

Customer Terms of Service

Welcome to Mobile Locker, a sales enablement application by Vorenius Ventures LLC (“**Mobile Locker LLC**”, “**Mobile Locker**”, “**we**,” “**us**,” or “**our**”).

These Customer Terms of Service (the “**Terms of Service**”) describe your rights and responsibilities when using the Services. If you are a Customer, these Terms of Service govern your access to and use of the Services. If you are an Authorized User, the User Terms of Service available at <https://mobilelocker.com/terms> (the “**User Terms**”) govern your access to and use of the Services. Customer and Authorized Users are required to comply with our Privacy Policy available at <https://mobilelocker.com/privacy>.

These Terms of Service and any Subscription Order(s) form a binding “**Contract**” between Mobile Locker and the “Customer” named in the Subscription Order(s). The only exceptions to these Terms of Service are the exceptions, if any, listed in the applicable Subscription Order(s).

Definitions

Capitalized terms not defined elsewhere in these Terms of Service shall have the meanings set forth below.

- “**Authorized User**” means any “team member” who is an Employee or an independent contractor of a Customer and who is invited by Customer to access and use the Services.
- “**Administrator**” means any person who qualifies as an Administrator pursuant to these Customer Terms and who is invited by Customer to access and use the Administrative Dashboard.
- “**Administrative Dashboard**” means the control panel that permits the Administrator to manage and configure the Services.
- “**Enhanced Support Services**” means the enhanced services provided by Mobile Locker at an additional cost, which may include site visits, consulting and other technology-related services, as purchased and identified on an applicable Subscription Order.
- “**Customer**” means the organization that is designated as a “Customer” in the Subscription Order(s).
- “**Permitted Use**” means the permitted use that is designated in the Subscription Order.
- “**Services**” mean the software services as designated in the applicable Subscription Order(s).
- “**Standard Support Service**” means the standard level of support provided by Mobile Locker for Services at no additional cost to Customer, which includes implementation, training maintenance, and online support. Standard Support Service does not include site visits, consulting, or any other professional or technology-related services.
- “**Subscription Order**” means any purchase order or statement of work that is agreed to between Mobile Locker and the Customer setting forth additional terms related to these Terms of Service.
- “**Subscription Period**” means the duration of the Customer’s subscription as designated in the applicable Subscription Order(s).

Access to and Use of the Services

Access Grant

Subject to payment of applicable fees, we hereby grant Customer and Authorized Users a non-exclusive, non-transferable right to access and use our Services during the applicable Subscription Period on the terms set forth in the Subscription Order. Customer must comply with the Contract and ensure that its Authorized Users comply with the Contract and the User Terms. We are not responsible for the content of any User Data (defined below) or the way Customer or its Authorized Users choose to use the Services.

As part of the provision of our Services, we may need to communicate with Administrators and Authorized Users from time-to-time. Customer hereby grants us the limited right to communicate with Administrators and Authorized Users as may be necessary as part of the provision of the Services.

Restrictions on Use

The Services may only be used for the Permitted Use. You may not copy or modify our Services or create derivative works to the Services. You may not rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Services. You agree not to reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Services, in whole or in part. By using the Services you are agreeing not to damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Services or our provision of services to any third party, in whole or in part. You will not remove, delete, alter or obscure any trademarks, documentation, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Services, including any copy thereof. You agree to inform us if Authorized Users access or use the Services in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any third party, or that violates any applicable law.

Administrative Dashboard

A Customer's Administrative Dashboard will be created in connection with Customer's access to and use of the Services. Customer will promptly appoint Administrator(s) for the Administrative Dashboard and such Administrator(s) shall be responsible for configuring the settings of the Services. Customer must not allow anyone other than Customer's Administrator(s) to change configuration settings for the Customer's Administrative Dashboard. Customer acknowledges and agrees: (i) to keep, and ensure that Administrators keep all account login details and passwords secure at all times; (ii) to remain solely responsible and liable for the activity that occurs in Customer's account, (iii) that the login details for each Administrator may only be used by that Administrator, and that multiple people may not share the same login details; and (iv) to promptly notify us if Customer becomes aware of any unauthorized access or use of Customer's account or the Services.

Authorized Users and User Data

An Authorized User may use the Services to access sales collateral and digital content, display any type of content (e.g., HTML5, slideshows, forms, videos, surveys, animations, PDFs), track interactions with prospects and customers and fill-in forms ("**User Data**"). Customer will (a) inform Authorized Users of all Customer policies and practices that are relevant to Customer's use of User Data and (b) obtain all rights, permissions or consents from Authorized Users that are necessary to use User Data in compliance with all applicable legal requirements.

Our Removal Rights

If we believe that there is a violation of the Contract that can be remedied by Customer's removal of certain User Data, we will, in most cases, ask Customer to take direct action rather than intervene. However, we may directly step in and take what we determine to be appropriate action, if Customer does not take appropriate action, or if we believe there is a credible risk of harm to us, the Services, Authorized Users, or any third parties.

Updates to Services

You acknowledge that from time to time we may apply updates to the Services in an effort to improve your experience and that such updates may result in changes in the appearance and/or functionality of the Services (including the addition, modification, or removal of functionality, features, or content). By continuing to use the Services, you are agreeing to the updates and changes.

Subscription Fees and Payment

Subscription

A subscription by Customer allows Authorized Users to access the Services and is required for each Authorized User. Subscriptions are procured via a Subscription Order. In addition, each Authorized User must agree to the User Terms to activate his or her account and begin using the Services. Subscriptions commence when we make them available to Customer and continue for the term specified in the Subscription Order. We sometimes enter into other kinds of ordering arrangements, but that would need to be spelled out and agreed to in a Subscription Order. During an active Subscription Period, additional charges will apply for adding Authorized Users. The Authorized Users will not be permitted to use the Services after the expiration or termination of the Subscription Period unless we allow it.

Payment Terms

Authorized Users' access to and use of the Services is subject to payment by Customer of all Subscription Fees due for the Services. Unless otherwise specified in an applicable Subscription Order, all fees shall be due and payable monthly in advance. We will, as mutually agreed, invoice Customer in which case Customer will pay such invoice within thirty (30) days of its receipt thereof. Customer agrees to provide us with complete and accurate billing and contact information. This information includes legal company name, street address, e-mail address and name and telephone number of an authorized billing contact. Customer agrees to update this information within five (5) days of any change. All payments shall be made in U.S. dollars, and any portion of any amount payable hereunder that is not paid when due will accrue interest at one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid.

Free Trials

From time to time, we may offer Services for free during a trial period. During any free trial period for the Services, all of these Terms of Service will apply, except for the relevant provisions in the payment terms above, and certain additional trial terms and conditions may apply. The User Terms will also apply for all Authorized Users who use the Services during a trial period. Once any free trial period has expired, the Services are billed in accordance with the payment terms above.

Refunds and Credits

There will be no refunds or credits for partial months of service, annual payments, or refunds for months unused with an open account, unless we agree otherwise, in our sole discretion. Any credits that may accrue to Customer's account for other reasons (for example, from a promotion) will expire following expiration or termination of the applicable Contract, will have no currency or exchange value, and will not be transferable or refundable.

Taxes

All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you will be responsible for payment of all such taxes, levies, or duties, excluding only Mobile Locker's United States (federal or state) income taxes. You agree to pay for any taxes that might be applicable to your use of the Services or payments made by you in connection with your use of the Services.

Term and Termination

Contract Terms

The Contract commences on the day you first access the Services or on the Effective Date indicated in your first Subscription Order, whichever is earlier. The Contract remains effective until all subscriptions under the Contract have expired or have been terminated or the Contract itself terminates.

Auto-Renewal

Subscriptions end at the expiration or termination of a Subscription Order. If you continue to use the Services after the expiration or termination of a Subscription Order, then this Contract will remain effective, but it (together with your use of the Services) may be terminated immediately by either you or us.

Termination

You or we may terminate the Contract the event of a material breach by the other party, if such breach is not cured within thirty (30) days from receipt of written notice describing such breach. That right to terminate is in addition to all other rights and remedies available at law and/or equity.

You or we may terminate the Contract in the event Subscription Periods set forth in all Subscription Orders have expired or been terminated. Neither you nor we may terminate the Contract or a Subscription Order for any other reason, except as set forth in a Subscription Order. Termination of the Services prior to the end of your Subscription Period will not result in any refunds and you will remain responsible for any unpaid fees under the Subscription Order through the date of termination.

Termination of the Contract will terminate the Customer's subscription and all Subscription Orders. At that time, we may suspend or terminate the accounts of your Authorized Users and refuse any and all current or future use of the Services or we may continue to provide the Services to your Authorized Users on terms agreed to by the Authorized Users and us. Termination of the Services may result in the deactivation or deletion of your Authorized Users' accounts and will result in the termination of your access to the User Data.

The Company reserves the right to refuse service to Authorized Users on a case by case basis for any reason at any time.

Suspension for Non-Payment

We reserve the right to suspend your account when payment is past due. If your account is suspended for non-payment, you must pay the Subscription Fees past due and any interest charges to reactivate service.

Effect of Termination

Upon termination of the Contract for any reason, (i) Customer and its Authorized Users will immediately cease all use of the Services; (ii) Customer and its Authorized Users will no longer access their accounts on the Services; and (iii) Customer will pay any unpaid fees covering the remainder of the term of those subscriptions after the effective date of termination.

User Data Deletion

Following termination or expiration of the Contract, we will have no obligation to maintain or provide any User Data and may thereafter, unless legally prohibited, delete all User Data in our systems or otherwise in our possession or under our control.

Intellectual Property

User Data

Authorized Users will own and be responsible for the accuracy of all User Data. You and the Authorized Users grant us a limited, worldwide, non-exclusive license to access, use, reproduce, electronically

distribute, transmit, perform, format, display, store, archive, and index the User Data for the purpose of supporting your use of the Services and providing Services to you. We may also use User Data for the purpose of supporting and developing the Services, provided that when doing so, we shall only use User Data in an anonymized and aggregated way. Subject only to the limited license expressly granted herein, Customer shall retain all right, title and interest in and to the User Data and all intellectual property rights therein. Nothing in this Contract will confer on us any right of ownership or interest in the User Data or the intellectual property rights therein. Customer represents and warrants that it has not withheld any rights in and to User Data that are needed to grant this license to us.

Our Services

We own and will continue to own our Services, including all related intellectual property rights. Nothing herein shall be construed to restrict, impair, encumber, alter, deprive, or adversely affect the Services or any of our rights or interests therein or any other Mobile Locker intellectual property, brands, information, content, processes, methodologies, products, goods, services, materials, or rights, tangible or intangible. All rights, title, and interest in and to the Services not expressly granted in these Terms of Service are reserved by us.

Feedback

Customer or Authorized Users may from time to time provide suggestions, comments or other feedback to us with respect to the Services (“**Feedback**”). Feedback, even if designated as confidential by you, shall not create any confidentiality obligation for us. You shall, and hereby do, grant us a non-exclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid-up license to use and exploit the Feedback for any purpose without any obligation or compensation to Customer, any Authorized User or other Customer personnel.

Responsibility for User Data

You are solely responsible for the User Data that you or Authorized Users upload, publish, display, link to, or otherwise make available via the Services. You assume all risks associated with use of User Data, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of User Data that personally identifies you or any third party. You may not represent or imply to others that User Data is in any way provided, sponsored or endorsed by us.

Our Responsibilities

Providing the Services and Support Services

We will (a) make the Services available to Customer and its Authorized Users as described in the Contract; and (b) provide Standard Support Service at no additional charge to Customer. As part of Standard Support Service, we will use commercially reasonable efforts to meet the following:

- Hours of Operation: Monday-Friday 9am-5pm Eastern Time
- Support Access Method: Email and online support system
- Support Response Method: Email and online support system
- Number of Support Requests: Unlimited
- Support Response Time: One business day

We may also provide Enhanced Support Services at an additional cost, as purchased and identified on an applicable Subscription Order.

Linking and Third Party Content

We may provide hyperlinks to other websites maintained by third parties, or may provide third party content on the Services by framing or other methods (collectively, “**Third Party Content**”). In addition, the Services may include certain applications, features, programs and services provided by third parties (collectively, the “**Third Party Applications**”). We do not monitor Third Party Content or Third Party Applications and can make no guarantee as to the accuracy or completeness of such Third Party Content or Third Party Applications. The links to third party websites, any Third Party Content, and any Third Party Applications may be provided for your convenience and information only. The content on any linked website or in any Third Party Application is not under our control and, just as with the Services, we are not responsible for the content of linked websites and/or Third Party Applications, including any further links contained in a third party website. We make no representation or warranty in connection with any Third Party Content or Third Party Applications, which at all times and in each instance is provided “as is.” If you decide to access any of the third party websites linked to the Services, any Third Party Content, and/or any Third Party Application, you do so entirely at your own risk.

If a third party links or refers to the Services, it is not necessarily an indication of an endorsement, authorization, sponsorship, affiliation, joint venture, or partnership by or with us. In most cases, we are not even aware that a third party has linked to or refers to the Services.

Disclaimer of Warranties

WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, COVENANTS OR REPRESENTATIONS OF ANY KIND WITH RESPECT TO THE SERVICES, THE CONTENT POSTED OR AVAILABLE ON THE SERVICES OR THIRD PARTY CONTENT. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICES, THE CONTENT, AND THIRD PARTY CONTENT. WE DO NOT WARRANT: THAT THE FUNCTIONS PERFORMED BY THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED; OR THE ACCURACY OR COMPLETENESS OF THE CONTENT OR THIRD PARTY CONTENT, OR THAT ANY ERRORS IN THE CONTENT OR THIRD PARTY CONTENT WILL BE CORRECTED. WE DO NOT WARRANT THAT THE SERVICES WILL FUNCTION AS INTENDED AT ALL TIMES, THAT THE SERVICES CONTAIN NO DESIGN FLAWS, OR THAT THERE WILL BE NO MALFUNCTIONS OR ERRORS WITH THE INFORMATION COMMUNICATED USING THE SERVICES. THE SERVICES AND THE CONTENT ARE PROVIDED ON AN “AS IS”, “WHERE IS”, “AS AVAILABLE” AND “WITH ALL FAULTS” BASIS. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

Limitation of Liability

IN NO EVENT WILL WE BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES ARISING OUT OF (I) YOUR CONDUCT OR THAT OF ANYONE ELSE IN CONNECTION WITH USE OF THE SERVICES OR THESE TERMS OF SERVICE (II) INABILITY TO USE THE SERVICES OR THE CONTENT, (III) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICES; (IV) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES AND THE CONTENT, INCLUDING ANY DESIGN FLAW OR MALFUNCTION; (V) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR INFORMATION, OR DATA, OR (VI) ANY OTHER MATTER RELATING TO THE SERVICES OR THE CONTENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE SERVICES OR WITH THE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO CEASE USING THE SERVICES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, AND THEREFORE SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY

TO YOU. IN SUCH STATES OUR LIABILITY IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW.

Indemnification

We reserve the right, at any time, to modify, suspend, or discontinue the Services (in whole or in part) with or without notice to you. You agree that we will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Services or any part thereof. You acknowledge and agree that we will have no obligation to provide you with any support or maintenance in connection with the Services, except as otherwise set forth herein.

If you have a dispute with us, you release us (and our members, directors, officers, employees and agents) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such dispute. You agree to indemnify, defend and hold us (and our members, directors, officers, employees and agents) harmless from any claim or demand, including attorney fees, made by any third party due to or arising out of (a) your breach of the Terms of Service, or your violation of any law or the rights of a third party, or (b) your use, misuse, or inability to use the Services or any violation by you of these Terms of Service.

Your Other Obligations

Audit

Upon request, you will provide us with information about the Authorized Users and financial information. At our expense, during your reasonable business hours, we may inspect your records to confirm that accuracy of the information you have provided and your compliance with the Contract. You agreed to fully cooperate with any such audit. Such audits may occur only once per year; provided however, that if the audit reveals an inaccuracy in the information provided or your failure to comply with this Contract, then we will be entitled to conduct another audit during the same one year period.

Publicity

You agree to allow the use of Customer's logo on our website and marketing materials to represent that they are a customer. Customer also agrees to allow us to promote the selection of Mobile Locker by Customer as its sales team management software solution. Customer agrees to be a reference for software for future prospects to contact. Also, Customer will provide a marketing quote for use in a press release and our marketing materials. We will provide Customer the press release and date of the press release in advance for approval. Also, any written quote or statement of reference must be reviewed, approved, and be accurate as to Customer's software experience prior to release or printing by us.

Confidentiality

Non-Disclosure

Each party agrees that during the term of this Contract, it may disclose Confidential Information to the other party and that the party who receives the Confidential Information will not disclose it except as may be set forth herein. Confidential Information may only be used by the receiving party for the purposes contemplated under this Contract. Confidential Information shall not include information that the receiving party can demonstrate: (i) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party without an obligation of confidentiality, (ii) is known to the receiving party prior to the time of its disclosure without an obligation of confidentiality, (iii) is independently developed by the receiving party without use of, or reference to, the disclosing party's Confidential Information, or (iv) is subsequently learned from a third party not under a confidentiality obligation to the

disclosing party. If a receiving party is required by applicable law, regulation, court order or legal process to disclose any Confidential Information, the receiving party will provide the disclosing party with prompt notice of such request or requirement, and the receiving party will use reasonable efforts to ensure that all Confidential Information so disclosed is treated confidentially. Such disclosure of Confidential Information in accordance with the foregoing sentence will not violate the terms of this Section.

Obligations

Except as provided for in this Contract, each party shall not make any disclosure of the Confidential Information to anyone other than its employees who have a need to know in connection with this Contract. Each party shall notify its employees of their confidentiality obligations with respect to the Confidential Information and shall require its employees to comply with these obligations. The confidentiality obligations of each party and its employees shall survive the expiration or termination of this Contract.

Injunctive Relief

Each party acknowledges that the other believes that its Confidential Information is unique property of extreme value, and the unauthorized use or disclosure thereof would cause irreparable harm that could not be compensated by monetary damages. Accordingly, each party agrees that the other may seek injunctive and preliminary relief to remedy any actual or threatened unauthorized use or disclosure of Confidential Information. Such relief shall be in addition to, and not in lieu of, all other remedies available at law and/or in equity.

General Provisions

Privacy Policy

Please review our Privacy Policy at <https://mobilelocker.com/privacy> for more information on how we collect and use data relating to the use and performance of the Services.

Privacy Related to Children

We are committed to protecting the privacy of children. You should be aware that the Services are not intended for and should not be used by anyone under the age of 13. You acknowledge that you will only invite Authorized Users to use the Services who are more than 18 years of age and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service.

Export Restrictions

Any software and all underlying information and technology downloaded or viewed from the Services (collectively, the “**Software or Technical Data**”) by you or your Authorized Users may be subject to U.S. export controls, and may be subject to export or import regulations in other countries. You are solely responsible for complying with, and ensuring that your Authorized Users comply with (as applicable), all trade regulations and laws, both foreign and domestic, in your use and viewing of the Services, including, but not limited to, the Software or Technical Data. Except as authorized by law, you agree and warrant not to export or re-export the Software or Technical Data to any country, or to any person, entity, or end-user subject to U.S. export controls, including, but not limited to, persons or entities listed on the U.S. Department of Commerce Bureau of Export Administration’s Denied Parties List and the U.S. Department of Treasury’s Specially Designated Nationals. You further represent and warrant that no U.S. federal agency has suspended, revoked, or denied your export privileges.

Assignment

Neither you nor we may assign this Contract or a part of it without the prior written consent of the other party, except, upon reasonable notice, (but without the other party's prior consent) in connection with a merger, consolidation, reorganization or sale of substantially all of the assigning party's assets where the assignee is bound by this Contract.

Severability

If any provision of this Contract is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Contract so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

No Third Party Beneficiaries

This Contract does not benefit, or create any right or cause of action in or on behalf of, any person or entity other than you and us, except as may be set forth in a Subscription Order.

Governing Law

We control the Services from our offices within the State of Ohio in the United States of America. The Services can be accessed from anywhere in the United States and from other countries worldwide. Since the laws of each state or country able to access the Services may differ, by accessing the Services, you and we agree that the statutes and laws of the State of Ohio without regard to choice of laws principles will apply. We do not make any representation that materials made available through the Services are appropriate or available for use in other locations outside of the United States, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access the Services from other locations outside of the United States do so on their own initiative and are responsible for compliance with local laws.

Complete Agreement

Except as expressly provided in a particular "legal notice" on the Services, these Customer Terms together with the User Terms, any Subscription Order(s), and our Privacy Policy constitute the entire agreement between you and us with respect to your use (and prior use) of the Services.

Questions or Concerns

Questions or concerns about these Terms of Service should be sent to legal@mobilelocker.com.

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