

## **PRIVACY POLICY**

Thank you for visiting! FunnelAmplified is a sales enablement platform that allows one to many communication to social and blog type media. At no time will FunnelAmplified use the information provided to it in any activity other than the normal course of business as a communication platform. We let one person communicate for many people.

FunnelAmplified will not sell or market information about its users, clients, subscribers, customers, or business partners without their explicit permission. Information obtained during normal activity such as website visits and other metrics may be used to generate marketing reports and for other internal performance reporting, but every effort will be made to remove any personally identifiable data from any non-internal report or presentation that may be shared in public. Account information is used only to authenticate clients and customers, and will never be used to market products or services, nor will it ever be disclosed to any parties outside of the platform. User accounts may have an administrator account that supervises them, and this administrator account may view the contact information of the user in order to perform maintenance functions like making or deleting accounts under their control.

### **Acceptable Use**

The software platform has three functions: Create and organize content (Articles) for posting to a website (Blog) Post links to that content, or to other URLs, on social media Manage groups or teams of users, and their content To enable social media management a user will allow the platform to post on their behalf utilizing OAUTH. The platform will never automatically post or pre-fill a post! The user, or their administrator must interactively create posts. However, a post may be suggested by an administrator to a user group. Posts can be scheduled for future publishing by writing it now, and then choose to post it later. This lets you write a Christmas card in November and schedule it to go out in December, and is not considered an automatic post. Users agree to only sign in to social media accounts they own. Use of second or third party accounts is strictly prohibited and may be reported as abuse to the social network, whose policy this violates. Use of multiple accounts or false identities of any kind to create, enable, or send spam of any kind is prohibited. Copyright is important to us. Please do not "cut-and-paste" the work of other authors in to our platform, this is an act of theft and

should it be reported by the original author or their agents, we will remove any work without notice.

## **Social Media Access**

In the course of using the platform users may connect to social media. This allows the platform access to the following items, for the following purposes:

**Basic information** Allows the software to retrieve some basic information from your profile, about you like your name or your avatar photo. These items are typically already public.

**Birthday** Provides access to the birthday, this comes as default with most services. We do not use this information.

**Manage Pages** Manage the user's pages they may have at a service like Facebook. For example, you might have a page for buying and selling Bicycle Parts that you want our app to be able to post as.

**Post to Profile** The app can post to your feed. You will only get posts that you specifically write, or that you accept from your boss who wrote them for you.

**Post to Pages** The app can post to pages you manage. For example maybe you don't own the Bicycle Parts page, you are just an admin on it with a team of other admins. If you are, you can choose to let this app post to the page for you.

**Manage Photos** The app may manage photos and albums if you are attaching photos to posts, or want to delete a photo, etc.

**Business Manager** The app can post to businesses you manage. Perhaps instead of Page you have set up a Business instead, which is a special thing at some networks. This allows us to post to those Business pages, and to their Location Specific pages.

**Insights** The app can collect information about posts including likes, shares, comments

**Friends List** The app can view your friends list, so we can give you an estimation of how many people might see your post. It us to the social

network whether or not they show your post to all of your friends, and they all have their own way of doing things.

**Personal Data** We may make use of the following personally identifiable information: Cookies set by us, or set for us by our partners, may be used and read Usage data from our site, or partner sites you have visited that we are allowed to monitor Social features such as sites visited, or social networks used and connected to our site Public profile information which you have provided to one or more social network or web services Personal information which you have provided to us as part of your account, or given us access to on a social network may be used to help identify you Performance information of your social media posts, in order to help suggest new topics or post times 2

**Right To Be Deleted** Your data is your property. We take great care to keep any data you provide to us safe and secure. If for any reason you feel like closing your account we delete all of your data from our system. Just go to your settings under your profile to cancel your account. We will mark your account as canceled until your paid period ends, giving you access to the platform. When this period is over we completely delete your data from our databases. This can take up to 24 hours. We also disconnect any social connections you may have made.

**Cookie Policy** Some jurisdictions require us to disclose that we use cookies. We do indeed use cookies, as does 99% of the websites on the Internet. Cookies are used to store information like your preference to remain logged in to the site, or what color you want the menu bar. We do not make use of them to "track you" on other sites or steal your information, because that is mostly a myth somebody in Hollywood made up for a movie. Please do not disable cookies on your browser, otherwise the software will behave very strangely. Disabling "Third Party" cookies will not affect our software, we do not use them anyway, and turning them off is actually a good idea you should do.

**Enforcement / Violations** Please don't break the rules. Breaking the above policies is considered Abuse of the software. If investigation by our team finds Abuse, we have to take steps to make sure the rest of our users continue to have an awesome experience with the software. Therefore to enforce our rules FunnelAmplified Inc. and its partners may act in any and all of the following means: terminating access to the platform, removing content, involving law enforcement, or seeking

damages through legal channels. Refunds will not be given if your account is terminated for Abuse.

## Contact Information

FunnelAmplified Inc.  
44 Milton Ave, Alpharetta, GA 30009

Customer Success: [support@funnelamplified.com](mailto:support@funnelamplified.com)

FunnelAmplified Inc. End User License Agreement & Acceptable Use Policy Last updated: 2/8/2018 This Application End User License Agreement (Agreement) is a binding agreement between the user of the software (End User, or you) and FunnelAmplified Inc. (Company). This Agreement governs your use of the FunnelAmplified software, including all related White Label versions of the FunnelAmplified software (the Application). YOU SHOULD READ THIS AGREEMENT CAREFULLY IN ITS ENTIRETY AS IT GOVERNS YOUR ACCESS TO, AND USE OF, THE APPLICATION. BY ACCESSING THE APPLICATION, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER (OR IF YOU ARE UNDER THE AGE OF 18, YOUR PARENT OR GUARDIAN ACCEPTS THIS AGREEMENT ON YOUR BEHALF PRIOR TO YOUR ACCESS OF THE APPLICATION); AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. YOU ALSO ACKNOWLEDGE THAT THIS AGREEMENT IS BETWEEN YOU AND COMPANY AND THAT OTHER COMPANIES WHOSE SOFTWARE MAY BE INTEGRATED INTO THESE SERVICES IS NOT A PARTY TO THIS AGREEMENT. TO THE EXTENT YOU HAVE QUESTIONS RELATED TO THE APPLICATION, SUCH QUESTIONS SHOULD BE ADDRESSED TO COMPANY AT [SUPPORT@GOYIPYIP.COM]. IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT PERMITTED TO ACCESS THE APPLICATION AND MUST CEASE USE IMMEDIATELY. Article I – License Terms Company may at any time, in its sole discretion, update and revise this Agreement by posting an amended Agreement on Company Website (Website) at <https://www.funnelamplified.com/terms>. Any changes to this Agreement will be effective immediately upon posting on the Website. Please check pages periodically for changes to the Agreement. You will be able to determine if this Agreement has been changed since your previous visit by viewing the Last Updated information that appears at the top of this Agreement. Use of the Application by you following the posting of any changes constitutes your acceptance of those changes. License Grant. Subject to the terms of this Agreement, Company grants you a limited, non-exclusive and non-transferable license to the use of and access to the Application in web based form (SAaS or Software As a Service) only, solely for your personal or company use, strictly in accordance with this Agreement and the ApplicationTMs documentation. 2. Subscription based. Access to the Application is contingent on a paid account, in good standing, and free of abuse or allegations thereof. Access to the Application is by subscription, and does not convey

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ownership of any property or portion of the Application. Subscription may be terminated at any time by Company, and with it access to the software. 3. Revocation. Company may revoke this license at any time, at its own discretion, for any reason deemed necessary to protect the integrity and continued secure operation of the Application and the customers of Company. 4. Reservation of Rights. You acknowledge and agree that the Application is provided under license, and not sold, to you. You do not acquire any ownership interest in the Application under this Agreement, or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms, conditions and restrictions, under this Agreement. Company and its licensors

and service providers reserve and shall retain its/their entire right, title and interest in and to the Application, including all copyrights, trademarks and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

**ARTICLE II – Acceptable Use Policy**

**1. Allowed and acceptable use:** You shall be permitted to use the software to perform the following functions and tasks: (a) Use of the Application to create, modify, personalize, and use blog site or website provided with your Company account. (b) Use of Company provided content for blogging or social sharing. (c) Use of the Application to post on your behalf to social media, or to social media of those who have authorized and shared access to their social media including, but not limited to: Facebook, Twitter and LinkedIn. (d) Use of the Application to gather statistical data on social media, or websites incorporated in to the Application. (e) You shall comply with all applicable local, state, national and international laws and regulations with respect to your use of the Application. This application is not designed to comply with any specific law including but not limited to HIPAA, FISMA, GLBA, etc. If your use case for the Application requires compliance, you should not use the Application in any capacity subject to those laws. (f) You represent that you will, at all times, provide true, accurate, current and complete information in your account in the Application, including without limitation when you submit registration information, and you shall be solely responsible for maintaining the confidentiality of your account and passwords. (g) You shall make best efforts to ensure security and privacy of your information with best practices; for example the use of strong passwords, refusal to disclose passwords to second parties, multi-factor authentication practices, etc.

**2. You shall not:** (a) copy or clone the Application or its source code including front and back end computer code; (b) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Application; (c) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Application or any part thereof; (d) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Application, including any copy thereof; (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Application or any features or functionality of the Application, to any third party for any reason, including by making the Application available on a network where it is capable of being accessed by more than one device at any time; or (f) remove, disable, circumvent or otherwise create or implement any workaround to any copy protection, rights management or security features in or protecting the Application. (g) utilize the Application to manage sensitive, private, classified, or regulated financial information. Content created by/with the Application is intended for public consumption.

**2. Exceptions to the above** may be provided for properly licensed and contracted White Label business partners as governed by a separate agreement.

**ARTICLE III – INFORMATION DISCLOSURE**

**1. Collection and Use of Your Information.** You acknowledge that when you make use of the Application, Company will collection information which may identify you in the following manner: (a) Company may use automatic means (including, for example, cookies and web beacons) to collect information from your Web Browser. (b) Use of this information may include security (login status) or for tracking use of the Application including sites visited before and after the Application. (c) Information stored may be personally identifiable, only as it is required for security and operation of a secure Application; for example a username and password associated with a paid account. (d) You may be required to provide certain information about yourself as a condition to using the Application or certain of its features or functionality. (e) The Application may provide you with opportunities to share information about yourself with others through integrated websites, social media, etc in accordance with those Third Party site's own EULA / AUP documents. (f) If information is archived, all Personally Identifiable Information will be stripped from it as best suits the data being archived. For example web logs may discard source IP address, while social media logs may retain full names so as to store valid and historically useful data points. (g) All information collected by, or on behalf of the Company, through or in connection with this Application is subject to Company's Privacy Policy.

**ARTICLE IV – THIRD PARTY WEBSITES**

**1.** The Application may provide you with access to third party websites via hyperlinks or licenses for integration with Application (the Third Party Websites ) and products and services accessible thereon. Further,

certain features, functionality, and content accessible on or through the Application may be hosted on the Third Party Websites (collectively, Third Party Content and Services ). (a) Your access to, and use of, Third Party Content and Services are governed by any terms and conditions that may apply to your use of those Third Party Websites. (b) Your access to and use of Third Party Content and Services may require you to acknowledge your acceptance of Third Party Website Terms of use and privacy policy and/or to register with the Third Party Website. Your failure to do so may restrict you from accessing or using certain of the Application's features and functionality if it is integrated to the Third Party. (c) You acknowledge that such Third Party Content and Services are the responsibility of the third parties on whose websites they appear; Company has no responsibility for such Third Party Content and Services or the Third Party websites on which they appear. (d) You acknowledge your understanding that integrations to Third Party services are at the discretion of the Third Party, and may be shut off without notice. While Company will make best efforts, Company cannot guarantee a Third Party will cooperate or provide support indefinitely. (e) Company cannot guarantee Third Party connectivity, security, or longevity. For example, a Facebook integration may be affected by Facebook itself, and Facebook has no obligation to Company or its customers (you). (f) You acknowledge that while Company will make best efforts to support Third Party integrations, ultimately the customer of the Third Party is you and Company has no ability to influence or compel third parties on your behalf.

**ARTICLE V – USER CONTENT SUBMISSIONS**

**1. Content ownership and copyright.** The Application may allow you to post, import, or upload content such as articles, comments, messages, images, photography, audio, video, text, or other material, and to otherwise provide information to, including without limitation through message boards, forums, blogs or other interactive features of the Application or Third Party Websites (all the foregoing content and information, collectively, your Content Submissions ). You acknowledge that Content posted through the Application is intended for public consumption on social media, websites, the internet, et al., and rights to such Content Submissions are difficult and cost prohibitive to maintain; therefore: (a) With respect to your Content Submissions, while you retain any and all of your lawfully owned rights

therein, you hereby grant Company an unconditional, royalty-free, perpetual, irrevocable, worldwide, transferable, non-exclusive right and license to view, store, reproduce, modify, adapt, publish, translate, create derivative works of, distribute, perform, display, and otherwise fully exploit your Content Submissions (in whole or part). (b) And/or to incorporate it in other works in any form, media, or technology now known or later developed, and to exercise the same rights with respect to such works. (c) You also permit any individual or entity visiting the Third Party Websites or using the Application to further access, store, distribute, perform, reproduce and prepare derivative works of your Content Submissions. (d) No compensation or other consideration will be paid or otherwise provided to you or to any other person or entity with respect to your Content Submissions. (e) Company may alter, edit or remove your Content Submissions at any time at its sole discretion. (f) Company assumes no obligation to pre-screen, monitor, correct, or review your Content Submissions or content submitted by any other party, and the Company does not support or endorse any specific Content Submissions. (g) Company will endeavor to act on objectionable content reports received from third parties with due haste, which, without limiting any other right Company may have, may involve removal of the objectionable content and termination of your rights to use the Application. (h) While Company does make backups of its infrastructure, this is solely for Catastrophic Failure or Disaster Recovery. You are solely responsible at your own cost and expense to create backup copies of your Content Submissions. Restoration of accidentally deleted Content Submission may be evaluated at a fee by Company, if possible. (i) You agree that in no event shall Company be under any obligation of confidentiality or restricted use, express or implied, with respect to your Content Submissions. You represent and warrant that (i) you own or otherwise control, and shall own or otherwise control, all necessary rights to your Content Submissions, (ii) such Content Submissions do not and shall not infringe, misappropriate, or otherwise violate the intellectual property rights of a third party, (iii) any such Content Submission (1) is and shall remain accurate; (2) does not and shall not contain libelous, defamatory or

otherwise unlawful or offensive material; (3) does not and shall not violate anyone's rights to publicity or privacy; (4) does not and will not cause injury to any person, property or entity (including without limitation by containing software viruses or any other form of malware); (7) does not contain any insider information or other confidential and regulated financial information; and (8) does not and will not otherwise violate this Agreement. (j) Company has no tolerance for Content Submissions that violate the foregoing representations and warranties or otherwise contain inappropriate or offensive content, and the Company reserves the right to take action at its sole discretion, including terminating your rights to use the Application. (k) Company is not liable for any statements, representations, or omissions made through your Content Submissions on the Application or Third Party Websites. It is your responsibility to exercise due care and caution (for your privacy, safety, and identity, among other concerns) when posting your Content Submissions or in connection with any use of the Application or Third Party Websites. (l) Further, you agree to hold Company blameless for any damages that result from you or your subordinate's use of the Application in a way that may violate copyright laws, or any other law or rule regarding content made public via the Internet.

**ARTICLE VI- UPDATES & MAINTENANCE**

**1. Standard Maintenance and Software Updates.** Company may from time to time in its sole discretion develop and provide Application updates, which may include upgrades, bug fixes, patches and other error corrections, or new features (collectively, including related documentation, Updates ). (a) Updates may modify or delete in their entirety certain features and functionality. You acknowledge that Company has no obligation to support the Application's specific function, provide any Updates, or to continue to provide or enable any particular features or functionality. (b) You agree to allow for Application downtime due to standard maintenance on a scheduled basis, during non-business hours in the Eastern time zone, not to exceed 4 hours. For exceptionally long maintenance Company agrees to notify customers.

**ARTICLE VII – Service Level Agreements**

**1. Service is provided with best effort, and best practices.** Company will exercise best efforts to ensure that the software Application remains functional, reachable over the internet, and available to you. You acknowledge that connections on the internet are two-way and outages may not be the fault of the Company. (a) While Company will act in good faith to provide a working product, as it is in the continued interest of Company to provide a high quality experience to you. However, Company does not warrant or guarantee that the software Application will remain reachable over the internet, and function for any purpose at all times. (b) Company will not provide subscription refunds in the case of malfunction or outage not directly related to the Application and the actions of Company. Company will not be held liable for damages, real or perceived, that result from your inability to use or reach the Application via the internet. (c) You acknowledge that requesting a specific feature does not obligate Company to act upon that request, nor does notification of an error obligate Company to repair it. (d) In the case of security breach or other potential exposure of information, Company will act with due haste to make repairs and correct such issues. (e) Company will use monitoring software against Application to ensure it is online and functional at all times. Company will respond with due haste to any notifications from monitoring software, and issue updates to you if an outage will last longer than an hour. (f) Company will make best efforts to ensure Application is online and functional with a 99% rating.

**ARTICLE VII – INFORMATION SECURITY & DATA RETENTION**

**1. Your Protection, and Internal policy.** Company will make best efforts, and utilize industry standard technology to ensure that your data is protected. Company will discard data after a specific period to avoid massing sensitive information, limiting risk, and storage consumption. (a) Third party integrations may allow for a wider area of attack, and it is your responsibility to ensure that passwords are secure on both Company website as well as Third Party sites (i.e. Facebook, linkedin, hubspot, etc) that you may choose to integrate. (b) Company encrypts sensitive data before storing in the database, and Company does not store any billing information. (c) Company makes use of transport encryption at all times, ensuring that data is encrypted as it is sent from point A to point B. This includes but is not limited to encryption and protocols such as SSL, SSH, TLS, HTTPS, etc. (d) You acknowledge that security is important to you, and that you will use best practices to safeguard yourself and those around you by inspecting emails, links, etc. before furnishing any sensitive information or interaction. Company will never ask for your security

credentials in any way. (e) Company has no right or obligation to share security incident information with any party other than Law Enforcement. (f) Company maintains a lifecycle and retention process for data, and may purge any information older than six months from its databases, logs, etc. as space and security considerations dictate. ARTICLE VII – TERM AND TERMINATION 1. The term of this Agreement commences when you create a user account on Company website and will continue in effect until terminated by you or Company as set forth in this agreement. (a) You may terminate this Agreement by deleting your account on Company web-based Application to cancel your account and follow the appropriate cancellation protocol based on the specifics of your account type. (b) Company may terminate this Agreement at any time without notice if it ceases to support the Application, which Company may do at its sole discretion. (c) This Agreement

will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement. 2. Upon termination. Upon termination of this Agreement: (a) All rights granted to you under this Agreement will also terminate; (b) you must cease all use of the Application; (c) any rights assigned to Company in accordance with any section of this Agreement will survive and remain with Company. Termination will not limit any of Company's rights or remedies at law or in equity, or otherwise affect either party's obligations which by their nature survive termination. ARTICLE VIII – DISCLAIMER OF WARRANTIES 1. Warranty THE APPLICATION IS PROVIDED TO YOU AS IS AND AS AVAILABLE, WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. YOU ASSUME THE SOLE RISK OF USING THE APPLICATION. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE APPLICATION, INCLUDING ALL WARRANTIES OF ACCURACY, RELIABILITY, TIMELINESS OR USEFULNESS OF CONTENT, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, NO ENCUMBRANCES, NO LIENS, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE VIRUS OR ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, THEREFORE SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. 2. Limitation of Liability TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION OR THE THIRD PARTY CONTENT AND SERVICES FOR: PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES; OR DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION. THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

3. Indemnification. You agree to indemnify, defend and hold harmless Company and its officers, directors, employees, agents, affiliates, successors and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and litigation expenses, arising from or relating to your use or misuse of the Application or your breach of this Agreement, including without limitation any claim of infringement or misappropriation related to your Content Submissions. Furthermore, you agree that Company assumes no responsibility for the content you submit or make available through this Application.

4. US Government Rights. The Application is commercial computer software, as such term is defined in 48 C.F.R. Â§2.101. Accordingly, if you are an agency of the US Government or any contractor therefor, you receive only those rights with respect to the Application as are granted to all other end users under license, in accordance with (a) 48 C.F.R. Â§227.7201 through 48 C.F.R. Â§227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. Â§12.212, with respect to all other US Government licensees and their contractors.

5. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

6. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or related to this Agreement or the Application shall be instituted exclusively in the federal courts of the United States or the courts of the State of North Carolina in each case located in Wake County. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

7. Limitation of Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE APPLICATION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

8. Third Party Beneficiaries. You agree that you do not intend any third party beneficiaries to this Agreement.

9. Entire Agreement. This Agreement constitutes the entire agreement between you and Company with respect to the Application and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application.

10. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase order or other terms, the terms of this Agreement shall govern.