

TELLEM WEBSITE AND TELLEM SERVICES

TERMS OF USE

Last Updated: January 20, 2024

1. AGREEMENT

Welcome to Tellem, a service and application provided by Feedback Worldwide. These Terms of Use (“**Terms**”), together with our Privacy Policy, constitutes a written contract (the “**Agreement**”) between you (“**You**” or “**Your**”) and Feedback Worldwide, LLC (“**Feedback WorldWide**,” “**we**,” or “**us**”) governing your use of www.myTellem.com (the “**Website**”), our mobile application (the “**Tellem App**”) and/or any other website, application, or software where these Terms appear or are linked (collectively, the “**Services**”). By accessing the Website or Tellem App, creating an account, or by utilizing the Services you agree to be bound by the Agreement. If you do not understand this Agreement, or do not agree to be bound by it or the Privacy Policy, you must immediately cease accessing or using the Website or Services.

These Terms contain provisions that require the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions, and also limit the remedies available to you in the event of a dispute. See below in Section 24 for full details.

We encourage you to print the Agreement or copy it to your computer’s hard drive for your reference.

2. PRIVACY POLICY

We take your privacy very seriously; as such, our Privacy Policy is an important part of and incorporated by reference into this Agreement. The Privacy Policy explains how we collect information from You and how we use and share that information to provide our Services. By using the Services, You represent and warrant that You have read and understood, and agree to be bound by, this Agreement and Feedback Worldwide’s Privacy Policy.

3. CHANGES TO AGREEMENT AND PRIVACY POLICY

Internet technology and the applicable laws, rules, and regulations change frequently. ACCORDINGLY, FEEDBACK WORLDWIDE RESERVES THE RIGHT TO CHANGE THIS AGREEMENT AND ITS PRIVACY POLICY AT ANY TIME UPON NOTICE TO YOU, TO BE GIVEN BY THE POSTING OF A NEW VERSION OR A CHANGE NOTICE ON THE WEBSITE. IT IS YOUR RESPONSIBILITY TO REVIEW THIS AGREEMENT

AND THE PRIVACY POLICY PERIODICALLY. IF AT ANY TIME YOU FIND EITHER UNACCEPTABLE, YOU MUST IMMEDIATELY LEAVE THE WEBSITE AND CEASE USING THE SERVICES. Unless Feedback Worldwide obtains Your express consent, any revised Privacy Policy will apply only to information collected by Feedback Worldwide after such time as the revised Privacy Policy takes effect, and not to information collected under any earlier Privacy Policies.

4. ELIGIBILITY

By accessing and/or using the Website or Services, including by doing so after accessing this Agreement, you represent and warrant that you are at least 18 years old and are otherwise legally qualified to enter into and form contracts under applicable law. If You are using the Website or Services on behalf of a company, You further represent and warrant that You are authorized to act and enter into contracts on behalf of that company. If at any time You cease to meet these requirements, You must immediately cease use of the Services and delete your Account. This Agreement is void where prohibited.

5. FEEDBACK WORLDWIDE'S LIMITED ROLE; TECHNOLOGY SOLUTION ONLY

Feedback Worldwide's role with respect to the provision of the Services is limited. While we assist users in publishing reviews through the Services, we are not directly involved in the creation or selection of any Content submitted by users. Without limitation, Feedback Worldwide does not guarantee that it will pre-screen users or any Content and/or information provided by users. We do not guarantee the identity of any user. Feedback Worldwide does not directly control the quality of any aspect of the Services, including the accuracy of any Content. Users are entirely responsible for conducting their own due diligence. Under Section 230 of the Communications Decency Act and similar laws, the Website and Tellem App are a platform service and not the publisher or speaker of any third-party content, including user Content. For additional information, please carefully review Section 21 (Disclaimers; Limitation of Liability).

6. PAYMENTS; BILLING AND CANCELLATION

Payments. You agree to pay Feedback Worldwide all fees associated with Your use of the Services ("**Fees**"), as indicated to You at the time you agree to such Fees (such as through registration or the checkout process). All transmissions of payment information through the Website are secured with Internet-standard TLS (also known as HTTPS) encryption.

Subscriptions. We offer access to certain parts of the Services on a subscription basis. If You enroll in a subscription plan (Your "**Subscription**"), You will be billed according to the terms of the Subscription as displayed to You at the time You enroll (the "**Subscription Terms**").

Timing of Subscription Payments. At the time you enroll in Your Subscription, You will be required to provide payment card information to pay for the Fees associated with Your

Subscription. If You choose to enroll in a Subscription, ***You understand and agree that Your credit or debit card on file will be charged Fees for additional Subscription periods (e.g., once per month) without obtaining further permission or confirmation from You. In other words, Your Subscription renews automatically unless canceled in advance of the next payment period.*** The current subscription cost for a base subscription cost is \$9.99 per location per month (exclusive of any premium add on features that you may choose to add) plus applicable sales tax. Sales tax will be added to the monthly subscription price once Feedback Worldwide reaches the threshold in your State of purchase to begin collecting sales tax. If you are tax exempt it is your exclusive obligation to inform Feedback Worldwide of such and to provide the official exemption documentation. Upon receipt the sales tax will be excluded from your State of purchase subscription. If You should add services to Your Account during any given monthly subscription cycle, You will be charged a prorated charge for the additional services from the point of adding the services through the remainder of Your monthly subscription cycle. This prorated charge will occur immediately and the recurring full charge will occur on or about the beginning of Your next monthly subscription cycle. You acknowledge and agree that the amount billed each month may vary from month to month for reasons that may include you changing and/or adding/deleting services and You authorize Feedback Worldwide to charge Your Payment Method for such varying amounts.

Changes in Fees. Feedback Worldwide may find it necessary to change the Fees in effect for a Subscription and reserves the right to do the same in its sole discretion. Except as otherwise expressly provided for in these Terms, Feedback Worldwide will not increase Fees for Your Subscription without prior notice to You that is sufficient to afford You an opportunity change or cancel Your Subscription before incurring the increased fees.

Changes and Cancellations. You may cancel or change Your Subscription at any time by emailing billing@myTellem.com or by canceling any or all locations you are subscribed for. If you choose to change or cancel Your Subscription, You must do so at least two (2) days before your payment method is charged for the next Subscription payment in order to avoid said payment.

You may edit your payment method information by visiting the Website and clicking on the "User Profile" link. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise and You do not edit Your payment method information or cancel Your Account, Feedback Worldwide reserves the right, in its sole discretion, to cancel Your access to the Services and delete Your Account.

Any billing inquiries should be sent to billing@myTellem.com .

Refunds. Due to the nature of the Services, unless otherwise indicated at your time of checkout or in this Agreement, or as otherwise required by law, ALL SALES ARE FINAL AND THERE ARE NO REFUNDS.

For subscribers residing in Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, and Wisconsin, and as otherwise required by law, the terms below apply:

You may cancel your subscription, without penalty or obligation, at any time prior to midnight of the third business day following the date you subscribed. In the event that you die before the end of your subscription period, your estate shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your death. In the event that you become disabled (such that you are unable to use the Services) before the end of your subscription period, you shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your disability by providing the company notice in the same manner as you request a refund as described herein.

7. LICENSE

Subject to Your compliance with the terms and conditions of this Agreement, Feedback Worldwide grants You a non-exclusive, non-sublicensable, revocable as stated in this Agreement, non-transferable license to use the Website and Services. The Website and Services, or any portion of the Website and Services, may not be reproduced, duplicated, copied, modified, sold, resold, distributed, transmitted, or otherwise exploited for any commercial purpose without the express written consent of Feedback Worldwide. All rights not expressly granted herein are reserved by Feedback Worldwide. Without limitation, this Agreement grants You or any other party no rights in or to the intellectual property of Feedback Worldwide or any of its Services, except as expressly set forth herein. The license granted in this section is conditioned on Your compliance with the terms and conditions of this Agreement. Your rights under this section will immediately terminate in the event that You breach, actually or potentially in the sole judgment of Feedback Worldwide, any provision of this Agreement.

8. NO RELIANCE ON THIRD-PARTY OR USER CONTENT

The information on the Website is provided for informational purposes only. The Website and Services are provided only as a technology solution. Opinions, advice, statements, or other information made available by means of the Website and Services by third-parties, including users of the Tellem App, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. Feedback Worldwide does not: (i) guarantee the accuracy, completeness, or usefulness of any third-party information accessible on or through the Website or Services; or (ii) adopt, endorse, or accept responsibility for the accuracy or reliability of any opinion, advice or statement made by a third-party or user by means of the Website and/or Services. Under no circumstances will Feedback Worldwide be responsible for any loss or damage resulting from your reliance on information or other content posted on the Website or transmitted to or by any third-party or users of the Tellem App.

9. ASSUMPTION OF RISK; RELEASE

YOU KNOWINGLY AND FREELY ASSUME ALL RISK WHEN USING THE WEBSITE AND SERVICES. YOU, ON BEHALF OF YOURSELF, YOUR PERSONAL REPRESENTATIVES, AND YOUR HEIRS, HEREBY VOLUNTARILY AGREE TO RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, DEFEND, AND INDEMNIFY FEEDBACK WORLDWIDE AND ITS OWNERS, STOCKHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, CONSULTANTS, REPRESENTATIVES, SUBLICENSEES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE “**FEEDBACK WORLDWIDE PARTIES**”) FROM ANY AND ALL CLAIMS, ACTIONS, OR LOSSES FOR BODILY INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, EMOTIONAL DISTRESS, LOSS OF PRIVACY, OR OTHER DAMAGES OR HARM, WHETHER TO YOU OR TO THIRD PARTIES, THAT MAY RESULT FROM YOUR USE OF THE WEBSITE AND SERVICES.

10. **YOUR ACCOUNT; USER INFORMATION; PASSWORD PROTECTION** To access and/or use the Website and Services, You may be asked to create an account (Your “**Account**”) which may require You to provide certain registration details or other information. You represent and warrant that all user information You provide in connection with Your use of the Website and Services will be current, complete, and accurate, and that You will update that information as necessary to maintain its completeness and accuracy by visiting your personal profile.

If Feedback Worldwide believes in its sole discretion that the information You provide is not current, complete, or accurate, Feedback Worldwide has the right to refuse or suspend Your access to the Website and Services and/or to terminate or suspend your Account at any time. You represent and warrant that You will not create a fake Account. For additional information, see the Section concerning “User Ability to Access, Update, and Correct Personal Information” in Feedback Worldwide’s Privacy Policy.

As part of Your Account registration process, You may also be asked to provide a username and password. You are entirely responsible for maintaining the confidentiality of Your username and password. You may not use Your Account, username, mobile number, phone number, or password of any other member at any time. You agree to notify Feedback Worldwide immediately of any unauthorized use of Your Account, username, mobile number, phone number, or password. All such notices should be sent to support@myTellem.com.

If we suspect, in our sole discretion, that there has been a breach of Your Account security, we reserve the right to refuse access to the Services, terminate your Account, suspend or terminate your right to use the Services, or take such other action as we deem necessary, in our sole discretion.

Feedback Worldwide shall not be liable for any loss that You incur as a result of someone else using Your password or mobile number, or phone number either with or without Your knowledge. You may be held liable for any losses incurred by Feedback Worldwide, its affiliates, officers, directors, employees, consultants, agents, and representatives due to someone else's use of Your Account, password, or mobile number.

11. YOUR INTERACTIONS WITH OTHER USERS

YOUR CONTENT CAN ONLY BE SENT BETWEEN OTHER REGISTERED USERS. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS. YOU ACKNOWLEDGE AND UNDERSTAND THAT FEEDBACK WORLDWIDE THROUGH THE USE OF THE TELLEM APP AND OR SERVICES HAS NOT, AND DOES NOT, IN ANY WAY GUARANTEE THAT IT WILL: (A) SCREEN ITS USERS; (B) INQUIRE INTO THE BACKGROUNDS OF ITS USERS; OR (C) REVIEW OR VERIFY THE STATEMENTS OF ITS USERS. YOU HEREBY AGREE TO EXERCISE REASONABLE PRECAUTION IN ALL INTERACTIONS WITH OTHER USERS, RELYING ON ANY INFORMATION PROVIDED BY OTHER USERS, PARTICULARLY IF YOU DECIDE TO MEET ANOTHER USER OR USERS IN PERSON. FEEDBACK WORLDWIDE DOES NOT REPRESENT, WARRANT, ENDORSE OR GUARANTEE THE CONDUCT OF OR ACCURACY OF THE CONTENT PROVIDED BY ITS USERS. IN NO EVENT SHALL FEEDBACK WORLDWIDE BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO ANY USER'S CONDUCT OR CONTENT PROVIDED IN CONNECTION WITH SUCH USER'S USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, BODILY INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, EMOTIONAL DISTRESS, LOSS OF PRIVACY OR ANY OTHER DAMAGES OR LOSS RESULTING FROM ANY ACTIONS, INCLUDING COMMUNICATIONS BY OR MEETINGS BETWEEN USERS.

12. CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS FROM FEEDBACK WORLDWIDE

Without limitation, by registering for the Website and/or Services and/or by providing your name and email address and/or mobile phone number through the Website or Services, you hereby expressly consent to receive electronic and other communications from Feedback Worldwide, periodically, including email and short-message service ("SMS" or "text message") communications, and in-app notifications regarding the Website and/or Services, new product offers, promotions, and other matters. You may opt-out of receiving electronic communications relating to new products, product offers, and promotions that are generated by Feedback Worldwide at any time by following the unsubscribe instructions contained in each communication.

13. CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS FROM FEEDBACK WORLDWIDE USERS

Without limitation, by registering for the Website and/or Services and/or by providing your name or email address and/or your mobile phone number through the Website or Services, you hereby consent to receive electronic communications, including email, short-message service (“SMS”) messages, instant messages, and other personal messages from Feedback Worldwide or registered Feedback Worldwide users to whom You have communicated and other registered users of the Website and Services.

14. ELECTRONIC COMMUNICATIONS FROM FEEDBACK WORLDWIDE PARTNER MARKETERS

Feedback Worldwide does not partner with third party marketing companies, affiliates, advertising agencies, and data aggregation companies. Accordingly, You will not receive offers or communications from such parties regarding their services, including offers, promotions, and other related matters.

15. THIRD-PARTY SERVICE PROVIDERS

The Services may be linked to third-party service providers for the purpose of enabling the Services to function as needed. Feedback Worldwide does not have control over the performance of third-party service providers. Accordingly, Feedback Worldwide does not represent, warrant, or endorse any third-party service providers, or the accuracy, currency, content, fitness, lawfulness, or quality of the information, material, goods, or services available through third-party service providers.

16. USER CONTENT

"Content" is any content, material, or information, not including personally identifiable information (e.g., first and last name, address, phone number, email address, contact, and demographic data, etc.), that You submit, upload, and/or post to, or transmit, display, perform, or distribute by means of, the Website or Services, whether in connection with Your use of Services or otherwise. This includes without limitation text, personal photos, videos, emoticons and/or promotional content. Feedback Worldwide does not claim ownership of any Content. You retain all right, title and interest, including without limitation all worldwide intellectual property rights, in and to Your Content. BY SUBMITTING, UPLOADING, OR POSTING CONTENT IN ANY FORM WITH, THROUGH, OR TO THE WEBSITE OR THROUGH USE OF THE SERVICES, YOU THEREBY GRANT THE FEEDBACK WORLDWIDE PARTIES A ROYALTY-FREE, PERPETUAL, NON-EXCLUSIVE, UNRESTRICTED, FULLY PAID-UP, WORLDWIDE, SUBLICENSABLE, REVOCABLE (AS SET FORTH IN SECTION 25 OF THIS AGREEMENT), ASSIGNABLE LICENSE TO COPY OR OTHERWISE REPRODUCE, MODIFY, ADAPT, TRANSLATE, DISTRIBUTE, ENHANCE, TRANSMIT, PUBLICLY DISPLAY OR PERFORM, REFORMAT, AND/OR OTHERWISE USE YOUR CONTENT IN CONNECTION WITH THE OPERATION OF THE WEBSITE, SERVICES, OR ANY

OTHER SIMILAR OR RELATED BUSINESS, IN ANY MEDIUM NOW EXISTING OR LATER DEvised, INCLUDING WITHOUT LIMITATION IN ADVERTISING AND PUBLICITY. YOU AGREE TO WAIVE, AND HEREBY WAIVE, ANY CLAIMS ARISING FROM OR RELATING TO THE EXERCISE BY THE FEEDBACK WORLDWIDE PARTIES OF THE RIGHTS GRANTED UNDER THIS SECTION. YOU WILL NOT BE COMPENSATED FOR ANY EXERCISE OF THE LICENSE GRANTED UNDER THIS SECTION. You hereby represent and warrant that You: (a) own all rights, title and interest in and to any and all Content You submit, or are otherwise authorized to grant the rights provided the Feedback Worldwide Parties under this section, (b) have written consent, release, and/or permission of each and every identifiable individual person in any Content You submit to use the name and likeness of each and every such identifiable person in the Content; and (c) will not submit any Content that does not fully comply with Feedback Worldwide's prohibitions against Objectionable Content, as detailed in Section 19. Feedback Worldwide reserves the right, in its sole discretion, to reject any Content for any reason. "Objectionable Content" specified in Section 19 and "Prohibited Uses" in Section 20 are not exhaustive lists of content that Feedback Worldwide reserves the right to remove or deny.

17. YOUR RESPONSIBILITY FOR DEFAMATORY COMMENTS

You agree and understand that You may be held legally responsible for damages suffered by other users of the Services or third-parties as the result of Your remarks, information, feedback, or other Content posted, transmitted or made available through the Services that may be deemed defamatory or otherwise legally actionable. Under the Federal Communications Decency Act of 1996, Feedback Worldwide is not legally responsible, nor can it be held liable for damages of any kind, arising out of or in connection to any defamatory or otherwise legally actionable remarks, information, feedback, or other content posted or made available on the Website or through the Services.

18. OBJECTIONABLE CONTENT

You represent and warrant that You shall not use the Website or Services to upload, post, transmit, display, perform, or distribute any Content, information, opinions or materials that: (a) are libelous, defamatory, abusive, threatening, excessively violent, harassing, obscene, lewd, lascivious, filthy, or pornographic; (b) constitute child pornography; (c) solicit personal information from or exploit in a sexual or violent manner anyone under the age of 18; (d) incite, encourage, or threaten physical harm against another; (e) promote or glorify racial intolerance, use hate and/or racist terms, or signify hate towards any person or group of people; (f) glamorize the use of illegal substances and drugs; (g) advertise or otherwise solicit funds or constitute a solicitation for goods or services that are deemed illegal; (h) violate any provision of this Agreement or any other Feedback Worldwide agreement or policy, including without limitation Feedback Worldwide's Privacy Policy; (i) discloses another's personal, confidential, or proprietary

information; (j) is false or fraudulent; (k) contains images or videos of individuals captured or posted without their consent; (l) promotes self-destructive behavior (including without limitation eating disorders or suicide); or (m) is generally offensive, rude, mean-spirited, or in bad taste, as determined by Feedback Worldwide in its sole discretion (collectively, “**Objectionable Content**”). Feedback Worldwide disclaims any perceived, implied, or actual duty to monitor the contents of the Website and/or Services and specifically disclaims any responsibility or liability for information provided therein. Without limiting any of its other remedies, Feedback Worldwide reserves the right to terminate Your use of the Website and Services or Your uploading, posting, transmission, display, performance or distribution of Objectionable Content. Feedback Worldwide, in its sole discretion, may delete any Objectionable Content from its servers.

Feedback Worldwide intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of this Agreement or of any applicable laws.

19. PROHIBITED USES

Feedback Worldwide imposes certain restrictions on Your use of the Website and the Services. You represent and warrant that you will not: (a) “stalk” or otherwise harass any user, communicate to a paid user in a manner designed to skew or otherwise alter a paid user’s ratings, or contact any person who has requested not to be contacted; (b) provide false, misleading or inaccurate information to Feedback Worldwide or any other Tellem user; (c) impersonate, or otherwise misrepresent affiliation, connection or association with, any person or entity; (d) while, using the Website and Services, use “ad blocking” software or similar built-in web browser options designed to hide, block or prevent the proper display of online advertising; (e) modify or change the placement and location of any advertisement appearing on the Website; (f) harvest or otherwise collect information about Feedback Worldwide users, including email addresses and phone numbers; (g) use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars, or intelligent agents) to harvest or otherwise collect information from the Website or Tellem applications for any use, including without limitation use on third-party websites; (h) access content or data not intended for You, or log onto a server or account that You are not authorized to access; (i) attempt to probe, scan, or test the vulnerability of the Services, the Website, or any associated system or network, or breach security or authentication measures without proper authorization; (j) interfere or attempt to interfere with the use of the Website or Services by any other user, host, or network, including, without limitation by means of submitting a virus, overloading, “flooding,” “spamming,” “mail bombing,” or “crashing”; (k) use the Website or Services to send unsolicited communications, including without limitation promotions or advertisements for products or services; (l) forge any TCP/IP packet header or any part of the header information in any e-mail or in any uploading or posting to, or transmission, display, performance or distribution by means of, the Website or Services; or (m) attempt to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source

code used by the Feedback Worldwide Parties in providing the Website or Services. Any violation of this section may subject You to civil and/or criminal liability.

20. INTELLECTUAL PROPERTY

1. Compliance with Law

You represent and warrant that, when using the Website and Services, You will obey the law and respect the intellectual property rights of others. Your use of the Website and Services is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property generally. You agree not to upload, post, transmit, display, perform, or distribute any Content, information or other materials in violation of any third-party's copyrights, trademarks, or other intellectual property or proprietary rights. YOU HEREBY REPRESENT AND WARRANT THAT YOU ARE THE SOLE AND EXCLUSIVE OWNER OF ANY CONTENT THAT YOU SUBMIT TO THE WEBSITE AND OR THROUGH THE SERVICES. YOU SHALL BE SOLELY RESPONSIBLE FOR ANY VIOLATIONS OF ANY LAWS AND FOR ANY INFRINGEMENTS OF THIRD-PARTY RIGHTS CAUSED BY YOUR USE OF THE WEBSITE AND SERVICES.

2. Trademarks

Tellem, the Tellem logo, Feedback Worldwide and the Feedback Worldwide logos (collectively, the “**Feedback Worldwide Marks**”) are trademarks or registered trademarks of Feedback Worldwide. Other trademarks, service marks, graphics, logos, and domain names appearing on the Website or Services may be the trademarks of third-parties. Neither Your use of the Website and Services nor this Agreement grant You any right, title or interest in or to, or any license to reproduce or otherwise use, the Feedback Worldwide Marks or any third-party trademarks, service marks, graphics, logos, or domain names. You agree that any goodwill in the Feedback Worldwide Marks generated as a result of Your use of the Website and Services will inure to the benefit of Feedback Worldwide, and You agree to assign, and hereby do assign, all such goodwill to Feedback Worldwide. You shall not at any time, nor shall You assist others to, challenge Feedback Worldwide's right, title, or interest in or to, or the validity of, the Feedback Worldwide Marks.

3. Copyrighted Materials; Copyright Notice

All content and other materials available through the Website and Services, including without limitation the Feedback Worldwide logos, design, text, graphics, and other files, and the selection, arrangement, and organization thereof, are either owned by Feedback Worldwide, or are the property of Feedback Worldwide's licensors and suppliers. Except as explicitly provided, neither Your use of the Website and Services nor this Agreement grant You any right, title, or interest in or to any such materials.

4. DMCA Policy

As Feedback Worldwide asks others to respect Feedback Worldwide's intellectual property rights, Feedback Worldwide respects the intellectual property rights of others. If you believe content located on or linked-to by the Website violates Your copyright, you are encouraged to please immediately notify Feedback Worldwide by means of emailed notice ("**Infringement Notice**"), providing the information described herein. If Feedback Worldwide takes action in response to an Infringement Notice, it will make a good faith attempt to contact the party that made such content available by means of the most recent email address and or mobile phone number, if any, provided by such party to Feedback Worldwide. Please be advised that you may be held liable for damages based on certain material misrepresentations contained in an Infringement Notice. Thus, if you are not sure content located on or linked-to by the Website or Service infringes your copyright, you should consider first contacting an attorney.

All Infringement Notices should include the following:

1. A signature, electronic or physical, of the copyright owner or a person authorized to act on their behalf;
2. An identification of the copyright claimed to have been infringed;
3. A description of the nature and location of the material that you claim to infringe your copyright, in sufficient detail to permit Feedback Direct to find and positively identify that material;
4. Your name, address, telephone number and email address; and
5. A statement by you: (i) that you believe in good faith that the use of the material that you claim to infringe your copyright is not authorized by law, or by the copyright owner or such owner's agent; and, (ii) under penalty of perjury, that all of the information contained in your Infringement Notice is accurate, and that you are either the copyright owner or a person authorized to act on their behalf.

Infringement Notices should be sent to infringement@myTellem.com with the subject line "DMCA Notice. – [INSERT YOUR NAME OR YOUR COMPANY'S NAME]". Feedback Worldwide will respond to all such notices, including as required or appropriate by removing the offending material or disabling all links to the offending material.

21. DISCLAIMERS; LIMITATION OF LIABILITY

1. NO WARRANTIES

TO THE FULLEST EXTENT PERMITTED BY LAW, FEEDBACK WORLDWIDE, ON BEHALF OF ITSELF AND ITS LICENSORS AND SUPPLIERS, HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR

IMPLIED, REGARDING THE WEBSITE AND SERVICES, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NO ENCUMBRANCE, OR TITLE, IN ADDITION TO ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEITHER FEEDBACK WORLDWIDE NOR ITS LICENSORS OR SUPPLIERS WARRANTS THAT THE WEBSITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE WEBSITE OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR- FREE. THE LIABILITY OF FEEDBACK WORLDWIDE FOR DAMAGES ARISING OUT OF THE FURNISHING OF SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, TORTIOUS CONDUCT, ERRORS, OR OTHER DEFECTS, REPRESENTATIONS, OR ARISING OUT OF THE FAILURE TO FURNISH THE SERVICES, WHETHER CAUSED BY ACTS OF COMMISSION OR OMISSION, OR ANY OTHER DAMAGE OCCURRING, SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. FEEDBACK WORLDWIDE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS OR LOST REVENUES), WHETHER CAUSED BY THE ACTS OR OMISSIONS OF FEEDBACK WORLDWIDE PARTIES, OR FEEDBACK WORLDWIDE TELLEM USERS, OR THEIR AGENTS OR REPRESENTATIVES.

- 2. YOUR RESPONSIBILITY FOR LOSS OR DAMAGE; BACKUP OF DATA** YOU AGREE THAT YOUR USE OF THE WEBSITE AND SERVICES IS AT YOUR SOLE RISK. YOU WILL NOT HOLD FEEDBACK WORLDWIDE OR ITS LICENSORS AND SUPPLIERS, AS APPLICABLE, RESPONSIBLE FOR ANY LOSS OR DAMAGE THAT RESULTS FROM YOUR ACCESS TO OR USE OF THE WEBSITE OR SERVICES, INCLUDING WITHOUT LIMITATION ANY LOSS OR DAMAGE TO ANY OF YOUR DEVICES, DATA, OR CONTENT. THE WEBSITE AND SERVICES MAY CONTAIN BUGS, ERRORS, PROBLEMS, OR OTHER LIMITATIONS. IMPORTANTLY, YOU HEREBY ACKNOWLEDGE THAT A CATASTROPHIC DISK FAILURE OR OTHER EVENT COULD RESULT IN THE LOSS OF ALL OF THE DATA RELATED TO YOUR ACCOUNT. YOU AGREE AND UNDERSTAND THAT IT IS YOUR RESPONSIBILITY TO BACKUP YOUR DATA TO YOUR PERSONAL COMPUTER OR EXTERNAL STORAGE DEVICE AND TO ENSURE SUCH BACKUPS ARE SECURE. FEEDBACK WORLDWIDE RETAINS THE DISCRETION TO ELIMINATE ALL USER DATA AND CONTENT IMMEDIATELY UPON TERMINATION OF THE SERVICES. IF AT ANY TIME YOU CANCEL THE SERVICES, ELIMINATE A PHONE OR

MOBILE NUMBER OR ELIMINATE A LOCATION, YOU WILL NO LONGER HAVE ACCESS TO ANY CONTENT ASSOCIATED WITH THE LOCATION, PHONE OR MOBILE NUMBER CANCELED. UPON REACTIVATING THE SERVICES USING THE SAME NUMBER(S) AND ASSOCIATED WITH THE SAME REGISTERED ACCOUNT, YOUR CONTENT MAY NOT BE AVAILABLE.

3. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL FEEDBACK WORLDWIDE OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST DATA OR CONFIDENTIAL OR OTHER INFORMATION, LOSS OF PRIVACY, LOSS OF CONTENT, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, FAILURE TO MEET ANY DUTY INCLUDING WITHOUT LIMITATION OF GOOD FAITH OR OF REASONABLE CARE, NEGLIGENCE, OR OTHERWISE, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES OR OF ANY ADVICE OR NOTICE GIVEN TO FEEDBACK WORLDWIDE OR ITS LICENSORS AND SUPPLIERS ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE WEBSITE OR SERVICES. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER THE DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY OR FORM OF ACTION. ADDITIONALLY, THE MAXIMUM LIABILITY OF FEEDBACK WORLDWIDE AND ITS LICENSORS AND SUPPLIERS TO YOU UNDER ALL CIRCUMSTANCES SHALL BE \$50.00. YOU AGREE THAT THIS LIMITATION OF LIABILITY REPRESENTS A REASONABLE ALLOCATION OF RISK AND IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN FEEDBACK WORLDWIDE AND YOU. THE WEBSITE AND SERVICES WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS.

4. APPLICATION

THE ABOVE DISCLAIMERS, WAIVERS AND LIMITATIONS DO NOT IN ANY WAY LIMIT ANY OTHER DISCLAIMER OF WARRANTIES OR ANY OTHER LIMITATION OF LIABILITY IN ANY OTHER AGREEMENT BETWEEN YOU AND FEEDBACK WORLDWIDE OR BETWEEN YOU AND ANY OF FEEDBACK WORLDWIDE'S LICENSORS AND SUPPLIERS. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES OR THE LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE DISCLAIMERS, WAIVERS, AND LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. UNLESS LIMITED OR MODIFIED BY APPLICABLE LAW, THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE FEEDBACK WORLDWIDE'S LICENSORS AND

SUPPLIERS ARE INTENDED THIRD- PARTY BENEFICIARIES OF THESE DISCLAIMERS, WAIVERS, AND LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE WEBSITE OR OTHERWISE SHALL ALTER ANY OF THE DISCLAIMERS OR LIMITATIONS STATED IN THIS SECTION.

22. YOUR REPRESENTATIONS AND WARRANTIES

You represent and warrant that Your use of the Website and Services will be in accordance with this Agreement and any other Feedback Worldwide policies, and with any applicable laws or regulations.

23. INDEMNITY BY YOU

Without limiting any indemnification provision of this Agreement, You (the “Indemnitor”) agree to defend, indemnify and hold harmless Feedback Worldwide and the Feedback Worldwide Parties (collectively, the “**Indemnitees**”) from and against any and all claims, actions, demands, causes of action, and other proceedings (collectively, “**Claims**”), including but not limited to legal costs and fees, and providing sole and exclusive control of the defense of any action to Feedback Worldwide, including the choice of legal counsel and all related settlement negotiations, arising out of or relating to: (i) the relationship between You and Feedback Worldwide, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory; (ii) Your breach of this Agreement, including without limitation any representation or warranty contained in this Agreement; (iii) Your access to or use of the Website or Services; (iv) Your provision to Feedback Worldwide or any of the Indemnitees of information or other data; or (v) Your violation or alleged violation of any foreign or domestic, international, federal, state, or local law or regulation; or (vi) Your violation or alleged violation of any third party’s copyrights, trademarks, or other intellectual property or proprietary rights.

The Indemnitees each have the individual right, but not the obligation, to participate through counsel of their choice in any defense by You of any Claim as to which You are required to defend, indemnify, or hold harmless any, each, and/or all Indemnitees. You may not settle any Claim without the prior written consent of the concerned Indemnified Parties.

24. GOVERNING LAW; JURISDICTION AND VENUE

1. 1-Year Limitations Period

ANY CAUSE OF ACTION BY YOU ARISING OUT OF OR RELATING TO THE WEBSITE, USE OF SERVICES, OR THIS AGREEMENT MUST BE INSTITUTED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE OR BE FOREVER WAIVED AND BARRED. ALL ACTIONS SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN ABOVE.

2. Binding Arbitration

If You and Feedback Worldwide cannot resolve a dispute or other claim through negotiations, the dispute or claim shall be finally and exclusively resolved by binding arbitration. This arbitration agreement is reciprocal, and any election to arbitrate by one party shall be final and binding on the other(s). The language in this Agreement shall be interpreted in accordance with its fair meaning and not strictly for or against either party. The Federal Arbitration Act governs the interpretation and enforcement of this agreement to arbitrate.

The arbitration shall be commenced and conducted through JAMS (www.jamsadr.org) under the Streamlined Rules, as modified by this agreement to arbitrate. All remedies available to the parties under applicable federal, state or local laws shall remain available in arbitration. The parties shall each participate in the selection of a neutral arbitrator pursuant to the Streamlined Rules. Unless You and Feedback Worldwide agree otherwise in writing, the final arbitration hearing shall take place in person at the JAMS facility located in or nearest to your city of residence. If you initiate arbitration against Feedback Worldwide, you will be required to pay an initial fee of \$250, and all other arbitration costs (including any remaining JAMS Case Management Fee and all professional fees for the arbitrator's services) shall be paid as determined by the arbitrator. If Feedback Worldwide initiates arbitration against you, Feedback Worldwide shall pay all costs associated with the arbitration. If JAMS is unavailable to arbitrate a dispute or claim, You and Feedback Worldwide agree to arbitrate using an alternative arbitral forum. Regardless of the outcome of the arbitration, You and Feedback Worldwide will each pay our own attorneys' fees and costs unless an award of attorneys' fees is available under applicable statute. The arbitrator's award will consist of a written statement stating the disposition of each Claim. The award will also provide a concise written statement of the essential findings and conclusions on which the award is based. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Either party may litigate in a Court of Competent Jurisdiction to compel arbitration, to stay proceedings pending arbitration, or to modify, confirm, vacate, or enter judgment on the award entered by the arbitrator.

You acknowledge that without this provision, You would have the right to sue in court with a jury trial.

3. Restrictions Against Joinder of Claims

You and Feedback Worldwide agree that any arbitration shall be limited to each

Claim individually. YOU AND FEEDBACK WORLDWIDE HEREBY AGREE THAT EACH MAY ONLY BRING CLAIMS AGAINST THE OTHER IN YOUR OR FEEDBACK WORLDWIDE'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If this specific provision is found to be unenforceable, then, to the full extent allowable under applicable law, (1) no arbitration shall be joined with any other arbitration, and (2) there is no right for any Claim to be arbitrated on a class-action basis or to employ class action procedures, and (3) there is no right of authority for any dispute to be brought in a purported representative capacity on behalf either of the general public or any other individuals.

4. Remedies in Aid of Arbitration; Equitable Relief

This agreement to arbitrate will not preclude You or Feedback Worldwide from seeking provisional remedies in aid of arbitration, including without limitation orders to stay a court action, compel arbitration or confirm an arbitral award, from a Court of Competent Jurisdiction. Furthermore, this agreement to arbitrate will not preclude You or Feedback Worldwide from applying to a court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary. As used herein, "**Court of Competent Jurisdiction**" means any federal or state court: (1) that has jurisdiction over the subject matter; and (2) that is located in the State of New Jersey.

5. Choice of Law; Venue for Judicial Proceeding

This Agreement, including without limitation this Agreement's interpretation, shall be treated as though this Agreement were executed and performed in the State of New Jersey and shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to its conflict of law principles. The language in this Agreement shall be interpreted in accordance with its fair meaning and not strictly for or against either party. THE PROPER VENUE FOR ANY JUDICIAL ACTION ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT WILL BE THE STATE AND FEDERAL COURTS LOCATED IN OR NEAREST TO KINGSTON, NEW JERSEY. THE PARTIES HEREBY STIPULATE TO, AND AGREE TO WAIVE ANY OBJECTION TO, THE PERSONAL JURISDICTION AND VENUE OF SUCH COURTS, AND FURTHER EXPRESSLY SUBMIT TO EXTRATERRITORIAL SERVICE OF PROCESS.

25. TERMINATION

1. By Feedback Worldwide

WITHOUT LIMITING ANY OTHER PROVISION OF THIS AGREEMENT,

FEEDBACK WORLDWIDE RESERVES THE RIGHT TO, IN FEEDBACK WORLDWIDE'S SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY USE OF THE WEBSITE AND/OR SERVICES TO ANY PERSON FOR ANY REASON OR FOR NO REASON AT ALL, INCLUDING WITHOUT LIMITATION FOR ANY BREACH OR SUSPECTED BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THIS AGREEMENT, OR OF ANY APPLICABLE LAW OR REGULATION.

2. AUTOMATIC TERMINATION UPON BREACH BY YOU

This Agreement shall automatically terminate in the event that You breach any of this Agreement's representations, warranties, or covenants. Such termination shall be automatic, and shall not require any action by Feedback Worldwide.

3. BY YOU

You may terminate this Agreement and Your rights hereunder at any time, for any or no reason at all, by providing written notice to Feedback Worldwide. If You terminate this Agreement, You must delete Your Account and may no longer access or use the Services. If You are enrolled in any Subscription, You must cancel Your Subscription as part of termination in order to avoid incurring additional Subscription Fees.

4. EFFECT OF TERMINATION

Any termination of this Agreement automatically terminates all rights and licenses granted to You under this Agreement, including all rights to use the Website and Services. Upon termination, Feedback Worldwide may, but has no obligation to, in Feedback Direct's sole discretion, rescind any Services and/or delete from Feedback Worldwide's systems all Your information, Content, and any other files, content or information that You made available to Feedback Worldwide or that otherwise relate to Your use of the Website or Services. Upon termination, You shall cease any use of the Website and Services. Subsequent to termination, Feedback Worldwide reserves the right to exercise whatever means it deems necessary to prevent Your unauthorized use of the Website and Services, including without limitation technological barriers such as IP blocking and direct contact with Your Internet Service Provider.

5. LEGAL ACTION

If Feedback Worldwide, in Feedback Worldwide's discretion, takes legal action against You in connection with any actual or suspected breach of this Agreement, Feedback Worldwide will be entitled to recover from You as part of such legal action, and You agree to pay, Feedback Worldwide's reasonable costs and attorneys' fees incurred as a result of such legal action. The Feedback Worldwide

Parties will have no legal obligation or other liability to You or to any third party arising out of or relating to any termination of this Agreement.

6. SURVIVAL

Upon termination, all rights and obligations created by this Agreement will terminate, except that Sections 1-12, and 16-28 will survive any termination of this Agreement.

26. NOTICES

All notices required or permitted to be given under this Agreement must be in writing. Feedback Worldwide shall give any notice by email sent to the most recent email address, if any, provided by the intended recipient to Feedback Worldwide. You agree that any notice received from Feedback Worldwide electronically satisfies any legal requirement that such notice be in writing. YOU BEAR THE SOLE RESPONSIBILITY OF ENSURING THAT YOUR EMAIL ADDRESS ON FILE WITH FEEDBACK WORLDWIDE IS ACCURATE AND CURRENT, AND NOTICE TO YOU SHALL BE DEEMED EFFECTIVE UPON THE SENDING BY FEEDBACK WORLDWIDE OF AN EMAIL TO THAT ADDRESS. You shall give any notice to Feedback Worldwide by means of email to support@myTellem.com.

27. PARTIAL INVALIDITY

Should any part of this Agreement be declared invalid, void, or unenforceable by a Court of Competent Jurisdiction, such decision shall not affect the validity of any remaining portion hereof, which shall remain in full force and effect, and the parties hereby acknowledge and agree that they would have executed the remaining portion hereof without including the part so declared by a Court of Competent Jurisdiction, to be invalid, void, or unenforceable.

28. GENERAL

This Agreement constitutes the entire agreement between Feedback Worldwide and You concerning Your use of the Website and Services. This Agreement may only be modified by a written amendment signed by an authorized executive of Feedback Worldwide or by the unilateral amendment of this Agreement by Feedback Worldwide and by the posting by Feedback Worldwide of such amended version. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. This Agreement and all of Your rights and obligations hereunder will not be assignable or transferable by You without the prior written consent of Feedback Worldwide. This Agreement will be binding upon and will inure to the benefit of the parties, their successors, and permitted assigns. You and Feedback Worldwide are independent contractors, and no agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement. Except for the Feedback Worldwide Parties and the Indemnified Parties as and to the

extent set forth in Sections 9, 15, 19, 21(a), 23, and 25(e), and in this paragraph, and Feedback Worldwide's licensors and suppliers as to the extent expressly stated in this Agreement, there are no third-party beneficiaries to this Agreement. You acknowledge and agree that any actual or threatened breach of this Agreement or infringement of proprietary or other third-party rights by You would cause irreparable injury to Feedback Worldwide and Feedback Worldwide's licensors and suppliers, and would therefore entitle Feedback Worldwide or Feedback Worldwide's licensors or suppliers, as the case may be, to injunctive relief. The headings in this Agreement are for the purpose of convenience only and shall not limit, enlarge, or affect any of the covenants, terms, conditions or provisions of this Agreement.