. hate speech which attacks or demeans a particular individual or group of people based on any class protected under federal law, including ethnic or national origin, race, religion, disability, gender, gender identity, age or sexual orientation;
 - viii. promotion or encouragement of self-harm or self-injury, including without limitation, eating disorders, alcohol or hard drug abuse; or;
 - ix. content that exploits or harms minors by exposing them to inappropriate content, including to content that may impair their physical, mental or moral development.
- (b) Send spam or digital communications in violation of applicable federal or state law or regulation. Customer shall create, maintain, and promptly tender upon Company request, an opt-in form or other reasonable evidence of consent for any commercial or marketing email utilizing the Services which Customer sends.
- (c) Customer or Authorized User may not attempt to send e-mail messages or transmit any electronic communications using a name or address of someone other than the Customer or Authorized User for purposes of deception via the Services or the Company Platform. Any attempt to impersonate someone else by

altering a source IP address information or by using forged headers or other identifying information is prohibited. Any attempt to fraudulently conceal, forge, or otherwise falsify a Customer's or Authorized User's identity in connection with use of the Services is prohibited. Company prohibits use of any deceptive or fraudulent links, such as wrongly describing a link, setting misleading click-through links on images, or embedding links to interstitial or pop-up ads.

- (d) Send or forward personal mail using the Services or Company Platform.
- (e) Use any of the Services, Company Platform or Company Intellectual Property to create a competing product or service.
- (f) Decipher, decompile, disassemble, or reverse engineer any of the Company's Intellectual Property, code or software.
- (g) Host images or Content on Company servers for any purpose other than for Customer use of the Service.
- (h) Sell or offer to sell any counterfeit product or product that infringes the intellectual property rights of others, including trademark, copyright, design or patent rights.
- (i) Share Account login and password credentials with any third party.

2.3. Company reserves the right, in its sole discretion, to suspend or disable any Account, and cooperate with law enforcement, to enforce the provisions herein.

3. UNAUTHORIZED ACCESS OR USE; INJUNCTIVE REMEDY.

- 3.1. Customer and an Authorized User may not attempt to gain unauthorized access to, or attempt to interfere with or compromise the normal functioning, operation, or security of any portion of the Services or Company Platform. A Customer or Authorized User may not use the Services or Company Platform to engage in any activities that may interfere with the ability of others to access or use the Services, Company Platform or the Internet. Customer may not use the Services and the Company Platform to distribute malware, virus software, root kits, password crackers, spyware, adware, key stroke capture programs and other programs that are normally used for malicious activity. A Customer or Authorized User is strictly prohibited from attempting to gain access to the user accounts of other Company customers or Authorized Users, or violating system or network security, each of which may result in criminal and civil liability.
- 3.2. The Parties agree that it is impossible to measure in money the Company's damages if the Customer or an Authorized User breaches or threatens to breach any of the covenants, agreements or obligations set forth in the ESA. Accordingly, if any action or proceeding is commenced by or on behalf of Company to enforce any of the provisions contained in the ESA, Customer hereby waives the claim or defense that Company has an adequate remedy at law or has not been or is not being irreparably injured by such breach or threatened breach, and Customer will not raise such claim or defense in any such action or proceeding. Customer further agrees that Company shall be entitled to temporary and permanent injunctive relief to restrain any breaches or further violations of the ESA, and waives any otherwise applicable requirements for Company to post bond; and Customer further agrees that this right to injunctive relief shall be in addition to any and all other remedies and damages, including, without limitation, court costs and reasonable attorneys' fees. All rights conferred under the ESA or by any other instrument or law shall be cumulative and

may be exercised singularly or concurrently.

4. INTELLECTUAL PROPERTY RIGHTS AND PROPRIETARY INFORMATION.

4.1. Except as expressly permitted in the ESA, neither Customer nor any Authorized User shall, directly or indirectly: (i) copy, modify, or create derivative works of the Company Content, the Company Website, the Company Platform, the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation to a third party; (iii) reverse engineer, disassemble, decompile, decode, reduce to a human perceivable form, adapt, or otherwise attempt to derive or gain access to any software component of the Services or the Company Platform, in whole or in part; (iv) remove any proprietary notices from the Company Platform, Services or Documentation; or (v) create a database by systematically downloading and storing all or any Content or other content from the Services; or (vi) shall use any Company mark or logo without Company's prior written consent.

4.2. Customer shall promptly follow requirements reasonably made by Company to protect Company's Intellectual Property.

4.3. Customer shall not, nor permit any Authorized Person or other third party, to use the Services for any illegal, immoral, or unauthorized purpose, including that which would infringe upon the rights of a third party, or that is in breach of applicable law, regulation or this ESA. Without limiting the foregoing, Customer shall not, and shall not permit any person, to distribute through the Services any Content which:

- (a) infringes any Intellectual Property rights or that promotes, sells or advertises products that encourage violation of such rights, such as torrent sites; or
- (b) constitutes third-party proprietary, confidential or otherwise regulated information, unless Customer has express rights to distribute the same, evidence of which shall be promptly tendered to Company upon request.

5. LIMITATIONS OF LIABILITY

5.1. EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES, THE COMPANY PLATFORM, THE DOCUMENTATION AND THE CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, REGARDING THE COMPANY PLATFORM AND SERVICES (INCLUDING COMPANY CONTENT, PRODUCTS, INFORMATION, SOFTWARE, AND LINKS), INCLUDING ANY IMPLIED WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, NON-INFRINGEMENT, RESULTS, ACCURACY, COMPLETENESS, ACCESSIBILITY, COMPATIBILITY, SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, QUALITY, OR LACK OF VIRUSES.

5.2. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE ESA AND TO THE FULL EXTENT PERMITTED BY LAW, COMPANY'S ENTIRE LIABILITY AND CUSTOMER'S AND EACH AUTHORIZED USER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY DISPUTE WITH COMPANY (INCLUDING WITHOUT LIMITATION, USE OF THE SERVICES) IS TO DISCONTINUE USE OF THE SERVICES. COMPANY AND ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SERVANTS OR AGENTS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM USE OF THE SERVICES OR THE COMPANY PLATFORM OR FOR ANY OTHER CLAIM RELATED IN ANY WAY OR ARISING FROM CUSTOMER'S USE OR REGISTRATION TO USE THE SERVICES. THESE EXCLUSIONS FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES INCLUDE, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF COMPANY HAD BEEN ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED. COMPANY'S AGGREGATE LIABILITY ARISING UNDER THE ESA, AND (AS APPLICABLE) THE AGGREGATE LIABILITY OF COMPANY'S SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, VEDORS, AFFILIATES AND REPRESENTATIVES, TO CUSTOMER OR ANY AUTHORIZED USER IN ANY CIRCUMSTANCE IS LIMITED TO THE AMOUNT OF FEES CUSTOMER PAID TO COMPANY IN THE 3 MONTHS IMMEDIATELY PRIOR TO THE DATE OF THE CAUSE OF ACTION GIVING RISE TO LIABILITY. CUSTOMER ACKNOWLEDGES AND AGREES THAT WITHOUT THE FOREGOING EXCLUSIONS AND LIMITATIONS OF LIABILITY, COMPANY WOULD NOT BE WILLING TO OFFER THE SERVICES.

6. **INDEMNITY**

Customer shall defend, indemnify and hold Company and its directors, officers, employees, advisors, subsidiaries, Affiliates and agents (each, a "Company Indemnified Party"), harmless from and against all loss, damages, expenses, claims, demands and liabilities incurred to or suffered by a Company Indemnified Party, arising out of: (a) any representation made by Customer to a third party creating any obligation or liability regarding Company's Services which Company has not expressly made in this ESA, or (b) Customer's breach of any term or condition of this ESA.

7. **SUPPORT AND SAFETY**. Many factors may impact the quality of the communications and use of the Services or result in the failure of the communications. Company takes no responsibility for any disruption, interruption or delay caused by any failure of or inadequacy over which Company has no control. From time to time, Company may need to perform maintenance on or upgrade the Services or the Company Platform. This may require Company to temporarily suspend or limit the use of the Services, until such time as maintenance or upgrade is completed. Customer waives the right to claim damages for such suspension or limitation of the use of Services. Company will make commercially

reasonable best efforts to ensure maintenance is undertaken outside of customary business days and hours. Customer may contact Company at support@allinoneemail.com concerning any support or maintenance questions.

8. **COMPLAINT MANAGEMENT.** Company reserves its rights to suspend, restrict, condition or terminate Customer's Account, any Services, or this Agreement, in Company's sole discretion, pending any Company investigation of compliance with these Terms.
 - 8.1. Customer may report any matter concerning use or access to its Account to Company by emailing admin@allinoneemail.com.
 - 8.2. If Company receives complaints directly from third-parties, including by not limited to local, state or federal government agencies or anti-spamming organizations, it shall not be required to determine the validity of complaints received, or the accuracy of information obtained, before exercising its rights under these Terms.
 - 8.3. Subject to Company's Data Processing Agreement located at <https://www.allinoneemail.com/data-processing-agreement.pdf>, Company has no obligation to forward or share all or any details of complaints received, even if they pertain to Customer, or to identify to Customer a complaining party.
 - 8.4. Customer shall promptly and reasonably cooperate with Company, at Company's cost and expense, in prosecution of any Company investigation hereunder. Company shall, at its sole discretion, share findings of fact from an investigation in which Customer cooperates.
 - 8.5. Customer may appeal any decision of Company, or request a report or summary of a Company investigation, by contacting Company at admin@allinoneemail.com. Customer may provide supplemental information or evidence to Company. If Company revises its conclusions from an investigation as a result of such appeal or request, or following review of supplemental information, which affects Customer's Account or Services, Company shall notify Customer in writing.